

COLLECTIVE AGREEMENT

BETWEEN

THE HALTON DISTRICT SCHOOL BOARD

AND

THE HALTON DISTRICT EDUCATIONAL  
ASSISTANTS' ASSOCIATION



Effective September 1, 2008  
(Unless otherwise indicate herein)

**12466 (05)**

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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 Grade 12. Supply Educational Assistants are members of the Association; however, only Articles within the Collective Agreement outlined in Appendix I apply to 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 counsel 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 from both 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.

## ARTICLE 2 – RECOGNITION (Continued)

### 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.

Union leave shall be granted to representatives of the Union for the purpose of carrying out Union business to a maximum of forty-eight (48) days per school year. The maximum number of representatives to be granted such leave shall be six (6) at any one time.

An employee on any of the foregoing leaves shall receive the pay and benefits provided in this agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence of the employee who is out on leave. The Union shall endeavour to give the Board a minimum of 5 days advance notice of any such request.

The Board shall provide the Project Code and appropriate HARRI code no later than three (3) working days following the request of the union.

### 2.07- 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 disability, as defined in Section 10(1) of the Ontario Human Rights Code (OHRC).

### 2.08

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.

## ARTICLE 2 – RECOGNITION (Continued)

### 2.09

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.

### 2.10

The Board shall grant an unpaid leave of absence for a full school year for the conducting of Association Business, to a maximum of 2.5 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.

Effective September 1, 2009, the Board shall grant a maximum of 3.0 F.T.E members for the purpose of conducting Association business.

### 2.11

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 Article 2.10, 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, 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.

### 3.04

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. 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.

### 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.

ARTICLE 3 - MANAGEMENT RIGHTS (Continued)

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 according to the Halton District School Board administrative procedures.



## 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

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 Office of the Halton District Educational Assistants' 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 November 15<sup>th</sup> and February 15<sup>th</sup> 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.

### 6.03

When other Board employees are on strike or lockout, an employee shall carry on their regular duties to the best of the employee's ability, without assuming any functions or responsibilities that are normally discharged by the Board employees who are on strike or lock-out.

## ARTICLE 7 - INTERPRETATION AND DEFINITIONS

### 7.01 – Association

Association means The Halton District Educational Assistants Association, also refers to the Bargaining Unit.

### 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 –Supply Educational Assistant

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

### 7.05 - E.A.

E.A. - Means Educational Assistants.

### 7.06 – Employee

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

### 7.07 – Member

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

### 7.08 - Full-Time

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

### 7.09 - Part-Time

A part-time employee means an employee working less than twenty-one (21) hours – Monday to Friday as an Educational Assistant.

### 7.10 – Itinerant

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

## ARTICLE 7 - INTERPRETATION AND DEFINITIONS (Continued)

### 7.11 - Probationary Employee

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

### 7.12 - Probationary Period

An Educational Assistant shall be considered a probationary employee during the first sixty (60) working days of continuous employment since their last date of hire. During this period employees shall have no seniority rights.

Upon completion of the probationary period, an employee will acquire the seniority as defined in Article 8. The probationary period for ten (10) month employees is exclusive of July and August. There will be no extension of a probationary period without the mutual consent of the Board and the Association.

### 7.13 – Seniority

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

### 7.14 - Permanent Educational Assistant

Permanent Educational Assistant means an Educational Assistant who has successfully 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.

### Educational Assistants

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

### Long-Term Occasional Educational Assistants

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

### Supply Educational Assistants

A supply Educational Assistant works on an “on call” as-needed basis. Crisis hours assignments less than twenty (20) days are considered supply assignments.

## ARTICLE 7 - INTERPRETATION AND DEFINITIONS (Continued)

### 7.16 – Supply Educational Assistants

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

- a) names, addresses and phone numbers;
- b) names of 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.

### 7.17 – Surplus

Means an Educational Assistant in excess of the requirements of the school or Itinerant Special Teams.

### 7.18 – Redundant to System

If sufficient positions are not available due to a decrease in complement that is believed to be a permanent reduction to the Board, the Executive Officer of Human Resources may declare employees redundant to the system.

### 7.19 - Lay-Off

A Lay-Off occurs when an employee is removed from the payroll due to the fact that the employee's seniority and/or qualifications does not allow the employee to fill any positions which may be available in the Bargaining Unit, or the employee chooses not to exercise his/her displacement rights.

### 7.20 – Transfer

A transfer occurs when an Educational Assistant is deemed by the Board to be moving from one worksite to another.

### 7.21 Documentary Proof

Acceptable documentation, as described in Article 26.03, provided from previous employers confirming the position held and the actual work experience (total hours). The letter should also include start and end dates as well as part-time or full-time employment.

## ARTICLE 8 - SENIORITY

### 8.01

An employee will be considered probationary and not be placed on a seniority list and shall not have any seniority rights hereunder until the employee has worked sixty (60) working days in a permanent position in a classification covered by the agreement.

Seniority of an employee shall be defined as length of uninterrupted service since the last date of hire with the Board.

The performance of a probationary employee will be reviewed with the employee by the immediate supervisor prior to the end of the probationary period. Notwithstanding this, however it is understood and agreed that probationary employees are subject to a lesser standard of just cause. Such discipline or discharge will be done in good faith and in a non-arbitrary fashion.

There will be no extension of a probationary period without the mutual consent of the Board and the Association.

At the end of the probationary period, the employee shall then be entitled to be placed on the seniority list and seniority shall date back to the day on which the employee commenced work as a Permanent Educational Assistant.

One seniority list shall be kept for Educational Assistants reflecting seniority, location and classification.

Probationary, Long Term Occasional and Supply (including Crisis Hours) 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.

## ARTICLE 8 – SENIORITY (Continued)

### 8.03

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
- c) documentation supporting the absence for up to a period of two years;
- d) by an absence granted through Pregnancy or Parenting Leave or Adoptive Leave;
- e) by an absence while on Lay-Off for less than one school year;
- f) by an absence due to a legal Strike or Lock Out as outlined in Article 6.
- g) by an approved leave of absence by the Employer of not more than twelve (12) months, and is returned to a position as an Educational Assistant with the Board, shall be credited with the seniority held at the time of such an approved leave.

### 8.04

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

### 8.05

A seniority list shall include employee's name, date of hire, and work location and classification. The names of the employee's shall be listed in seniority order by classification.

### 8.06

No employee with seniority will be laid off or have their hours reduced as a result of the Board contracting out any work or service presently assigned to a member of the Association.



## 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 - 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.

## ARTICLE 9 - GRIEVANCE PROCEDURE (Continued)

### 9.02 - Step 1, 2 and 3 (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 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.

ARTICLE 9 - GRIEVANCE PROCEDURE (Continued)

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 concern 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 Articles 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 – STAFFING AND ALLOCATION PROCESS

### 11.00.00 STAFFING

#### 11.00.01

The Board will establish by April 30, the number of Full-time Equivalent Educational Assistants required for the coming school year for the entire system.

#### 11.00.02

Using the annual projected staffing estimates to be in schools no later than May 15<sup>th</sup>, the Principal/Supervisor will inform each employee as soon as possible, but no later than May 24<sup>th</sup> in each school year, of the hours available for the next school year or that they will be declared surplus to the worksite for next school year.

#### 11.00.03

The Board will inform the Association, by May 31<sup>st</sup>, of the initial allocation of hours for each classification. The initial allocation will be no less than 91.73% of the total allocation (rounded to the nearest .50 FTE).

#### 11.00.04

Between June 1<sup>st</sup> and July 15<sup>th</sup>, the Board will release an additional 2% of the initial allocation (rounded to the nearest .50 FTE).

#### 11.00.05

A third release of 2% of the initial allocation will occur between August 15<sup>th</sup> and the first day of school (rounded to the nearest .50 FTE).

#### 11.00.06

The balance of the 4.27% positions will be released prior to the first day of school and will be staffed with temporary placements in Accordance with Article 11.02.01.

#### 11.00.07

For the period of October 16<sup>th</sup> to June 30<sup>th</sup> transfers will occur in Accordance with Article 11.03.00.

#### 11.00.08

Any changes to the Permanent Allocation to the system will be in Accordance with Article 11.04.00

## ARTICLE 11 – STAFFING AND ALLOCATION PROCESS (Continued)

### 11.00.09

Vacancies that occur between April 1<sup>st</sup> and June 30<sup>th</sup>, will be posted in Accordance with Article 13.01.04

### 11.01.00 - SURPLUS

#### 11.01.01

If the allocation to the school cannot accommodate all Educational Assistant(s) assigned to the school, one or more Educational Assistant(s) will be declared surplus in the order outlined, provided that the remaining complement of Educational Assistants are qualified, willing, and able to perform the duties and fill the existing positions at the worksite:

- a) Probationary Educational Assistants beginning with the most recently hired.
- b) Permanent Educational Assistants in order of seniority beginning with the least senior.

#### 11.01.02

The Name of each surplus Educational Assistant will be reported by the worksite to the Human Resources Department no later than the 24<sup>th</sup> of May.

#### 11.01.03

Educational Assistant Surplus Forms shall be submitted by the employee to the Human Resources Department prior to the last day of school.

#### 11.01.04

Any vacant Educational Assistant positions at the worksite, or other Educational Assistant vacancies, created before August 24<sup>th</sup>, shall be posted by the Board in accordance with Article 13.00.00 (Postings Prior to the Beginning of the School Year).

#### 11.01.05

Surplus Educational Assistants unable to obtain a position through the posting process in Article 13.00.00 (Postings Prior to the Beginning of the School Year) for which they are qualified, able, and willing to perform the duties for the next school year will be placed in a position by the Manager of Human Resources in consultation with the Superintendent of Education (Student Services), through the Annual Placement Process as outlined in Article 11.02.00.

## ARTICLE 11 – STAFFING AND ALLOCATION PROCESS (Continued)

### 11.01.06

Should the allocation of a worksite increase prior to the Annual Placement Process, Educational Assistants who have been declared surplus to that worksite will have first right of recall to that worksite, provided they are qualified, able and willing to perform the duties available. Such recall will be in the reverse order of seniority at the worksite. Such right to recall will expire at the time of the Annual Placement Process.

### 11.02.00 - ANNUAL PLACEMENT PROCESS

#### 11.02.01

Before the first teaching day in September, Educational Assistants who have been declared surplus through the initial allocation process and have not been successful in obtaining a posted position will be placed by the Manager of Human Resources into a temporary placement.

#### 11.02.02

Educational Assistants who are in temporary placements will be provided with the appropriate training / information / orientation required for the placement by their Principal/Supervisor.

#### 11.02.03

Educational Assistants in temporary placements will maintain right to recall to the worksite where they were declared surplus and first be offered permanent placement at that worksite in reverse order of seniority, provided they are qualified, able and willing to perform the duties available. If no right to recall exists or is exercised, the permanent vacancy will be posted electronically for three (3) working days and only open to Educational Assistants placed in a temporary placement in Accordance with Article 11.02.01.

#### 11.02.04

If vacancies exist as of October 15<sup>th</sup> of each year, the Educational Assistant remaining in temporary positions shall be placed in order of seniority, provided that the Educational Assistant is qualified, willing, and able to perform the duties and fill the vacant position.

#### 11.02.05

If by October, 16<sup>th</sup>, an Educational Assistant has not been placed, that Educational Assistant shall be declared redundant and notified by the Board that s/he is being laid off in Accordance with Article 12.01.00 (Lay-Off)

#### 11.02.06

Positions that remain vacant after the Annual Placement Process will be offered to the most senior Educational Assistant with the classification on the Redundancy List, provided that Educational Assistant is qualified, willing, and able to perform the duties and fill the vacant position.



## ARTICLE 11 – STAFFING AND ALLOCATION PROCESS (Continued)

### 11.02.07

If the vacant position is unable to be filled from the Redundancy List, the vacancy will be posted in Accordance with Article 13.01.00 (Postings Throughout the School Year).

### 11.03.00 TRANSFER PROCESS – OCTOBER 16<sup>TH</sup> TO JUNE 30<sup>TH</sup>

#### 11.03.01

Job assignments, worksites, and placements from one school year to the next will be dependent on the needs of the system. No transfers will occur until the full allocation of hours has been permanently distributed.

#### 11.03.02

When an Educational Assistant is deemed by the Board to be moving from one worksite to another, the Educational Assistant(s) employed in that assignment shall have the option of being placed at the new worksite.

#### 11.03.03

If the Educational Assistant in that assignment declines, the Educational Assistant at the worksite with the lowest seniority in the classification in which the hours are being reduced shall be offered the assignment at the new worksite.

#### 11.03.04

If that Educational Assistant is not qualified, not willing or unable to perform the duties, that Educational Assistant will be declared redundant and placed on the Redundancy List in Accordance with Article 12.00.00.

#### 11.03.05

The Board will make the best effort to offer positions within the geographic area (East/West/North) to which the Educational Assistant is currently assigned. Where an assignment within the geographic area (East/West/North) is not available, the Board will consult the Association President and offer the Educational Assistant the vacancy in another geographic area (East/West/North).

#### 11.03.06

Educational Assistants who are transferred will be provided with the appropriate training/information/orientation required for the placement by their Principal/Supervisor.

## ARTICLE 11 – STAFFING AND ALLOCATION PROCESS (Continued)

### 11.03.07

If that Educational Assistant accepts a position with fewer hours per week, that Educational Assistant will be declared redundant for the reduced number of hours and placed on the Educational Assistant Redundancy List for those hours.

### 11.04.00 – ALLOCATION CHANGES

#### 11.04.01

When it has been deemed by the Board that the Permanent Educational Assistant allocation is to be increased to the system, the resulting vacancy will first be offered to the most senior Educational Assistant on the Educational Assistant Redundancy List with the classification that is being increased, provided that Educational Assistant is qualified, willing, and able to perform the duties.

#### 11.04.02

If the Board is unable to fill the vacancy from the Redundancy List, the vacancy will be posted in Accordance with Article 13.01.01 (Postings Throughout the School Year).

#### 11.04.03

When it has been deemed by the Board that the Permanent Educational Assistant allocation is to be decreased to the system, the least senior Educational Assistant(s) in the classification whose assignment is being affected will be declared redundant and placed on the Redundancy List.

## ARTICLE 12 – REDUNDANCY AND LAY-OFF PROCESS

### 12.00.00 – REDUNDANCY PROCESS

#### 12.00.01

When a total reduction of Educational Assistants is necessary in a job classification, the Board will notify the Union at the earliest opportunity of the full-time equivalent number of Educational Assistants being declared redundant, prior to any Educational Assistant being declared redundant in a job classification.

#### 12.00.02

Educational Assistants will be declared redundant, provided that the remaining employees are willing, qualified, and able to perform the duties, in the following order:

- a) Probationary employees beginning with the most recent date of hire.
- b) Permanent Seniority employees, beginning with the least senior within their job classification.

#### 12.00.03

Educational Assistants may be declared redundant at any point during the school year when the total number of full-time equivalent Educational Assistants employed exceeds the total number of full-time equivalent Educational Assistants required.

#### 12.00.04

Educational Assistants declared redundant will be notified in writing by the Executive Officer of Human Resources in Accordance with Article 12.01.00 (Lay-Off).

#### 12.00.05

All Educational Assistants who have been laid-off will be notified of their lay-off in writing and this notification will clearly state that the lay-off is for reasons of Redundancy.

### 12.01.00 – LAY-OFF PROCESS

#### 12.01.01

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

- a) Probationary employees
- b) 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.

## ARTICLE 12 – REDUNDANCY AND LAY-OFF PROCESS (Continued)

### 12.01.02

It is agreed and understood that reductions in the number of scheduled days in a work week, or hours in a work day, do not constitute a lay-off unless the reduction is greater than 50% of the permanent assignment.

### 12.01.03

Laid-off Educational Assistants shall be placed on an Educational Assistant Redundancy List by classification and seniority within the classification and will be subject to recall for fifty-two (52) weeks.

### 12.01.04

Educational Assistants who are eligible for recall shall file with the Board their most recent address and telephone number, and will provide an update, as necessary.

### 12.01.05

When a position becomes available, the Board shall attempt to contact the Educational Assistant being recalled by telephone and will offer the position by registered mail.

## 12.02.00 - RECALL

### 12.02.01

All Educational Assistants who have been laid-off for reasons of redundancy will be considered for a vacant position by seniority, provided that they are qualified, willing, and able to perform the duties as required.

### 12.02.02

Unless a prior arrangement has been made with the Manager of Human Resources (Educational Assistant Group), recall shall cease and the Board shall have no further obligation if such Educational Assistant:

- a) refuses a suitable vacancy
- b) can not be contacted within five (5) working days of a vacancy arising
- c) has received severance payment

## ARTICLE 12 – REDUNDANCY AND LAY-OFF PROCESS (Continued)

### 12.03.00 – SEVERANCE PAY

#### 12.03.01

Educational Assistants who have been declared redundant in Accordance with Article 12.00.00 and who have been given official notice of lay-off by the Board in Accordance with Article 12.01.01 shall be terminated and eligible for severance pay if no position for which they are qualified or able to perform the duties can be made available to them within thirty-five (35) weeks of the date of lay-off.

#### 12.03.02

Educational Assistants who choose not to exercise their right for severance pay in Accordance with Article 12.03.01 will be eligible to remain on the Educational Assistant Redundancy List and be subject to recall for the fifty-two (52) week period from the date of being declared redundant.

#### 12.03.03

Severance pay shall be made in Accordance with the Employment Standards Act and any amendments hereto.

## ARTICLE 13 – POSTINGS

### 13.00.00 – POSTINGS PRIOR TO THE BEGINNING OF THE SCHOOL YEAR

#### 13.00.01

The Board shall post vacancies for the next school year electronically at the earliest opportunity, but no later than June 1<sup>st</sup>, to be filled by Educational Assistants. The postings shall occur at least five (5) working days before the applications are due and interviews commence. When the 1<sup>st</sup> of June falls on a Saturday or Sunday it is understood that the electronic postings occur no later than the Friday prior to the June 1<sup>st</sup>.

#### 13.00.02

The first round of postings in June will be open only to Surplus Educational Assistants, Permanent and Probationary Educational Assistants wishing to change assignment, location, and Educational Assistants that have been recalled from the Redundancy List, including those who have entitlement to full-time hours.

#### 13.00.03

Subsequent postings will be issued to eligible Educational Assistants up to July 15<sup>th</sup> and recommence August 15<sup>th</sup> to immediately prior to the first day of school. Eligible Educational Assistants are deemed to be Surplus Educational Assistants, Permanent and Probationary Educational Assistants wishing to change assignment, location, and Educational Assistants that have been recalled from the Redundancy List, including those who have entitlement to full-time hours.

#### 13.00.04

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

#### 13.00.05

Exceptions to the above process may be agreed to by Human Resources and the Association President.

#### 13.00.06

Subject to the Board being able to manage operations and meet the needs of the system, new employees shall not be hired when there are Educational Assistants on the Educational Assistants Redundancy List who are qualified, willing and able to fill the position.

## ARTICLE 13 – POSTINGS (Continued)

### 13.01.00 – POSTINGS THROUGHOUT THE SCHOOL YEAR

#### 13.01.01

Postings that occur after the Annual Placement Process, with the exception of Special Team postings, are only open to Educational Assistants who are increasing their assignments, Long Term Occasional and Supply Educational Assistants.

#### 13.01.01.01

Upon request, a list of the Special Teams will be provided to the President of the Association.

#### 13.01.01.02

The Board reserves the right to add additional Special Teams to meet the needs of the system.

#### 13.01.01.03

Postings for all Special Teams positions are open to all Permanent and Probationary Educational Assistants.

#### 13.01.02

The Manager of Human Resources will inform the President of the Association of the positions to be posted.

#### 13.01.03

If additional positions are added during the school year or an existing Permanent position becomes vacant, the position shall be filled with the most Senior Educational Assistant within the classification on the Redundancy List provided the Educational Assistant is qualified, willing, and able to perform the work. If the vacancy is unable to be filled through the Redundancy List the vacancy will be posted. Supply Educational Assistants may apply and be given consideration. Resumes are submitted to Human Resources. Human Resources will then forward all eligible resumes to the Supervisor.

#### 13.01.04

Any Permanent position that becomes vacant between April 1<sup>st</sup> and June 30<sup>th</sup> shall be filled on a temporary basis only.

#### 13.01.05

A temporary vacancy of twenty (20) instructional days or longer occurring during a school year, for which the Board requires an Educational Assistant to perform duties shall be filled with a Long Term Occasional Educational Assistant, if qualified, willing, and able to perform the duties.

ARTICLE 13 – POSTINGS (Continued)

13.01.06

Temporary Educational Assistants positions are only open to Long Term Occasional Educational Assistants looking to increase their assignments or to Supply Educational Assistants. No applicant from outside the Bargaining Unit shall be considered for posted vacant positions unless there are no suitable qualified, willing, and able internal applicants. Nothing in this clause prevents the Board from advertising the positions concurrently within and outside the Board.



## ARTICLE 14 - LEAVES OF ABSENCE

### 14.01 - 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.

### 14.02 – 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.

### 14.03 - 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 as follows:

- a) One (1) day through deduction of sick leave credit in any one (1) school year.
- b) 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.

### 14.04 - 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, stepmother, stepsister, stepbrother, and stepchild. 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.

### 14.05 - Compassionate Leave

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

## ARTICLE 14 - LEAVES OF ABSENCE (Continued)

### 14.06 - 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.

### 14.07 Birth of Child

A leave of two (2) days with pay will be granted to permit an employee to attend at the delivery of the employee's child. Such absence will not be deducted from the employee's sick leave credit.

In addition one (1) day with pay, chargeable to sick leave, may be granted to an employee on the occasion of the birth of the employee's child.

### 14.08

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 each of the employee's children, 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.

## ARTICLE 14 - LEAVES OF ABSENCE (Continued)

### 14.10 - School Closing

In cases where schools are closed for a school day by the Director of Education 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.

### 14.11 – Emergency Leave

- i. In an emergency situation with notification to the Principal/Supervisor, 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 identified in Article 14.04 subject to the approval of the Executive Officer of Human Resources.

For clarification, employees do not require confirmation of approval from Human Resources prior to taking the leave day.

- 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.

### 14.12 - 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.

### 14.13-Family Medical Leave

Pursuant to the Employment Standards Act an employee is entitled to a Leave of Absence without pay of up to eight weeks to provide care to an immediate family member as defined in the Act.

## ARTICLE 14 - LEAVES OF ABSENCE (Continued)

### 14.14 – Unpaid Leave of Absence

#### i) Short Term Unpaid Leave of Absence

Subject to a minimum notice of five (5) working days being given to the Supervisor, an employee may be granted, with the approval of the Manager of Human Resources, an unpaid leave of absence for up to a maximum of fifteen (15) working days. Such absence shall be without pay and is subject to confirmation that a Supply Educational Assistant has been booked.

#### ii) Long Term Unpaid Leave of Absence

An employee who has completed three (3) years' Permanent employment with the Board may be granted an unpaid leave of one full year. Application of the Unpaid Leave shall be done through the Executive Officer of Human Resources or designate.

Extension beyond two years may not be granted.

Requests for, including the reason for requesting the leave, should be submitted, in writing, to the Manager of Human Resources prior to April 15<sup>th</sup> in the year prior to the school year in which the leave will begin. Requests received after this date due to extenuating circumstances will be considered on an individual basis.

Upon being granted the leave, the employee will sign a statement indicating acceptance of terms and conditions of the leave.

An employee granted an unpaid leave shall be given the opportunity to continue participation in the benefit plans held prior to the leave, provided the employee pays the monthly costs of the premium for the leave period, as arranged between the employee and the Board.

Upon return from the leave the employee shall be placed in the position/work location held prior to the commencement of the leave if it is still available, or if it is not, shall follow the Layoff and Recall procedures as outlined in the agreement. Seniority shall not be interrupted.

In the year of a leave of absence the member shall notify the Board by April 1<sup>st</sup>, in writing, confirming the Member's intention to return the following year.

The one (1) year vacancy will be replaced by a Long Term Occasional Educational Assistant.

## ARTICLE 15 - PARENTING LEAVE

### Pregnancy Leave

#### 15.01

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).

#### 15.02

(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 the same worksite and the job classification last held prior to the leave. If the position no longer exists, the Board shall return the employee to a comparable assignment.

(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 15 - PARENTING LEAVE (Continued)

### 15.03 - 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 Articles 15.01 and 15.02 will be available to an employee who has thirteen (13) weeks or more of continuous service with the Board.

### 15.04

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 15 - PARENTING LEAVE (Continued)

15.05 – SEB Plan

Effective September 1, 2006.

The top-up for Adoptive leave will be 95% of regular salary for the two week waiting period.

Article 15.05 0 SEB Plan

- a) An employee granted a pregnancy leave pursuant to this Article as specified in Article 15.02 shall have their EI benefits topped up by the Board as follows:
  - i. For pregnancy leave only, the Board will pay a top-up amount for a maximum 8-week period immediately following the birth of a child.
  - ii. The top-up pay will be 95% of the regular salary for the two week waiting period and the difference between what an employee received from Employment Insurance (EI) and their regular wage for the remaining six weeks.
  - iii. To receive pay, the employee must forward to Human Resources, proof of receipt of pay from EI. An application for pregnancy leave as well as medical certificate identifying the expected date of birth is required prior to the employee taking the leave.
  - iv. The eight (8) week period will include the two (2) week waiting period and furthermore, it is not in addition to the 17 week pregnancy leave maximum and 35 week parental leave maximum.
- b) If not eligible for EI, the employee will be entitled to regular compensation for the employee's accrued sick leave bank for a maximum of six (6) weeks or days accrued in their sick leave bank, whichever is less. Sick leave beyond the six (6) week period will only be granted upon satisfactory medical evidence demonstrating the employee's illness is a direct result of either the pregnancy or birth of the child.
- c) It is understood that an employee's total compensation during the pregnancy leave will not be greater than the total compensation the employee would receive if actively at work during the period of the pregnancy leave.

## ARTICLE 16 - SICK LEAVE PLAN

### 16.01 – Eligibility

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

### 16.02 - 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.

### 16.03 - 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.

### 16.04 - Sick Leave and Credits

For Permanent 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 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 16 - SICK LEAVE PLAN (Continued)

Effective September 1, 2006:

For all seniority employees 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 after September 1, 2006.
- (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 after September 1, 2006 [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 employees shall have their sick leave limited to a maximum of two hundred (200) days [200 X regularly scheduled working hours/day.]
- (iv) Long Term Occasional employees of the Bargaining Unit shall be entitled to one (1) sick day for each full month worked on a prorated basis. It is understood that at the end of the assignment any outstanding sick leave credits will be cancelled, unless an additional Long Term Contract is provided to the employee. The unused sick days from the first contract would accumulate, but would not be allowed to be accumulated past the school year in which they were earned.

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.

### 16.05 - Notice of Absence

Employees are required to attend work regularly. When unable to attend, the employee must immediately report the absence to the supervisor or designate, and 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.

## ARTICLE 17 – VACATION ENTITLEMENT

Effective September 1, 2006

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.

### 17.01

Employees with less than one (1) year's service as at October 1 will receive vacation as provided by the Employment Standard Act;

### 17.02

Employees with one (1) years' continuous service but less than two (2) years' continuous service as at October 1<sup>st</sup> will receive vacation pay of 4%.

### 17.03

Employees with two (2) years' continuous service but less than eight (8) years' continuous service as at October 1<sup>st</sup> will receive vacation pay of 6%.

### 17.04

Employees with eight (8) years' continuous service but less than sixteen (16) years' continuous service as at October 1<sup>st</sup> will receive vacation pay of 8%.

### 17.05

Employees with sixteen (16) years' continuous service but less than twenty-four (24) years' continuous service as at October 1<sup>st</sup> will receive vacation pay of 10%.

### 17.06

Employees with twenty four (24) years' continuous service as at October 1<sup>st</sup> will receive vacation pay of 12%.

### 17.07

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.

### 17.08

Vacation entitlement will be received on each pay.

## ARTICLE 18 - BENEFIT PLANS

### 18.01 - TEACHER PENSION PLAN (TPP)

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

### 18.02

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

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

#### Board Contribution:

Dental	100%
Extended Health	100%
Hearing Care Option	\$500
Vision Care Option	\$275 every twenty-four months (effective September 1, 2006) \$300 every twenty-four months (effective September 1, 2007)

### 18.03

If the Educational Assistant is declared redundant to the system, the Board will continue to provide the above contribution to benefits for the Educational Assistant, up to but not beyond August 31<sup>st</sup>.

It is recognized by the Board that the start of the school year for JK/SK positions will have a later start date as defined in the school year calendar.

### 18.04

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

### 18.05

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.

### 18.06 - 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 Manulife Financial on September 1, 1996, adjusted to include a maximum insurance coverage of \$300,000, or other plan with equivalent benefits.

## ARTICLE 19 - RETIREMENT POLICY

### 19.01

A Member shall notify the Board, in writing, of the Member's intent to resign/retire by November 30<sup>th</sup> for a resignation/retirement to take effect December 31<sup>st</sup> or January 31, and by April 30<sup>th</sup> for a June 30<sup>th</sup> resignation/retirement.

Nothing herein prevents a Member and the Board from mutually agreeing to the employee's resignation at any other time. The board shall not unreasonably refuse to accept a resignation/retirement.

## ARTICLE 20 – HOURS OF WORK

### 20.01

#### Effective October 20, 2003:

The regular hours of work during the school year for full-time personnel shall be six (6.0) 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 (3.0) 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.

#### Effective September 1, 2011:

The regular hours of work during the school year for full-time employees shall be seven (7.0) hours in one day, exclusive of lunch break, Monday to Friday. Also to be excluded are Christmas break and March break.

The regular hours of work during the school year for part-time employees shall be three and one half (3.5) hours in one day, exclusive of lunch break, Monday to Friday. Also to be excluded are Christmas break and March break.

### 20.02

Notwithstanding Article 2.03, 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.

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

The President of the Association will be made aware of any increase in working hours over and above six (6.0) hours.

Effective September 1, 2011, The President of the Association will be made aware of any increase in working hours over and above seven (7.0) hours.

### 20.03

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.

### 20.04

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

## ARTICLE 20 – HOURS OF WORK (Continued)

### 20.05

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

### 20.06

#### 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.

#### Effective September 1, 2011:

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 seven (7.0) hour day.

### 20.07 - Travel Time

An Itinerant/Regional Team Educational Assistant, including a Long Term Occasional Educational Assistant who is assigned to replace an Itinerant/Regional Team Educational Assistant on temporary leave, 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.

### 20.08 – 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.

### 20.09

The number of working days for the Educational Assistants will be defined in the school year calendar in Accordance with the Education Act.

## ARTICLE 21 - OVERTIME

### 21.01

(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 twenty (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 22 - STATUTORY HOLIDAYS

### 22.01

The Board recognizes the following as paid holidays for Educational Assistants:

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

### 22.02

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

### 22.03

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 17.

### 22.04

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.

### 22.05

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

Employees will not have their eligibility for holiday pay for Canada Day, Labour Day, Christmas Day, Boxing Day and New Year's Day impacted due to the timing of the Board shutdown.

### 22.06

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 - STATUTORY HOLIDAYS (Continued)

22.07

The payment for the following days will be paid to Educational Assistants based on a mutually agreed to pay schedule between the Board 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 23 - CORRESPONDENCE

### 23.01

- 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.

### 23.02

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.

### 23.03

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

## ARTICLE 24 - HEALTH AND SAFETY

### 24.01

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.

### 24.02

The Board agrees to include a representative and an alternate of the Halton District Educational Assistants' Association who are members of a Central Joint Occupational Health and Safety Committee.

### 24.03

The Association Representative and alternate who are members of the Central Joint 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 25 - PROFESSIONAL DEVELOPMENT

### 25.01

There shall be a number of 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 paid work day by the Board to be used for Professional Development as determined by the Professional Development Committee.

All full and part time Permanent, Probationary and Long Term Occasional Educational Assistants, will attend all Professional Development Days.

Part time Educational Assistants on the A and B schedule will attend the full day on all Professional Development Days and will be paid for the full day.

All other employee's hours of work and payment for the Professional Development Day will be based on an employee's regular working hours.

### 25.02

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 twenty thousand dollars (\$25,000) (\$20,000 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

### 26.01

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 1<sup>st</sup> 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.

### 26.02

Effective September 1, 2008	3.0%
Effective September 1, 2009	3.0%
Effective September 1, 2010	3.0%
Effective September 1, 2011	3.0%

### 26.03

All qualified, newly hired Members shall be placed at the Start of the salary schedule where no documentation of proof is provided. When documentary proof of related experience is provided, the Member shall be placed in the appropriate salary schedule position. All documentary proof is to be filed with the Executive Officer of Human Resources. The salary schedule placement shall be retroactive to the first day of employment, once the Member has submitted the required documentation.

### 26.04

Members who have submitted documentary proof, as described in Article 7.21, of related experience from Group 1 will be placed in the appropriate salary schedule of Group 1 or the appropriate salary schedule of Group 2.

### 26.05

In the event that complete documentation for related experience, as indicated in Article 26.02, are not provided to the Executive Officer of Human Resources within one hundred and twenty (120) days, the Member's salary will be adjusted to the Start of the salary, 0 years experience until documentation is complete. A retroactive adjustment will be made once the Member has submitted the required documentation. The maximum amount of retroactive adjustment payment will be for the school year in which the documentation is received.

ARTICLE 26 - SALARY SCHEDULE (Continued)

26.06

At the discretion of the Executive Officer of Human Resources, where a Member's training, qualifications and experience cannot be readily classified, the Executive Officer of Human Resources shall review the training, qualifications and experience and determine the level in which the Member will be placed. It is understood and agreed that the decision of the Executive Officer of Human Resources shall be final and there shall be no right of grievance pursuant to the placement. In the event of a dispute regarding documentation as outlined in Article 7.21, the final decision rests with the Executive Officer of Human Resources.

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective September 1, 2008

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	\$18.47	\$19.33	\$20.23	\$21.21
E.S.L. Large Class Size				
<u>Group 2</u>	\$20.04	\$21.00	\$21.98	\$23.02

Augmentative Communication Support Class

Autism Spectrum Disorder Team

Behaviour Action Team

Behaviour Resource / Health and Safety

Brailist

Communication Transition Program

Deaf and Hard of Hearing

Early Language Development Class

Food School

Functional Communication Program

Intervenor

Learning Centre

Low Vision / Blind Classroom Support

Personal Care / Academic

Primary Language Class

Regional Itinerant

Resource Support

Score

Section 23 Classroom

Self Contained Behavioural Class

Self Contained Centre Program

Self Contained Learning Disability Class

Self Contained Life Skills Focus Class

Vacation Pay will be added to the above rates.

Supply Educational Assistant: \$16.43/hour

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective September 1, 2009:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	\$19.02	\$19.91	\$20.84	\$21.84
E.S.L. Large Class Size				
<u>Group 2</u>	\$20.65	\$21.63	\$22.64	\$23.71
Augmentative Communication Support Class				
Autism Spectrum Disorder Team				
Behaviour Action Team				
Behaviour Resource / Health and Safety				
Brailist				
Communication Transition Program				
Deaf and Hard of Hearing				
Early Language Development Class				
Food School				
Functional Communication Program				
Intervenor				
Learning Centre				
Low Vision / Blind Classroom Support				
Personal Care / Academic				
Primary Language Class				
Regional Itinerant				
Resource Support				
Score				
Section 23 Classroom				
Self Contained Behavioural Class				
Self Contained Centre Program				
Self Contained Learning Disability Class				
Self Contained Life Skills Focus Class				

Vacation Pay will be added to the above rates.

Supply Educational Assistant: \$16.92/hour.



ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective September 1, 2010:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	\$19.59	\$20.51	\$21.46	\$22.50

E.S.L.  
Large Class Size

<u>Group 2</u>	\$21.26	\$22.28	\$23.32	\$24.42
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Augmentative Communication Support Class  
Autism Spectrum Disorder Team  
Behaviour Action Team  
Behaviour Resource / Health and Safety  
Brailist  
Communication Transition Program  
Deaf and Hard of Hearing  
Early Language Development Class  
Food School  
Functional Communication Program  
Intervenor  
Learning Centre  
Low Vision / Blind Classroom Support  
Personal Care / Academic  
Primary Language Class  
Regional Itinerant  
Resource Support  
Score  
Section 23 Classroom  
Self Contained Behavioural Class  
Self Contained Centre Program  
Self Contained Learning Disability Class  
Self Contained Life Skills Focus Class

Vacation Pay will be added to the above rates.

Supply Educational Assistant: \$17.43/hour.

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective September 1, 2011:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	\$20.18	\$21.13	\$22.10	\$23.17
E.S.L. Large Class Size				
<u>Group 2</u>	\$21.90	\$22.95	\$24.02	\$25.16

Augmentative Communication Support Class  
Autism Spectrum Disorder Team  
Behaviour Action Team  
Behaviour Resource / Health and Safety  
Brailist  
Communication Transition Program  
Deaf and Hard of Hearing  
Early Language Development Class  
Food School  
Functional Communication Program  
Intervenor  
Learning Centre  
Low Vision / Blind Classroom Support  
Personal Care / Academic  
Primary Language Class  
Regional Itinerant  
Resource Support  
Score  
Section 23 Classroom  
Self Contained Behavioural Class  
Self Contained Centre Program  
Self Contained Learning Disability Class  
Self Contained Life Skills Focus Class

Vacation Pay will be added to the above rates.

Supply Educational Assistant: \$17.95/hour.

## ARTICLE 27 - TRAVEL ALLOWANCE

### 27.01

A Permanent, Probationary or Long-Term Occasional 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.

### 27.02

When an Educational Assistant accompanies a student(s) on a field trip, it is understood and agreed that the Principal/Supervisor will make every attempt to provide regularly scheduled breaks, lunch periods and the regularly scheduled work hours. In the event that this is not possible, the employee compensation will be provided as lieu time. Internal coverage for lieu time must be arranged. The employee and Principal/Supervisor will agree to the dates the scheduled lieu time will be taken.

There is no requirement to make up Supervision Time missed due to the attendance of an Educational Assistant on a field trip.

## 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 2008 and shall terminate at midnight upon the 31st day of August 2012. 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 25th day of November 2008.

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

D. DeBoer  
Manager of Human Resources

K. Schaffer  
Superintendent – Student Services

J. Stieva  
Principal

D. Taylor  
Principal

D. Shyminsky  
Principal

D. Vrooman  
Trustee

P. Rosina  
Labour Relations Officer

P. Hutton  
Human Resources Administrator

FOR THE UNION:

L. Gurzi  
President / Chief Negotiator, HDEAA

D. Lavery  
HDEAA Negotiating Team

S. Newell  
HDEAA Negotiating Team

L. Gallow  
HDEAA Negotiating Team

P. Toohy  
HDEAA Negotiating Team

J. Wilson  
HDEAA 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 25th day of November, 2008.

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

D. DeBoer  
Manager of Human Resources

K. Schaffer  
Superintendent – Student Services

J. Stieva  
Principal

D. Taylor  
Principal

K. Shyminsky  
Principal

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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: 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 25th day of November, 2008

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

D. DeBoer  
Manager of Human Resources

K. Schaffer  
Superintendent – Student Services

J. Stieva  
Principal

D. Taylor  
Principal

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Prinicpal

D. Vrooman  
Trustee

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Between

THE HALTON DISTRICT SCHOOL BOARD  
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and

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

**RE: Professional Development Supply Coverage**

The Board agrees that for the period September 1, 2008 to August 31, 2012, an amount of \$5000.00 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 25th day of November, 2008

FOR THE BOARD:

K. Terry

Senior Manager of Human Resources

D. DeBoer

Manager of Human Resources

K. Schaffer

Superintendent – Student Services

J. Stieva

Principal

D. Taylor

Principal

K. Shyminsky

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J. Wilson

HDEAA 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: 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, up to a maximum of twenty-five (25) days per school year, 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 25th day of November, 2008

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

D. DeBoer  
Manager of Human Resources

K. Schaffer  
Superintendent – Student Services

J. Stieva  
Principal

D. Taylor  
Principal

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LETTER OF AGREEMENT

Between

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

**RE: RELEASE TIME FOR CORE TEAM/CASE CONFERENCE PARTICIPATION**

The Board agrees to establish a fund for the payment of time required for the participation of an Educational Assistant in either Core Team or Case Conference meetings where the Administrator requests the participation of the Educational Assistant.

The payment shall be computed based on the employee's regular straight time hourly rate of pay times the number of hours for which the employee is in attendance at such meetings.

It is agreed that the Board and the Association will discuss the implementation process.

Signed as agreed at Burlington, on the 25th day of November, 2008

FOR THE BOARD:

K. Terry

Senior Manager of Human Resources

D. DeBoer

Manager of Human Resources

K. Schaffer

Superintendent – Student Services

J. Stieva

Principal

D. Taylor

Principal

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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: JOB EVALUATION**

The Board agrees to establish a Joint Job Evaluation Committee (JJE) to review all positions within the Association. The parties agree to use Watson Wyatt Canada as the consultants for this evaluation. This evaluation will be used to review the existing pay equity plan.

The work of the committee will commence as soon as possible after ratification of this agreement.

It is agreed that any adjustments will be effective September 1, 2007 and that if pay equity adjustments are determined to be owing at some point in the future, any increases to job rate resulting from this job evaluation process will be credited towards those pay equity adjustments.

In addition, the parties agree that if pay equity adjustments are determined to be owing at some point in the future, any increases to job rate negotiated in this round of collective bargaining will be credited towards those pay equity adjustments.

Signed as agreed at Burlington, on the 25th day of November, 2008

FOR THE BOARD:

K. Terry

Senior Manager of Human Resources

D. DeBoer

Manager of Human Resources

K. Schaffer

Superintendent – Student Services

J. Stieva

Principal

D. Taylor

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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: TRANSPORTATION OF STUDENTS**

The Board and the Union agree that it is not the expectation of the Board that Educational Assistants be required to use their personal vehicle to transport students.

Signed as agreed at Burlington, on the 25th day of November, 2008

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

D. DeBoer  
Manager of Human Resources

K. Schaffer  
Superintendent – Student Services

J. Stieva  
Principal

D. Taylor  
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J. Wilson  
HDEAA 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: BENEFITS COMMITTEE**

The parties agrees to establish a joint Union/Board Committee with equal representation to explore the options for the use of the HDEAA share of the benefit dollars flowing in the 2010/2011 school year from the Provincial Discussion Table specific to HDEAA.

Signed as agreed at Burlington, on the 25th day of November, 2008

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

D. DeBoer  
Manager of Human Resources

K. Schaffer  
Superintendent – Student Services

J. Stieva  
Principal

D. Taylor  
Principal

K. Shyminsky  
Prinicpal

D. Vrooman  
Trustee

P. Rosina  
Labour Relations Officer

P. Hutton  
Human Resources Administrator

FOR THE UNION:

L. Gurzi  
President / Chief Negotiator, HDEAA

D. Lavery  
HDEAA Negotiating Team

S. Newell  
HDEAA Negotiating Team

L. Gallow  
HDEAA Negotiating Team

P. Toohy  
HDEAA Negotiating Team

J. Wilson  
HDEAA 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: PROFESSIONAL DEVELOPMENT COMMITTEE AND FUNDING**

The parties agree to establish a joint Union/Board Committee consisting of three (3) members from the Board and three (3) members from the Bargaining Unit to discuss Professional Development and Training for the Bargaining Unit members. The Committee will meet on an ongoing basis to discuss the PD Development and Training.

The parties agree to meet to establish the proportional amount of the \$17 million one-time 2008-09 Ministry of Education funding enhancement for Professional Development and Training which is to be provided to the Bargaining Unit. The amount of \$232,485.90, shall be provided to the Bargaining Unit no later than December 31, 2008. The Committee shall complete their work in regards to PDT funding enhancement by January 31, 2009.

Signed as agreed at Burlington, on the 25th day of November, 2008

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

D. DeBoer  
Manager of Human Resources

K. Schaffer  
Superintendent – Student Services

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Principal

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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: PROVINCIAL COMMITTEES**

The Board and the Association agree that HDEAA member(s) appointed to the Provincial SWAG or other Provincial Committees arising from the PDT Agreement shall be treated as if on secondment to the Ministry of Education. It is understood that the Ministry of Education reimburses the Board for the salary and benefit costs of the HDEAA Member during the term of secondment.

The time spent at such meetings shall not be deduction from the union release time identified under Article 5 – Association Representation.

Signed as agreed at Burlington, on the 25th day of November, 2008

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

D. DeBoer  
Manager of Human Resources

K. Schaffer  
Superintendent – Student Services

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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: PDT ENHANCEMENT**

The Board agrees that in the event that a classification of employees covered by this PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with CUPE or OSSTF, the greater enhancement shall be provided to the group of applicable employees covered by this PDT agreement.

Signed as agreed at Burlington, on the 25th day of November, 2008

FOR THE BOARD:

K. Terry  
Senior Manager of Human Resources

D. DeBoer  
Manager of Human Resources

K. Schaffer  
Superintendent – Student Services

J. Stieva  
Principal

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HDEAA 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: SUPPLY EDUCATIONAL ASSISTANTS LIST**

Effective September 1, 2009 the Board and the Association agree that the Supply Educational Assistants List means a list of all Educational Assistants who have been accepted by the Board to work as Supply Educational Assistants.

Only those Educational Assistants names on the Supply Educational Assistants List will be called for supply educational assistant opportunities.

The Board will add to the Supply Educational Assistant List as deemed necessary by the Board and the Association shall receive a list of the names in the month that the additions occur.

Supply Educational Assistants who wish to continue to work on a supply basis from one school year to the next must notify the Board in writing by June 30<sup>th</sup>, on a form which is to be provided by the Board to the Educational Assistant by June 1<sup>st</sup>, affirming their intent to be available for supply educational assistant assignments.

A Supply Educational Assistant shall notify the Human Resources Department of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Supply Educational Assistant regarding educational assistant assignments.

A Supply Educational Assistant's name shall be removed from the list for the following reasons:

- i. is discharged;
- ii. resigns, or retires;
- iii. fails to notify the Human Resources Department by June 30<sup>th</sup> each year of his/her desire to remain on the list for the next school year;
- iv. fails to work a minimum of twenty (20) assignments between September 1<sup>st</sup> and and June 30<sup>th</sup>, unless the Educational Assistant is on an approved leave of absence from Human Resources. Members will be notified in writing by July 15<sup>th</sup> that their name has been removed from the list;
- v. when accepting a supply educational assistant assignment and not arriving at the school and failing to contact the school to advise that they have cancelled the job. After the third (3<sup>rd</sup>) offence, the supply Educational Assistant will be notified in writing that their name has been removed from the list, with a copy to the Association.

Signed at Burlington this 15th day of March, 2009.

FOR THE BOARD:

K. Terry

Senior Manager of Human Resources

D. DeBoer

Manager of Human Resources

K. Schaffer

Superintendent – Student Services

J. Stieva

Principal

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## APPENDIX 1

### Supply Educational Assistants

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.

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 and be considered a Long Term Occasional Educational Assistant.

In cases where 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.

### Effective September 1, 2011

Supply Educational Assistants employed by the Halton District School Board for twenty (20) consecutive full-time days, 7.0 hours, in the same assignment or for forty (40) consecutive half days, 3.5 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 and be considered a Long Term Occasional Educational Assistant.

Supply Educational Assistants shall be governed by the Employment Standards Act and any amendments thereto.

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

Articles 1 (Purpose)  
Article 2 (Recognition)  
Article 3 (Management Rights)  
Article 4 (Association Dues)  
Article 5 (Association Representation)  
Article 6 (No Strikes and Lockouts)  
Article 7 (Interpretations and Definitions)  
Article 9 (Grievance Procedure)  
Article 10 (Arbitration)  
Article 13.01.03 (Posting)  
Article 14.01 – (Jury Duty and Subpoena) - Applicable to Long-Term Occasional Educational Assistants only  
Article 14.04 – (Bereavement) - Applicable to Long-Term Occasional Educational Assistants only  
Article 14.06 – (Workplace Safety & Insurance)  
Article 14.13 (Religious Holy Days) - Applicable to Long-Term Occasional Educational Assistants only  
Article 16.04 iv – (Sick Leave) - Applicable to Long-Term Occasional Educational Assistants only  
Article 20 (Hours of Work)  
Article 21 (Overtime) – Applicable to Long-Term Occasional Educational Assistants only  
Article 26 (Salary Schedule)  
Article 27 (Travel Allowance) – Applicable to Long-Term Occasional Educational Assistants only  
Article 28 (Term of Agreement)