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**COLLECTIVE AGREEMENT**

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*Between*

Educational Resource Facilitators of Peel

- and -

Peel District School Board

September 1, 2008 to August 31, 2012

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AGREEMENT BETWEEN:

The Peel District School Board  
hereinafter called the "Board"

- and -

Educational Resource Facilitators of Peel  
hereinafter called "The Association"

September 1, 2008 to August 31, 2012

12649(04)

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**ARTICLE 1 - PURPOSE**

1.01 It is the intent and purpose of the parties to set forth in this Agreement terms and conditions of employment, and to provide the mechanism for the prompt and equitable disposition of grievances which may arise between the parties.

1.02 It is the desire of the parties to maintain a harmonious relationship between the Board and the Association.

## ARTICLE 2 - DEFINITIONS

- 2.01 "Agreement" means this Collective Agreement, all Letters of Intent, Letters of Understanding, and Appendices.
- 2.02 "Board" means the Peel District School Board.
- 2.03 "Association" means the Educational Resource Facilitators of Peel.
- 2.04 "Union" will have the same meaning as Association.
- 2.05 "Employee" means an employee of the Board included in the bargaining unit defined in article 3.01.
- 2.06 "Full-time Employee" shall mean an Employee employed by the Board on a permanent basis who works five (5) full days per week on a school year basis.
- 2.07 "Part-time Employee" shall mean an Employee employed by the Board on a permanent basis who works a regular number of assigned hours or days per week which is less than a full-time assignment of five (5) full days per week on a school year basis.
- 2.08 "Casual Employee" shall mean an Employee employed by the Board who:
- a) works on a casual basis to replace permanent or probationary Employees absent due to illness, accident, leave of absence, or any other reason which the Board believes to be temporary; or
  - b) works on a casual basis when and as needed by the Board under an arrangement whereby the Employee may elect to work or not for a temporary period when requested to do so; or
  - c) works on a casual basis during periods of heavy workload or other temporary requirements.

ARTICLE 2 - DEFINITIONS (CONTINUED)

- 2.09 A "Long-Term Casual Employee" shall mean a Casual Employee employed by the Board who works for a period of more than fifteen (15) consecutive working days in the same assignment.
- 2.10 Effective September 1, 2011, the following shall replace Article 2.09:
- a) A "Long-Term Casual Employee" shall mean a Casual Employee employed by the Board who works for a period of more than twelve (12) consecutive working days in the same assignment.
  - b) The twelve (12) consecutive days referred to in Article 2.10 a) are deemed to be broken when an absence is initiated by the Long-Term Casual Employee or when the assignment is completed.
  - c) Notwithstanding Article 2.10 b) above, the twelve (12) consecutive days referred to in Article 2.10 a) shall not be broken when a Long Term Casual Employee is absent as a result of a death of an immediate family member as determined in accordance with Board Policy #23 or an absence due to inclement weather as determined by the Board's procedures or an absence due to Union Leave in accordance with Article 3.08 Recognition.
- 2.11
- a) A "Permanent Pre-school Employee" shall mean an Employee who works in a pre-school situation and who was recognized by the Board as a permanent Employee prior to January 1, 2000.
  - b) A "Casual Pre-school Employee" shall mean an Employee who works in a pre-school situation after January 1, 2000.

ARTICLE 3 - RECOGNITION

- 3.01 This Agreement will apply to all Employees in the bargaining unit defined in the certificate issued by the Ontario Labour Relations Board on the 17<sup>th</sup> day of March, 1999, that is, all teaching assistants employed by the Peel District School Board, save and except supervisors and persons above the rank of supervisor, persons for whom any trade union held bargaining rights as of April 14, 1998, and teaching assistants employed during the school vacation period.
- 3.02 The Board recognizes the Educational Resource Facilitators of Peel as the sole bargaining agent for all Employees in the bargaining unit defined above.
- 3.03 This Agreement contains all the terms and conditions agreed upon by the Board and the Association with respect to the bargaining unit described in Article 3.01.
- 3.04 The Board recognizes the Association as the agent of the Association for the purposes of any further negotiation for the renewal of this Agreement and the administration of this Agreement.
- 3.05 At any further negotiations for the renewal of this Agreement the Board shall recognize and meet with a Negotiating Committee of the Association consisting of not more than seven (7) members of the Educational Resource Facilitators of Peel employed by the Board.

ARTICLE 3 - RECOGNITION (CONTINUED)

- 3.06 The Board also recognizes the right of the Association to authorize an advisor, agent, counsel, or solicitor to assist, advise, or represent them in all matters pertaining to this Agreement. Any such agent or advisor shall be included in the seven (7) members of the Negotiating Committee outlined in Article 3.05.
- 3.07
- a) The Association shall notify the Board as to the members of its Negotiating Committee, Grievance Committee, Liaison Committee, Training Committee and Association Executive, and the Board shall not be required to **recognize** any person as such a Committee or Executive member until so notified.
  - b) The Board shall notify the Association as to the members of its Negotiating Committee, Grievance Committee, Liaison Committee and Training committee and the Association will not be required to recognize any person as such a Committee member until so notified.
- 3.08
- a) The members of the Association's Negotiating Committee, Grievance Committee, Liaison Committee, Training Committee or Association Executive shall not leave their regular duties as a Teaching Assistant without first obtaining the permission of the Teaching Assistant's Superintendent/Principal or designate. Such permission shall not be unreasonably withheld.
  - b) It is understood that the Committee members will not absent themselves from their regular duties unreasonably.
  - c) The Board shall not be obligated to pay a committee member in respect of such absences, but shall pay the replacement for any such Committee member where it determines that a replacement is necessary in respect of **any such absences**.
  - d) However, the Board shall pay such Committee members for attendance at other meetings (excluding negotiations, conciliation, mediation, grievance or arbitration meetings) held during the regular school day, which are initiated by the Board.



ARTICLE 3 - RECOGNITION(CONTINUED)

- 3.09 If the Board requires a Teaching Assistant to meet with his/her supervisor in order to receive a formal reprimand, suspension, or discharge, the supervisor will inform the Teaching Assistant that he/she has the right to have an Association representative present.
- 3.10 Amendments to this Agreement will be made only by mutual agreement in writing of the Board and the Association after ratification by both parties.

ARTICLE 4 - PROBATIONARY PERIOD

- 4.01
- a) Newly hired Employees shall serve a probationary period of six (6) months within the bargaining unit (excluding July and August). During the probationary period, an Employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Board. No grievances may be submitted concerning the termination of employment, lay-off, or disciplining of a probationary Employee.
  - b) Notwithstanding 4.01 (a), where the Board is not satisfied that it wishes to retain a probationary Employee beyond the end of the normal probationary period, but the Board has not decided to terminate the Employee's employment immediately, the parties may agree in writing to an extension of the normal probationary period, pursuant to such terms and conditions as they consider reasonable in the circumstances. Such an extension agreement must normally include the Employee's consent, unless the employee is not available or able to provide it at the relevant time.
  - c) The six (6) month probationary period provided for in Article 4.01 a) shall be extended in the case of any Employee who is absent due to unpaid leave of absence, illness or a Workers' Compensation disability for a period of ten (10) working days or more. The length of the extension shall be equal to the length of such absence(s).

A handwritten signature or set of initials, possibly 'JG', written in black ink at the bottom right of the page.

## ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its Administration.
- 5.02 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of an employee to lodge a grievance under the grievance procedures herein provided for, the Employees and the Association recognize and accept that it is the right of the Board to:
- a) hire, transfer, promote, demote, classify, direct, assign, or lay-off;
  - b) suspend with or without pay, discharge or otherwise discipline for just cause a non-probationary Employee or Long Term Casual Employee who has been continuously employed in that capacity for two (2) years or more, and suspend with or without pay, discharge or otherwise discipline a probationary or casual Employee other than those referred to above for any reason at the sole discretion of the Board;
  - c) determine the location of operations and services, their expansion or their curtailment; contracting out; determine the schedules of operations, services to be provided and work schedules: determine the methods, procedures and equipment to be employed, job content, the standards of performance for all Employees, the establishment of work or job assignments, or job classifications; determine the qualifications of an employee to perform any particular job or service; decide on the number of Employees needed by the Board at any time, the number of hours to be worked, starting and quitting times; and
  - d) to make, enforce, and alter from time to time, reasonable rules, regulations and policies governing bargaining unit Employees which do not conflict with any provisions of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS (CONTINUED)

5.03 The Board agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement, and the express provisions of this Agreement constitute the only limitations on the Board's rights.

5.04 Consultation

Should the Board contemplate any major changes in the staffing or delivery of programs, it will consult with the Association in respect of such changes.

5.05 Indemnification

Peel District School Board Policy 63 as approved August 27, 1996 shall apply to all members of the bargaining unit. Policy 63 shall not be amended during the term of this agreement without the consent of the Association. An individual affected by the application or non-application of Policy 63 shall have the right to grieve any alleged violation of the policy pursuant to the grievance procedure.

5.06 The Board agrees to communicate to the Association any proposed new policy or changes in policy of the Board which will directly affect Employees. The Board agrees to consider any submissions made by the Association regarding the proposed new policy or changes in policy before the policy is implemented by the Board.

ARTICLE 6 -ASSOCIATION SECURITY

- 6.01 During the term of this Agreement the Board agrees to deduct, from each pay of each Employee, the regular monthly fees, dues and Association levy as certified by the Association. The Association shall notify the Board in writing, at least thirty (30) days prior to any changes in the amount of dues, fees or levy, but no later than June 30th for the following September. The Board agrees to insert on the T-4 slips given to each Employee the amount of dues deducted each year.
- 6.02 The amount deducted in accordance with Article 6.01, shall be remitted to the Treasurer of the Association, no later than the fifteenth day following the month in which the deductions were made. The payment will be accompanied by a list showing names, and dues deducted for each Employee. The Board, where possible, shall provide the information in electronic form.
- 6.03 The Association shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deduction and remittance of monthly fees, dues and Association levies by the Board pursuant to this Article, except for non-remittance of monthly fees, dues and Association levies owing to the Association by the Board.
- 6.04 The Board shall provide each Employee with a copy of the current Agreement. The cost of printing will be shared equally between the Board and the Association.
- 6.05 Should the Board be eligible for an Employment Insurance Premium Reduction, the Board shall pay, in accordance with the Employment *Insurance Act* and regulations, the employee's portion of the premium reduction to the Association on or before March 1<sup>st</sup> of each year.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 The Association agrees that during the life of this Agreement there will be no strikes, picketing, slowdown, or stoppage of work and the Board agrees that there will be no lockout.
- Strike and lockout shall be as defined in the Labour Relations **Act**.
- 7.02 No Employee shall be expected to perform duties carried out by other employees of the Board should such other employees be involved in legal strike action against the Board. This article will in no way release an employee from his or her professional ethical obligations.
- 7.03 In the event of prolonged strike action by other employee groups, the Board agrees to meet with the Association Executive to discuss the implications for Employees.

ARTICLE 8 - MISCELLANEOUS

8.01 Unless otherwise specifically indicated in this Agreement, all correspondence between the parties arising out of, or in connection with, this Agreement shall pass to and from the Director of Human Resources Support Services or designate, and the President of the Association or designate.

8.02 When the context requires, the singular shall include the plural, the masculine shall include the feminine and the feminine shall include the masculine.

8.03 The Board shall provide the President of the Association, or designate, with the names, address, home telephone number, employee number, location, start date and f.t.e. of all Employees by October 15<sup>th</sup> according to:

- a) alphabetical order;
- b) location; and
- c) full-time equivalent (f.t.e.).

The Board, where possible, shall provide the above information in electronic form.

8.04 Information

The Board shall provide the President of the Association, or designate, with the following information on a monthly basis:

- a) for new hires: name, address, home telephone number, location, employee number and start date;
- b) for casual new hires: name, address, home telephone number, and employee number;
- c) for all Employees – resignations, retirements, or other terminations of employment: name and employee number;

The Board, where possible, shall provide the above information in electronic form.

ARTICLE 8 - MISCELLANEOUS (CONTINUED)

- 8.05
- a) The Board shall provide all newly hired Teaching Assistants with such information regarding the Association as the Board and the Association may agree is appropriate.
  - b) When the Board schedules a group orientation session for new employees, the Association shall be invited to attend and participate in the orientation.



ARTICLE 9 - PERSONNEL FILES

- 9.01
- a) Only one official employee record file (hereinafter referred to as the "file") shall be kept for each Teaching Assistant in **the** Human Resources Services Department at the H.J.A. Brown Education Centre.
  - b) A Teaching Assistant shall have reasonable access to the Teaching Assistant's own file. The file shall be available and open to the Teaching Assistant for inspection in the presence of a Board Human Resources Department officer at a mutually convenient time during the regular working hours of the department.
  - c) A Teaching Assistant shall have the right to respond to any document contained in their own file.
  - d) The Board agrees to place copies of any disciplinary letters or documents in a Teaching Assistant's personnel file. A copy of the letter shall be given to the Teaching Assistant and to the Association.
  - e) A Teaching Assistant may request the removal or amendment of documents in the Teaching Assistant's personnel file which are of a disciplinary or negative nature after two (2) years has expired following issuance of the document. Such a request shall be made in writing to the Director of Human Resources Support Services, who shall consider the request in his or her sole discretion.
  - f) A Teaching Assistant shall be entitled upon request to copies of any materials contained in **his/her** personnel file, upon payment of any reasonable charges the Board may levy.
  - g) Notwithstanding Article 9.01 b), where a Teaching Assistant authorizes in writing access to **his/her** files by another person acting on the Teaching Assistant's behalf, the Board shall provide such access. Copies shall be provided to such representative in accordance with Article 9.01 f).

ARTICLE 10 - HIRING PROCESS

- 10.01 a) Human Resources Services shall be responsible for the screening of candidates. Successful candidates shall be included on the Board's casual supply list.
- b) The Board shall undertake to hire Teaching Assistants with appropriate post secondary education and directly related experience. Suggested appropriate qualifications include:
- E.A. - Educational Assistant
  - D.S.W. - Developmental Service Worker
  - E.C.E. - Advanced Studies in Special Needs in addition to basic Early Childhood Education
  - C.C.W. - Child Care Worker
  - C.Y.W. - Child and Youth Worker
  - R.N. - Registered Nurse
  - R.P.N. - Registered Practical Nurse
  - S.S.W. - Social Service Worker
  - D.D.W. - Developmental Disabilities Worker
  - Psychology Degree
  - Sociology Degree
  - Exceptionalities in Human Learning
  - Corrections Worker Diploma/Community and Justice Studies
- c) Proof of applicable qualifications and a Criminal Record Check must be submitted as a condition of employment.
- d) The Board and the Association agree that Teaching Assistants hired prior to December 13, 2000 shall be deemed qualified in their current position.
- e) The Board agrees to discuss with the Association any changes to the suggested appropriate qualifications list outlined in 10.01 b) before they are implemented.

ARTICLE 10 - HIRING PROCESS (CONTINUED)

- 10.02
- a) When the Board determines that a permanent Teaching Assistant is required, Human Resources Services will contact the appropriate Superintendent/Principal or designate to initiate the hiring process.
  - b) The position shall be broadcast to the attention of all Casual Teaching Assistants on the posting information line provided that there are no Employees on the Recall List at or above the job level that have the knowledge, training, skill, ability and qualifications to perform the required work effectively and who are willing to accept the position.
  - c) Applicants shall apply directly to the Superintendent/Principal or designate.
  - d) Once the hiring decision has been made, the appropriate Superintendent/Principal or designate shall advise Human Resources Services of the candidate's name and start date.
  - e) Human Resources Services shall confirm the appointment in writing to the new employee (copies to the appropriate Superintendent/Principal or designate) and arrange for documentation with the successful candidate.
  - f) The Superintendent/Principal or designate shall be responsible for notifying the unsuccessful candidates.

ARTICLE 10 - HIRING PROCESS (CONTINUED)

- 10.03 In the event there are no successful candidates from the hiring process outlined in this article, Human Resources Services shall initiate an external hiring process.
- 10.04 Any position which becomes vacant after March 15<sup>th</sup> shall be filled on a temporary basis only and shall subsequently be included in the Voluntary Transfer Process in accordance with Article 12. Any exceptions will be reviewed with the Association Executive.
- 10.05
- a) Notwithstanding Article 10.02 b) and 10.04, all Teaching Assistants below Level 4 shall be eligible to apply for Level 4 positions posted throughout the year provided that there are no Employees on the Recall List at that job level that have the knowledge, training, skill, ability and qualifications to perform the required work effectively and who are willing to accept the position.
  - b) Any vacancy created as a result of 10.05 a), which the Board chooses to fill, shall be posted in accordance with Article 10.02.

ARTICLE 11 - SENIORITY

- 11.01 The Seniority List is generated by Human Resources Services consisting of the names of Teaching Assistants in order of start date.
- 11.02
- a) Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Board or its predecessors, as an Employee in this bargaining unit. An Employee shall have no seniority rights during the probationary period. Upon completion of the probationary period, a new Employee's seniority shall be dated back to the most recent start date within the bargaining unit excluding time employed as a Casual Employee.
  - b) The following rules governing seniority are designed to give Employee's an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Board.
  - c) Long-Term Casual Employees will accrue seniority as per Article 29.03 f). Casual Employees will not accrue seniority.
- 11.03 Seniority once established for an Employee shall be forfeited and the Employee's employment shall be deemed terminated under the following conditions:
- a) if the Employee voluntarily leaves the employ of the Board;
  - b) if the Employee retires;
  - c) if the Employee is discharged and not reinstated through the Grievance Procedure or Arbitration Procedure;
  - d) if the Employee is absent from work in excess of three (3) working days without permission;
  - e) if the Employee fails to report for duty, after a lay-off or upon termination of an authorized leave of absence, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

ARTICLE 11 - SENIORITY (CONTINUED)

- 11.03      f) if twenty-four **(24)** months or a period equal to the Employee's seniority at the time of lay-off, whichever is less, have elapsed from the date of a lay-off;
- g) if the Employee is permanently disabled from working in the bargaining unit, this provision is subject to the legal obligations of the Board as defined in the Human Rights Code.
- 1 104      The Seniority List, current as of April 1<sup>st</sup> of each year, shall be distributed electronically. Ties will be broken by the Human Resources Support Services Department with the use of computer technology. The Board shall send an electronic copy of the Seniority List to the President of the Association at the same time as the list is distributed.
- 11.05      The Seniority List is deemed to be accurate if the Association does not advise the Board of any discrepancies within a period of ten (10) days. In the event that the Association challenges the accuracy of the Seniority List and the Board determines that a change is required, after consultation with the Association, the revised Seniority List shall be sent to the President of the Association and redistributed to the system.

## ARTICLE 12 -TRANSFER AND SURPLUS

### 12.01 Definitions

- a) "Voluntary Transfer" - voluntary transfer is a transfer from one assignment to another within the jurisdiction of the Peel District School Board in accordance with Article 12.05 initiated by a Teaching Assistant.
- b) "Administrative Transfer" - a transfer of a Teaching Assistant from one location to another within the jurisdiction of the Peel District School Board initiated by the Board.
- c) "Excess to Location" - an Excess to Location Teaching Assistant is one who is identified in accordance with this Article 12 as having no position at the Teaching Assistant's existing location for the following school year.
- d) "Surplus to Region" - a Surplus to Region Teaching Assistant is one who is identified in accordance with this Article 12 as having no position within the Board for the following school year and who has received or will receive notice of layoff pursuant to Article 12.03 b).
- e) "Seniority List" - the list generated by the Human Resources Services Department consisting of the names of Teaching Assistants in order of seniority as determined in accordance with Article 11.
- f) "Recall List" - a list maintained by the Human Resources Services Department which lists in order of seniority the names of Teaching Assistants who have been laid off as a consequence of having been declared Surplus to Region in accordance with this Article 12.
- g) "Location" - for the purpose of this Article, shall mean the location to which a Teaching Assistant is assigned. For Kindergarten, Hub and Readiness Centres, and Behavioural Teaching Assistants, the location is a superintendency and for Special Needs Teaching Assistants, the location is a school.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

12.02      General

- a) Unless otherwise specified, dates listed in this Article shown as "date" are as per the Peel District School Board memo entitled "Voluntary Transfer and Administrative Placement of Teaching Assistants".
- b) The Board shall determine the number of allocations for the following school year. On or before date\*, Special Programs shall advise Superintendents and Principals of the allocations for their schools and/or superintendency. On or before date\*, the Board shall advise Teaching Assistants (inclusive of Itinerants) of changes in allocation for the upcoming school year prior to the onset of the Voluntary Transfer process, on the understanding that changes may occur during or **after** the Voluntary Transfer process. When determining the number of allocations, the Board shall take into consideration all known student transfers and new admissions for the following school year.
- c) On or before date\*, prior to the Voluntary Transfer Process, Teaching Assistants shall be informed of their tentative assignment for September by the Principal/Superintendent. The remaining vacancies shall be posted **as** part of the Voluntary Transfer Process.

12.03      Surplus to Region

- a) In the event that the Board reduces the total number of allocations, Teaching Assistants shall be declared Surplus to Region based on (1) program (each separate level classification as defined in Article 21.04) and (2) seniority.
- b) On or before date\*, Surplus to Region Teaching Assistants shall receive notice of layoff. A copy of the notice shall be sent to the President of the Association.



ARTICLE 12 -TRANSFER AND SURPLUS (CONTINUED)

- 12.03
- c) The Board may rescind lay-off notices of Surplus to Region Teaching Assistants any time prior to their effective date. Once their lay-off notices are rescinded, these Teaching Assistants shall have access to all posted vacancies.
  - d) Surplus to Region Teaching Assistants shall be placed on the Recall List. Lay-off and recall shall be in accordance with Article 13.01.
- 12.04
- Excess to Location
- a) Teaching Assistants will be declared Excess to Location by (1) program and (2) seniority.
  - b) On or before date\*, Teaching Assistants identified as Excess to Location shall be advised by their immediate supervisor and this will be confirmed, in writing, by Human Resources Services on the understanding that additional Excess to Location situations may occur after this date. A copy shall be sent to the President of the Association.
  - c) Any exception to this process shall occur after consultation between the Board and the Association.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

12.05 Voluntary Transfer

- a) Dates for voluntary transfer and administrative placement shall be determined annually prior to April 30<sup>th</sup>. These dates and any subsequent revisions shall be determined by the Director of Human Resources Support Services or designate after consultation with the President of the Association or designate.
- b) When the Board determines that there are permanent Teaching Assistant vacancies or new allocations for the following school year, the position(s) will normally be posted (first posting) by date\* to allow for Voluntary Transfer. Only probationary/permanent Teaching Assistants shall be eligible to apply.
- c) A second posting shall occur by date\* and before the Regional Placement Meeting date\*. Only probationary/permanent Teaching Assistants shall be eligible to apply.
- d) A third posting shall occur by date\* and after the Regional Placement Meeting. Only those probationary/permanent Teaching Assistants who have not already secured a position through the Voluntary Transfer Process and Casual Teaching Assistants shall be eligible to apply. No priority will be given to probationary/permanent candidates over casuals in this final round.

ARTICLE 12 -TRANSFER AND SURPLUS (CONTINUED)

- 12.05
- e) i) Unless by mutual consent of the Teaching Assistant, the Association, and the Board, a Teaching Assistant may voluntarily transfer only once during the school year.
  - ii) Notwithstanding Article 12.05 d) and e) i) above, a Teaching Assistant who has been declared Excess to Location and who has voluntarily transferred to another location may, if a position becomes available at the school from which they were declared excess, apply for the position during the Voluntary Transfer Process but no later than the third posting.
  - iii) Notwithstanding Article 12.05 e) ii), the parties may discuss individual situations with exceptional circumstances as part of the Voluntary Transfer Process.
- f) After the third posting, only Casual Teaching Assistants will **be** eligible to apply for all remaining postings.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

- 12.05
- g) Positions posted shall include, but shall not be limited to, the following information:
    - i) nature of the position;
    - ii) location;
    - iii) category;
    - iv) any special skills or requirements; and
    - v) an indication of part-time (morning or afternoon, if known) or full-time.
  
  - h) Excess to Location Teaching Assistants not successful in obtaining a position during the Voluntary Transfer process shall be considered in order of seniority, by the Board, for a position at or below their current level at the Regional Placement Meeting.
  
  - i) A Teaching Assistant shall have the right to decline the position offered at the Regional Placement Meeting. Teaching Assistants who have elected to decline a position at their current level at the Regional Placement Meeting shall be declared Surplus to Region, and placed on the Recall List, but shall not have the right to bump. Teaching Assistants for which no placement could be found during the Regional Placement Meeting or who elect to decline a position below their current level shall be declared Surplus to Region, placed on the Recall List and shall have the opportunity to bump.

ARTICLE 12 -TRANSFER AND SURPLUS (CONTINUED)

12.06 Relocation During the School Year

- a) i) When a student (or program) moves from one location to another during the school year, the Teaching Assistant(s) working with that student (or program) shall normally move with the student (or program). However, if the Teaching Assistant(s) requests to remain at the location, the Principal, in consultation with Human Resources, will review this request and if the Principal determines that the request can be accommodated without disrupting the continuity of support for students then the Teaching Assistant can stay at the location and the least senior Teaching Assistant with the knowledge, training, skill, ability and qualifications to perform the required work effectively will move with the student (or program). Human Resources Services shall communicate with the Teaching Assistant(s) and the President of the Association.
  
- ii) When a student (or program) moves from one location to another for the following school year, upon completion of the Voluntary Transfer Process but before the commencement of the next school year, a Teaching Assistant may choose, on a seniority basis, to move with the student (or program). In the event that no Teaching Assistant at the location chooses to move with the student (or program), the least senior Teaching Assistant at that location shall move with the student (or program) provided they have the knowledge, training, skill, ability and qualifications to perform the required work effectively. Human Resources Services shall communicate with the Teaching Assistant(s) and the President of the Association.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

- 12.06
- b) The Superintendent of Curriculum, Instruction & Special Education Support Services, or designate, shall communicate with the Superintendent/Principal or designate, informing them of the transfer of the student (or program) and the name of the Teaching Assistant(s) going with the student (or program).
  - c) A Teaching Assistant who is required to move in accordance with Article 12.06 a) i) or ii) and who elects not to move with the student (or program) shall inform Human Resources Services in writing. This Teaching Assistant shall be declared Surplus to Region and shall be placed on the Recall List.
  - d) If the services of a Teaching Assistant are not needed in the student's new location or when a student leaves the school system, the Board shall, subject to availability, place the least senior Teaching Assistant from the location in an alternate assignment at their current level (1) within the Superintendency or (2) within the Region provided that it does not disrupt the continuity of support for students at the location and provided that the remaining Teaching Assistants at the location have the knowledge, training, skill, ability and qualifications to perform the required work effectively. If the Board is unable to place the Teaching Assistant in an alternate assignment, the Teaching Assistant shall be entitled to exercise their rights in accordance with Article 13.01.
  - e) The Board shall arrange for any necessary training regarding specialized procedures.
  - f) Teaching Assistants shall be advised of changes in location, in writing, by Human Resources Services with a copy to the President of the Association.

ARTICLE 12 -TRANSFER AND SURPLUS (CONTINUED)

12.07

Administrative Transfer

- a) Administrative Transfers may only take place during the school year, with the approval of the appropriate Superintendent, the Superintendent of Curriculum, Instruction & Special Education Support Services and the Human Resources Services Department, after consultation with the Association.
- b) The Teaching Assistant shall be given five **(5)** working days notice of an administrative transfer under this Article 12.07. This notice shall be confirmed in writing and a copy shall be sent to the President of the Association.

It is understood and agreed that this **timeline** may be shortened after consultation with the Association.

- c) Teaching Assistants Administratively Transferred may appeal the decision to the Director of Human Resources Support Services.

ARTICLE 13 - LAY-OFF AND RECALL

- 13.01 A lay-off, for the purpose of this Article, will be defined as a permanent reduction in the workforce. When the Board determines to lay-off or recall Employees, the following procedure will apply:
- a) In the event the Board decides that lay-offs are required in this bargaining unit, the Board shall discuss through the Liaison Committee circumstances surrounding the lay-off, possible alternatives and implementation issues. In such circumstances, the Board shall consult no less than thirty (30) calendar days in advance of the effective date of the lay-off.
  - b) Long Term Casual Employees within a program, followed by Probationary Employees within the program shall be the first to be laid off within the program in which the reduction is to occur provided that the remaining Employees have the knowledge, training, skill, ability and qualifications to perform the required work effectively.
  - c) If further lay-offs are required, Employees in the program within which the reduction is to occur shall be laid off in inverse order of their seniority, provided that the remaining Employees in the program have the knowledge, training, skill, ability and qualifications to perform the required work effectively.
  - d)
    - i) Paragraphs b) and c) hereof shall not apply in cases of normal lay-off during Christmas, March Break and the summer vacation period, and shall only apply in cases of indefinite lay-off.
    - ii) In cases of indefinite lay-off, notice and severance shall be in accordance with the Employment Standards Act.



ARTICLE 13 -LAY-OFF AND RECALL (CONTINUED)

- 13.01 e) i) After Employees have been declared Surplus to Region in accordance with this article, and the Regional Placement Meeting in Article 12.05 i) has occurred, those Employees on the Recall List shall have the opportunity to bump the least senior Employee at the same job level or lower provided they have the knowledge, training, skill, ability and qualifications **to perform** the required work effectively or remain on the Recall List.

Notwithstanding the above, Employees who have declined a position offered at their current level at the Regional Placement Meeting shall not be eligible to exercise their bumping rights under this Article.

- ii) If the Employee is the least senior employee in the job level, the Employee shall have the right to bump the least senior employee in the next lowest job level or lower (excluding Pre-school Teaching Assistants) provided that the Employee has the knowledge, training, skill, ability and qualifications to perform the required work effectively or remain on the Recall List.
- iii) When it is necessary to bump, the following conditions must be met:
- A) A part-time Employee cannot bump a full-time Employee.
  - B) An Employee cannot bump part of an assignment.
- iv) An Employee displaced by the bumping process or an Employee declining a position offered through the bumping process shall be placed on the Recall List in order of seniority.

ARTICLE 13 - MY-OFF AND RECALL (CONTINUED)

- 13.01
- f) The bumping process shall normally take place in late August.
  - g) Employees shall be recalled from lay-off in order of seniority, provided they have the knowledge, training, skill, ability and qualifications to perform the required work effectively. Employees will be recalled only to positions at or below their previous job Level.
  - h) Recall shall be by telephone (in person), courier, registered mail, facsimile or electronic mail. It shall be the Employee's responsibility to keep the Board informed as to any change in address, telephone or facsimile number. Should an Employee fail to do this, the Board shall not be responsible for failure of a recall notice sent to reach such Employee. Registered mail and courier shall be deemed to be received the business day after it is sent. All other forms of notice shall be deemed to be received on the day sent. An Employee who is recalled to work must signify his/her intention to return within three (3) working days after a notice of recall has been received and must return within a further three (3) working days or forfeit his/her right to recall.
  - i) An Employee has the right to refuse one (1) recall position. Upon refusal of the position, the Employee shall move to the bottom of the Recall List. If an Employee chooses not to accept the second recall position, that Employee is considered to have waived the right to recall confirming the Employee's termination of employment from the Board.
  - j) Employees on the Recall List shall have first priority for casual assignments. Casual assignments may be refused without prejudice to the Employee's position on the Recall List.
  - k) Employees on the Recall List may apply for promotion in accordance with Article 10.02 b).

ARTICLE 13 - LAY-OFF AND RECALL (CONTINUED)

- 13.01
- l) Employees, other than casual or probationary employees, who are laid off will be retained on the Recall List for a period equal to their seniority at the time of lay-off but in no event to exceed twenty-four (24) months.
  - m) Should a Teaching Assistant be recalled from the Recall List, the Board shall reinstate the accumulated sick leave credits standing to the accumulation of the Teaching Assistant at the time the Teaching Assistant was laid off by the Board.
  - n) A Teaching Assistant on the Recall List who is not available due to valid health reasons shall maintain their position on the Recall List. The Teaching Assistant shall not be offered a position with the Board until such time as a medical certificate indicating the Teaching Assistant's fitness to return to work has been filed with the Board.

13.02 Lay-off and Recall- PermanentPre-school Employees

- a) "Location" for the purpose of this Article, shall mean the school location to which the Pre-school Teaching Assistant is assigned.
- b) When the Board determines to lay-off or recall Permanent Pre-school Employees, the lay-off and recall procedures outlined in Article 13.01 shall apply with necessary modifications.
- c) PermanentPre-school Employees shall only be entitled to bump in the Pre-school job classification.
- d)
  - i) PermanentPre-school Employeeswho are recalled to a casual position in the Pre-school job classification will maintaintheir permanent status.
  - ii) Permanent Pre-school Employees are eligible to be recalled to a Level 1 position, provided they have the knowledge, training, skill, ability and qualifications to perform the required work effectively.

ARTICLE 13 - LAY-OFF AND RECALL (CONTINUED)

- 13.02            e) Teaching Assistants who are not Permanent Pre-school Employees shall not be entitled to bump or be recalled to a position in the Pre-school job classification.

## ARTICLE 14 -GRIEVANCE PROCEDURE

### 14.01 Definitions

The following definitions shall apply in this Article:

- a) A "Grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- b) In this Article, "days" shall mean instructional days unless otherwise indicated.
- c) A "supervisor" shall mean Principal or appropriate Superintendent, whichever is the immediate supervisor of the complainant.

### 14.02 Informal Stage

A problem must be brought to the attention of the supervisor within twenty (20) days after the Teaching Assistant becomes aware, or would reasonably be expected to have become aware, of the circumstances giving rise to a complaint. A Teaching Assistant may be assisted by the Association in an attempt to resolve issues and prevent escalation to the formal stage of the grievance procedure. If a Teaching Assistant is unable to resolve a complaint informally, the Teaching Assistant may, with the concurrence of the Association, initiate a complaint with the Teaching Assistant's supervisor who shall answer the complaint in writing (if required) within ten (10) days of receipt of the complaint.

### 14.03 Formal Stage

- a) If the Teaching Assistant or the Association is not satisfied with the decision regarding the complaint then the Association may within ten (10) days take the matter up as a grievance in the following manner and sequence:

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

14.03      b) Step 1

The Association may initiate a written grievance, with the appropriate Superintendent of Education through the Manager of Labour Relations. The appropriate Superintendent of Education may convene a meeting with the grieving Teaching Assistant and Association representatives and such others as required within ten (10) working days of receipt of the grievance. The decision, in writing, to the Association, with a copy to the Teaching Assistant, shall be rendered within five (5) days following the meeting.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement;
- ii) a statement of the facts to support such grievance, including the specific Article(s) violated;
- iii) the remedy sought; and
- iv) the signature of the Teaching Assistant or Teaching Assistants concerned, and the President of the Association or designate.

Notwithstanding the above and where the Association and Board agree that it is appropriate, a grievance may proceed directly to Step 2 or Step 3.

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

14.03 c) Step 2

If the reply of the Superintendent of Education is unacceptable to the Association, a written request will be made within ten (10) days of receipt to the Manager of Labour Relations or designate. The Manager of Labour Relations, or designate, may convene a meeting with the Association representative. The decision, in writing, shall be rendered to the Association, with a copy to the Teaching Assistant, within ten (10) days of the receipt of the grievance.

d) Step 3

If the reply of the Manager of Labour Relations or designate is not acceptable to the Association, a written request will be made within ten (10) days of receipt to the Board's Grievance Committee through the Director of Human Resources Support Services. The Board's Grievance Committee shall meet within twelve (12) days to deal with the grievance. The Teaching Assistant, representatives of the Association and such other persons as may be required, may be in attendance. The decision, in writing, to the Association, with a copy to the Teaching Assistant, shall be rendered within ten (10) days following the meeting.

e) Step 4

If the reply of the Board's Grievance Committee is unacceptable, the Association may then apply for Arbitration within fifteen (15) days of the receipt of the reply.

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

- 14.04
- a) A grievance arising directly between the Board and the Association may be initiated by either the Board or the Association commencing with Step 2 of the Formal Stage, within twenty (20) days of the occurrence complained of.
  - b) A grievance which arises before or at the time of the retirement or death of a Teaching Assistant may be carried forward by the Association on behalf of the Teaching Assistant if initiated in accordance with the provisions of this article.

14.05 Group Grievance

Where a number of Teaching Assistants have identical grievances and each Teaching Assistant would be entitled to grieve separately, they may present a group grievance in writing, identifying the name of each grievor and signed by the Association, and otherwise in accordance with Step 2 of the grievance procedure within twenty (20) days of the occurrence complained of.

14.06 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to attempt to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

14.07 Time restrictions may be extended if mutually agreed in writing. Where the time restrictions or any agreed extensions have expired:

- a) the Association may proceed to the next step of the procedure if the appropriate Board official exceeds the time allowed to act;
- b) the Board may consider the grievance abandoned if the Association or Teaching Assistant exceeds the time allowed to act.



ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

14.08 Arbitration

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the names of three (3) Arbitrators considered acceptable.
- b) The recipient of the notice shall, within five (5) days, inform the other party of the acceptance of one (1) of the three (3) proposed Arbitrators.
- c) If the recipient of the notice fails to appoint an Arbitrator or if the parties fail to agree on an Arbitrator, within five (5) days, the appointment shall be made by the Minister of Labour.
- d) The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee or employer affected by it.
- e) The Arbitrator shall not by the decision rendered, add to, delete from, modify or otherwise amend the provisions of the Agreement.

14.09 It is anticipated that the Arbitrator shall make every effort to render a written decision thirty (30) days from the date of the completion of the hearing of the grievance.

14.10 The Arbitrator has the powers of an arbitrator under the *Labour Relations Act*.

14.11 ~~The decision of an Arbitrator is final and binding and shall be implemented by the appropriate authorities. There is no right to appeal the decision by either party.~~

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

- 14.12            There shall be no reprisals of any kind taken against any person because of participation in a grievance or complaint or arbitration procedure under this Agreement.
- 14.13            Should the investigation or processing of a grievance require that an involved Teaching Assistant be released from regular duties, the Teaching Assistant shall be released without loss of salary or benefits.
- 14.14            Cost of Arbitration
- The fees for an Arbitrator shall be shared equally by the parties and such expenditures and fees shall be paid within sixty (60) days after the date of the decision of the Arbitrator.
- 14.15            Notwithstanding this Article 14, an Arbitration Board may be proposed by either party and if the parties agree that the grievance should be decided by an Arbitration Board, this Article **shall** apply with necessary modifications.

ARTICLE 15 - NOTICE OF RESIGNATION OR RETIREMENT

15.01

It is understood and agreed that a Teaching Assistant should notify the Board at the earliest opportunity when he/she plans to leave the employ of the Board. Accordingly, where a Teaching Assistant intends to terminate the Teaching Assistant's employment with the Board for any reason, including resignation or retirement:

- a) the Teaching Assistant shall give not less than thirty (30) days notice; provided that
- b) the Teaching Assistant shall give notice on or before May 31<sup>st</sup> when the Teaching Assistant intends to leave the employ of the Board before the start of the following school year; however
- c) the Board may waive the notice requirements under 15.01 a) or b).

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Leaves of Absence shall be as per Board Policy 23. The Board shall not amend the Policy during the term of this Agreement without the consent of the Association.

16.02 Statement of Policy

The Board has approved a plan for Leaves of Absence for Teaching Assistants. This plan shall apply to all permanent full-time and to all permanent part-time employees on a pro-rata basis. This plan shall address leaves of absence with pay and without pay in the following categories.

a) Sick Leave

- i) Employees shall be entitled to accumulate sick leave at the rate of two (2) working days per month of service to a maximum of three hundred and twenty (320) working days, the administration of which shall be in accordance with Board procedures.

The amount of sick leave accrued to his/her credit will be shown on the employee's pay stub in hours.

- ii) Where appropriate accommodation cannot be resolved at the work location, the Board and the Association shall continue to develop cooperatively, in consultation with the employee involved, modified work programs for any employee who requires accommodation in respect of a disability.
- iii) The Association may file a grievance with respect to an alleged violation of the employee's rights under the Collective Agreement resulting from the administration of any Attendance Management Policy.

ARTICLE 16 - LEAVES OF ABSENCE (CONTINUED)

16.02

b) Pregnancy/Parental Leave

- i) Pregnancy/Parental Leaves shall be as per Board Policy.
- ii) For employees with more than one year of service, the Pregnancy and Parental Leave may be extended as a Leave of Absence without pay to a maximum cumulative total of three (3) years by mutual agreement of the employee and the Board. The first extension taken will normally only be approved so as to terminate at a natural break in the school year, i.e. the end of a school term or semester. Extensions beyond the first extension will only be approved for a full academic year.

c) Leaves without Loss of Pay or Cumulative Sick Leave

Leaves without loss of pay or cumulative sick leave shall be as per Board Policy.

d) Leaves without Loss of Pay Due to Family Responsibilities

Leaves without loss of pay due to family responsibilities shall be as per Board Policy. In the matter of discretionary days, permission will not be unreasonably withheld.

e) Special Unpaid Leave

Teaching Assistants on unpaid leaves of absence may retain membership in the benefit plans by paying the full premiums applicable (subject to the rights of the insurer). In the matter of discretionary days, permission will not be unreasonably withheld.

f) Employee Funded Leaves

Employee funded leaves shall be as per Board Policy.

ARTICLE 16 - LEAVES OF ABSENCE (CONTINUED)

16.02 g) Professional Development

- i) There shall be a Professional Development Fund to which the Board shall contribute \$150 per year, per active permanent full-time equivalent Teaching Assistant in this Association effective September 15<sup>th</sup> of each year.
- ii) These funds shall be utilized for professional development activities approved by the Superintendent of Staff Development and School Support Services.
- iii) A statement of STPDL funds will be issued in September of each year to the Chair of the Educational Resource Facilitators of Peel STPDL Committee.
- iv) The current STPDL criteria, as established by the Superintendent of Staff Development and School Support Services, will remain in effect for the term of this Agreement.

h) Leave to Assume Responsibilities with Outside Organizations

Leave to assume responsibilities with outside organizations shall be as per Board Policy.

ARTICLE 16 - LEAVES OF ABSENCE (CONTINUED)

16.03 Pregnancy/Parental Leave

- a) An employee granted a Pregnancy or Parental Leave in accordance with the provisions of the Employment Standards Act pursuant to the Board's Leaves Policy shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved S.E.B. Plan provided that the Employee:
- i) is eligible for Pregnancy or Parental Leave benefits under E.I.C. laws and regulations; and
  - ii) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C.

The plan will pay:

- A) during the two (2) week waiting period for pregnancy or parental benefits under E.I. regulations, 95% of the employee's normal weekly insurable earnings;
- B) effective March 5, 2006, during the six (6) weeks immediately following the birth of a child, the child's natural mother shall be eligible for 100% of her normal weekly earnings minus the E.I. benefits the employee receives in respect of that period. For further clarity, the combined level of E.I. benefits, S.E.B. payments and other earnings shall not exceed 100% of the employee's normal weekly earnings. Where this benefit period overlaps with the period described in clause A), this benefit shall be provided: and
- C) if an employee *is* not eligible for E.I. and supplementary employment benefits under clause B), the employee may apply for sick leave benefits in accordance with Article 16.02 a) in respect of the six (6) week period immediately following the birth of her child.

ARTICLE 16 - LEAVES OF ABSENCE (CONTINUED)

16.03 No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the Employee's normal employment period (i.e. July and August if 10 month employment). The supplementary plan shall be subject to approval by E.I.C.

- b) The pay and benefits provided for in Article 16.03 and 17.03 c), shall be the only entitlements for pay and benefits of employees on Pregnancy Leave or Parental Leave.

16.04 Leaves for Association Business

If, at some future time, the duties of the President and/or other executive officer of the Association become a full-time position, a Leave of Absence shall be granted, on a full school year basis, for the duration of the term of Office. The leave shall be without loss of salary, benefits and seniority provided that the Association reimburses the Board for all costs. The Employee shall have the right to return to his/her former position and location for a period of up to two (2) years. If the leave extends beyond two (2) years, the Employee may return to a position through the Transfer and Surplus process.

- 16.05 a) Following an Employee's return to duty from a leave of absence or term assignment within the Association, the Board shall reinstate the Employee to the position the Employee most recently held with the Board, if it still exists, or to a comparable position, if it does not, or any other employment mutually agreed to by the Employee and the Board.
- b) Notwithstanding Article 16.05 a), an Employee whose leave of absence or term assignment is extended beyond two (2) years shall not be entitled to return to the position the Employee most recently held with the Board, but may return to a position through the Transfer and Surplus process.



ARTICLE 17 - BENEFITS

- 17.01 There shall be a Benefit Committee comprised of two (2) members appointed by the Association, and two (2) members appointed by the Board. This Benefit Committee shall meet, on request of either party, to discuss issues of mutual concern regarding benefits.
- 17.02 Where required by the plan administrator or carrier, participation in the Employee Benefit Plans stated herein is a condition of employment. However it **is** understood that participation in the Board's Extended Health and Dental Plans shall not be compulsory.
- 17.03 a) The Board shall contribute on behalf of each full-time Employee 100% of the cost of the Board's Extended Health Benefit Plan, Group Death Benefit Plan and Dental Plan.
- b) Group Death Benefit
- i) The Board shall assume 100% of the cost of a death benefit of up to three (3) times an Employee's annual salary computed to the nearest \$500.
  - ii) To determine the individual death benefit in force, all Employee's will have the option of one (1) times or three (3) times salary computed to the nearest \$500.
  - iii) An Employee shall have the option to purchase, at the Employee's expense, additional death benefit coverage, up to four (4) or five (5) times annual salary, subject to the terms of the plan.

ARTICLE 17 - BENEFITS (CONTINUED)

- 17.03      c) Full-time Employees on lay-off or leave of absence shall not be covered by these plans and the Board shall not be required to make cost contributions with respect to them, unless expressly provided otherwise in this Agreement. An Employee on leave of absence may retain his/her membership in any plan under Article 17, by paying full costs or premiums applicable (subject to the terms of the plan).

Notwithstanding the above, the Board shall pay 100% of the cost or premium of any plan under Article 17 in which the Employee participates, excluding Long Term Disability, during the statutory period of an approved Pregnancy or Parental Leave.

- d) A part-time Employee shall be entitled to the same benefit package as outlined in a), provided that the Board's contribution to the benefit costs or premiums shall be calculated on a pro-rata basis in the exact proportion that the Employee's part-time assignment bears to a full-time assignment, and provided that the Employee pays the balance of the benefit costs or premiums.

- 17.04      The Board reserves the right to change the carrier or administrator of the benefit plans outlined above, or continue the use of this or similar administrative-services-only plans provided that there shall be no material reduction in the overall level of benefits provided and the Board has consulted with the Association.

17.05      Workplace Safety & Insurance Board

- a)      **A** copy of an Employee's Report of Injury/Disease (Form 7) shall be given to the Employee upon request.
- b)      **In** the case of injury which is covered by the Workplace Safety & Insurance Board (W.S.I.B.), Employees will be placed on pay-direct upon approval of a W.S.I.B. claim.

ARTICLE 17 - BENEFITS (CONTINUED)

17.06      Long Term Disability

- a) The Board shall continue to administer the current L.T.D. plan. All eligible Teaching Assistants commencing employment with the Board, effective on or after December 1, 1987, shall as a condition of employment participate in the L.T.D. plan.
  
- b) Teaching Assistants shall assume 100% of the premium costs which shall include an administration fee of not more than 5% to be paid to the Board.

17.07      Retired Employees

Effective September 1, 2011, upon retirement from the Board, a Teaching Assistant with ten (10) or more years of continuous service with the Board or its predecessors may elect to continue to participate in any employee benefit plans in which he/she is enrolled at the time of retirement, until the employee reaches the age of 65. The retired Teaching Assistant shall assume the full cost of the premiums for such plans.

ARTICLE 18 - SCHOOL YEAR/HOURS OF WORK

- 18.01 Teaching Assistants shall normally be employed for the school year including professional development days and examination days and shall be laid off during Christmas, March Break and the summer vacation period.
- 18.02 Full-time Teaching Assistants shall normally work seven (7) hours per day, Monday to Friday, thirty-five (35) hours per week and part-time Teaching Assistants shall normally work three and one-half (3 ½) hours per day, Monday to Friday, seventeen and one-half (17 ½) hours per week. Starting and finishing times shall be determined by the immediate supervisor.
- 18.03 Teaching Assistants working a full day shall receive an unpaid lunch of not less than thirty (30) continuous minutes each day free from assigned duties. A fifteen (15) minute paid rest period shall normally be scheduled in each half of the school day, subject to any mutually acceptable alternate arrangements. The schedule of lunch and rest periods shall be determined by the immediate supervisor.
- 18.04 Overtime must be approved in writing in advance by a Teaching Assistant's immediate supervisor or designate.
- 18.05 Approved overtime shall be paid at the rate of one and one-half times the regular straight time rate for all such hours worked in excess of thirty-five (35) hours per week, provided that a full thirty (30) minutes of overtime has been worked in excess of the employee's regularly scheduled daily hours.
- 18.06 a) In lieu of overtime pay, Teaching Assistants may be provided with compensating time off at the applicable overtime rate. Compensating time off may be accumulated up to a maximum thirty-five (35) hours per school year.

ARTICLE 18 – SCHOOL YEAR/HOURS OF WORK (CONTINUED)

- 18.06      b) A record of the accumulated time must be kept by the Teaching Assistant and approved in writing by the **immediate supervisor**. **Such compensating time off shall** be scheduled by the immediate **supervisor**. There **shall** be no carry-over of such accumulation from year to year. However if the immediate supervisor fails to schedule any portion of the compensating time off by the end of the school year, the Teaching Assistant shall be paid the balance in money.
- c) When overtime is approved the Teaching Assistant and the supervisor shall establish, prior to the overtime being worked, whether compensation will be paid in the form of money or compensating time off.
- 18.07      Principals shall have the flexibility to assign hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Teaching Assistants' working conditions.

ARTICLE 18 – SCHOOL YEAR/HOURS OF WORK (CONTINUED)

Supervision

- 18.08 Teaching Assistants are expected to provide supervision to students as determined by the Principal during the working day. Teaching Assistants will not be expected to assume the supervision responsibilities of a member of another bargaining unit.
- 18.09
- a) All school-based staff have a role to play in school supervision which is essential in maintaining a safe school environment.
  - b) Supervision time shall be assigned in an equitable manner amongst all Teaching Assistants at a site taking into consideration the differences in Teaching Assistant assignments, student safety, and in accordance with Article 18.07.
  - c) A Teaching Assistant shall only be assigned concurrent supervision duties (e.g. general supervision of a playground area at the same time as responsibility for supervising specific students) after having taken into account issues regarding student safety.
  - d) A Teaching Assistant shall not be assigned to replace an absent classroom teacher except for brief, unscheduled absences.
  - e) In the event that a Teaching Assistant or the Association has a concern with respect to the equitable distribution of supervision duties or the assignment of concurrent supervision at a site, the Teaching Assistant or Association may raise the concern with the Principal. If the Principal is unable to resolve the concern, it will be referred to the Superintendent of Education for review. If the concern is unable to be resolved within thirty (30) days, it will be referred to the Supervision Committee for review.

ARTICLE 18 – SCHOOL YEAR/HOURS OF WORK (CONTINUED)

Supervision (continued)

- 18.09      f)    The Supervision Committee will consist of a Superintendent of Education and the Superintendent of Special Education Support Services and the President of the Educational Resource Facilitators of Peel and one other representative of the Association. In the event that the Supervision Committee is unable to resolve the concern within thirty (30) days, it will be referred to the Associate Director of Instructional Support Services whose decision shall be final. The Associate Director of Instructional Support Services shall make a decision within thirty (30) days.
- g)    Notwithstanding 18.09 e), the Association may raise concerns with respect to the distribution of supervision duties at comparable sites with the Supervision Committee in 18.09 f).

ARTICLE 19 - PAID HOLIDAYS

19.01 The paid holidays recognized by the Board are as follows:

New Year's Day	Remembrance Day (if
Family Day	declared a school holiday
Good Friday	or if a day in lieu of
Easter Monday	is declared a school
Victoria Day	holiday by the Board)
Canada Day	Christmas Day
Labour Day	Boxing Day
Thanksgiving Day	

19.02 In order to qualify for paid holidays the Employee must work his/her full scheduled work period immediately preceding and following the holiday, or be on authorized paid leave.



ARTICLE 20 - VACATIONS

20.01 Vacation pay will be paid on regular earnings. Vacation pay will be paid on a bi-weekly basis as follows:

20 or more years continuous service	10%
10 to 19 years continuous service	8%
1 to 9 years continuous service	6%
Less than 1 year continuous service	6%

Employees shall not be permitted to take vacation during the school year.

20.02 Effective September 1, 2011, the following shall replace Article 20.01:

Vacation pay will be paid on regular earnings. Vacation pay will be paid on a bi-weekly basis as follows:

25 or more years continuous service	12%
16 years but less than 25 years continuous service	10%
8 years but less than 16 years continuous service	8%
Less than 8 years continuous service	6%

Employees shall not be permitted to take vacation during the school year.

**ARTICLE 21 - RATES OF PAY**

- 21.01 a) Subject to Article 21.01 b) an Employee's rate of pay shall be as follows:

**Effective September 1, 2008**

<u>Level</u>	<b>Step 1 (Basic)</b>	<b>Step2 (12 mos.)</b>	<b>Step3 (24 mos.)</b>	<b>Step4 (36 mos.)</b>	<b>Step 5 (48 mos.)</b>
1	16.61	17.49	18.31	19.18	20.03
2	18.57	19.52	20.47	21.42	22.36
3	20.75	21.79	22.87	23.93	25.02
4	23.15	24.39	25.55	26.77	27.90

**Effective September 1, 2009**

<u>Level</u>	<b>Step 1 (Basic)</b>	<b>Step2 (12 mos.)</b>	<b>Step3 (24 mos.)</b>	<b>Step4 (36 mos.)</b>	<b>Step 5 (48 mos.)</b>
1	17.11	18.01	18.86	19.76	20.63
2	19.13	20.11	21.08	22.06	23.03
3	21.37	22.44	23.56	24.65	25.77
4	23.84	25.12	26.32	27.57	28.74

ARTICLE 21 - RATES OF PAY (CONTINUED)

Effective September 1, 2010

<u>Level</u>	<u>Step 1 (Basic)</u>	<u>Step2 (12 mos.)</u>	<u>Step3 (24 mos.)</u>	<u>Step4 (36 mos.)</u>	<u>Step 5 (48 mos.)</u>
1	17.62	18.55	19.43	20.35	21.25
2	19.70	20.71	21.71	22.72	23.72
3	22.01	23.11	24.27	25.39	26.54
4	24.56	25.87	27.11	28.40	29.60

Effective September 1, 2011

<u>Level</u>	<u>Step 1 (Basic)</u>	<u>Step2 (12 mos.)</u>	<u>Step3 (24 mos.)</u>	<u>Step4 (36 mos.)</u>	<u>Step 5 (48 mos.)</u>
1	18.15	19.11	20.01	20.96	21.89
2	20.29	21.33	22.36	23.40	24.43
3	22.67	23.80	25.00	26.15	27.34
4	25.30	26.65	27.92	29.25	30.49

- b) The rate of pay for Casual Teaching Assistants shall be as follows:  
effective Sept. 1, 2008 \$16.61 per hour (Level 1, Step 1)  
effective Sept. 1, 2009 \$17.11 per hour (Level 1, Step 1)  
effective Sept. 1, 2010 \$17.62 per hour (Level 1, Step 1)  
effective Sept. 1, 2011 \$18.15 per hour (Level 1, Step 1)

ARTICLE 21 - RATES OF PAY (CONTINUED)

21.02 It is agreed by the parties that the terms of this Collective Agreement provide to all employees covered by it, rights or benefits regarding holidays and vacation pay which are equal or greater than the minimums provided under the Employment Standards Act.

21.03 a) Salaries shall be paid in accordance with Board procedures on an even bi-weekly ten (10) month pay schedule.

b) The direct deposit payroll method will apply to Teaching Assistants.

21.04 Definition of Levels

Level 1 A Teaching Assistant in this level is classified as Academic Classroom Assistant – Kindergarten.

Level 2 A Teaching Assistant in this level is classified as:

a) Pre-School Instructional Assistant;

b) Academic Classroom Assistant – Hub and Readiness Centres.

Level 3 A Teaching Assistant in this level is classified as:

a) Special Needs;

b) Behaviour;

c) Itinerant Technical Support;

d) Frequency Modulations Technologist.

ARTICLE 21 - RATES OF PAY (CONTINUED)

- 21.04            Level 4    A Teaching Assistant in this level is classified as:
- a)            Intervenor
  - b)            Work Experience Assistant/Food Services Teaching Assistant
  - c)            Secondary Mobile
  - d)            **Eagle/Fresh Start**
  - e)            Diagnostic Centres
  - f)            PD Facilitator
  - g)            Elementary Mobile
  - h)            Medication Administrator
  - i)            ASD Resource
  - j)            PPI Instructor/Developer
- 21.05            A Teaching Assistant shall progress one step on the salary grid on the anniversary date of starting in their permanent position. If a Teaching Assistant subsequently changes level then their anniversary date will be changed to the start date in the new level.
- 21.06            The Board in its discretion may grant, to a Teaching Assistant hired new to the Board, up to one (1) year of previous related experience.

ARTICLE 21 - RATES OF PAY (CONTINUED)

- 21.07
- a) A Teaching Assistant who is promoted to a position at a higher level on the salary grid shall be paid at the lowest step which provides at least a six percent (6%) increase in pay.
  - b) A Teaching Assistant who assumes an acting position at a level higher, than his/her regular position, on the salary grid shall be paid at the step which provides at least a six percent (6%) increase in pay over that applicable to the regular position.
- 21.08
- Permanent half-time employees, when performing a casual assignment at their own location, will receive their current hourly rate of pay. "Location" shall be defined as per Article 12.01 g).

ARTICLE 22 - HEALTH AND SAFETY

- 22.01 a) The parties recognize that Teaching Assistants, the Association and the Board have rights and obligations with respect to protecting the health and safety of workers, under The Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.
- b) The parties agree to work co-operatively for the protection of the health and safety of all Teaching Assistants.
- c) The parties agree to continue to participate in the Joint Health and Safety Committee, which shall meet at least once every three (3) months.
- 22.02 a) A Teaching Assistant who is a worker under *The Occupational Health and Safety Act* may make a request through the workplace Health and Safety Representative to the *Principal/Supervisor* that an investigation be conducted if the Teaching Assistant believes there exists or could exist some aspect of the workplace's physical environment that constitutes a hazard to the Teaching Assistant's health or safety. A copy of such a request shall be given to the Board's Health and Safety Officer.
- b) The *Principal/Supervisor* upon receipt of a request under 22.02 a), shall cause an investigation to be conducted within one (1) month, unless it is impossible to do so, and shall notify the Teaching Assistant and workplace Health and Safety Representative of the results.
- 22.03 Violence shall be defined as any incident in which a Teaching Assistant is assaulted, threatened or physically intimidated.
- 22.04 In accordance with its legislated responsibilities, the Joint Health and Safety committee shall concern itself with matters relating to violence, including receiving and reviewing reports of violence in the workplace. The Board agrees to have in place and implement policies and procedures to deal with violence, including the prevention of violence and the management of violent situations.

ARTICLE 22 - HEALTH AND SAFETY (CONTINUED)

22.05

Lifting or transferring procedures shall be in accordance with the Environmental Health and Safety Operating Procedure entitled "Lifting Guidelines for Students with Special Needs". The Board shall not amend this Procedure during the term of this Agreement without the consent of the Association.



ARTICLE 23 - NO DISCRIMINATION

- 23.01 Neither the Board, the Association, nor an Employee shall discriminate **in** their employment against any employee of the Board on any ground prohibited by the *Ontario Human Rights Code* or the *Ontario **Labour** Relations Act*.

## ARTICLE 24 - ASSOCIATION COMMITTEES

### 24.01 Liaison Committee

The Board and the Association shall participate in a Liaison committee composed of three (3) representatives appointed by each party, which shall meet when required to attempt to solve problems or issues arising during the term of this Agreement. The committee shall have such additional resources as the parties may agree are required.

### 24.02 Training committee

A Training committee, consisting of not more than four (4) representatives **of** the Board and not more than four **(4)** representatives **of** the Association shall be established to discuss training issues. The Committee shall have such additional resources as the parties may agree are required.

**ARTICLE 25 - TRAVEL ALLOWANCE**

- 25.01        **The Board shall apply Board Policy #40 for Teaching Assistants who travel on official Board business. Such mileage allowances shall not apply to the normal travel to and from one's place of residence and the school or other Board location.**

ARTICLE 26 - REPLACEMENT WORKERS

- 26.01 A non-bargaining unit employee, volunteer, parent, or student will not be used to replace a permanent or casual bargaining unit member except on an emergency or exceptional basis.
- 26.02 Article 26.01 is not intended to preclude the employer from:
- a) providing opportunities for co-op students to work with members of the bargaining unit or other Board employees as part of their school/college/university programs;
  - b) providing opportunities for high school students to fulfill their community service obligations through activities inside or outside the classroom;
  - c) allowing for the involvement of parents and community members as volunteers in schools in programs, field trips or projects, or for such other purposes as the parties agree.
- 26.03 Absences will be reported on the Peel Absence Management System. If the Board requires that an absent Teaching Assistant be replaced, the Board will endeavour to secure a qualified Casual Teaching Assistant.
-

ARTICLE 27 - CRIMINAL RECORD CHECKS

- 27.01 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 as amended of the Education Act, or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent of Human Resources Support Services and those personnel designated by the Superintendent. The Superintendent shall, upon request, advise the Association Executive of the names of those so designated. Such personnel shall not be members of the Association.
- 27.02 The Board shall not release any information about a Teaching Assistant obtained pursuant to Regulation 521/01 as amended, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.
- 27.03 The Board shall consult with the Association Executive regarding any changes to the Board's policy or operating procedures with respect to criminal record checks and any changes the Board makes to the offence declaration form.

ARTICLE 28 - PERFORMANCE APPRAISALS

- 28.01 The performance appraisal of a Teaching Assistant shall be in accordance with Operating Procedure Human Resources Support Services 7: Management of Performance-- Teaching Assistants.
- 28.02 When a Teaching Assistant receives a performance appraisal report which is rated unsatisfactory, the Board shall advise the Association Executive of that fact, so as to allow the Association Executive to offer the member assistance.
-

ARTICLE 29 - CASUAL EMPLOYEES

29.01 Subject to Article 29.03, Casual Employees shall not by virtue of such employment become permanent or probationary employees. Notwithstanding any other provisions of this Agreement, the following shall be the only provisions of the Agreement which apply to Casual Employees:

- Article 1 - Purpose
- Article 2 - Definitions
- Article 3 - Recognition
- Article 5 - Management Rights
- Article 6 - Association Security
- Article 7 - No Strikes or Lockouts
- Article 8 - Miscellaneous
- Article 9 - Personnel Files
- Article 10 - Hiring Process
- Article 14 - Grievance Procedure
- Article 15 - Notice of Resignation or Retirement
- Article 17.05 - Workplace Safety Insurance Board
- Article 18 - School Year/Hours of Work (excluding Article 18.01)
- Article 22 - Health and Safety
- Article 23 - No Discrimination
- Article 25 - Travel Allowance
- Article 27 - Criminal Record Checks
- Article 28 - Performance Appraisals
- Article 30 - Duration and Renewal of Agreement

In addition, Article 19 shall apply to Long Term Casual Employees.

**ARTICLE 29 - CASUAL EMPLOYEES CONTINUED**

**29.02      Casual Teaching Assistants**

- a) **Casual Teaching Assistants shall be paid at the basic step of Level 1.**
- b) **Casual Teaching Assistants shall submit all time worked to Payroll in accordance with Board procedures.**
- c) **Casual Teaching Assistants shall not be eligible for any benefits except as required by the *Employment Standards Act*.**



ARTICLE 29 -CASUAL EMPLOYEES (CONTINUED)

29.03 Long-Term Casual

- a) A Long-Term Casual shall be paid at the basic rate of the appropriate level of the job assignment. Human Resources Services shall confirm the assignment, the effective date and the appropriate rate of pay to the Teaching Assistant with a copy to the Association.
- b) A Long-Term Casual shall be entitled to an *increment(s)* if they remain in the same assignment for more than one (1) year.
- c) A Long-Term Casual can work more than two (2) consecutive years in the same assignment provided that they are replacing a permanent Teaching Assistant on a leave of absence authorized by the Board provided for under the collective agreement.
- d) Notwithstanding 29.03 c) and with the exception of Casual Pre-school Employees, a Long-Term Casual who is not replacing a permanent Teaching Assistant on an approved leave of absence and who has worked in the same assignment for a period of at least two (2) consecutive years shall be eligible to be re-classified as a permanent Employee provided that the Board has determined that there is a continuing need for that work to be performed on a permanent basis and provided that the individual successfully completes the probationary period in Article 29.03 f).
- e) Where the same assignment at the same location has been filled by Casual Teaching Assistants for a period of at least two (2) consecutive years and where the Board has determined that there is a continuing need for that work to be performed on a permanent basis, the Board shall post the position in accordance with Article 10.

ARTICLE 29 - CASUAL EMPLOYEES (CONTINUED)

29.03 f) When a Long-Term Teaching Assistant becomes eligible for permanent status in accordance with Article 29.03 d), the Board may in its discretion reduce the probationary period to a period of less than six **(6)** months but not less than three (3) months. A Long-Term Teaching Assistant, upon the successful completion of the probationary period, shall be confirmed in the permanent position and they shall be credited with seniority from their start date in the Long-Term Casual assignment.

g) Sick Leave

Upon the effective date of a Long-Term Casual assignment, Employees shall be eligible to receive sick leave credits in accordance with Article 16.02 a), and Board Policy 23. Such eligibility shall be for the duration of that particular Long Term assignment, but not thereafter unless the Employee commences a new Long-Term Casual assignment.

h) Benefits

i) The Board shall pay on behalf of each Long-Term Casual Employee employed for a term of four **(4)** months or more, upon application by the employee, one hundred percent (100%) **of** the premium cost of Extended Health Benefits and Dental. Such eligibility shall be for the duration of that particular Long-Term assignment, but not thereafter unless the Long-Term Casual Employee re-qualifies pursuant to the provisions of this paragraph.

ii) The Board's contribution to the benefit costs or premiums for part-time Employees shall be calculated on a pro-rata basis in the exact proportion that the Employee's part-time assignment bears to a full-time assignment, and provided that the Employee pays the balance of the benefit costs or premiums.

ARTICLE 29 - CASUAL EMPLOYEES (CONTINUED)

29.03 i) Personal Leaves of Absence

Effective September 1, 2011, the Board shall provide paid leave, without loss of sick leave credits, to Long-Term Casual Employees, as follows:

- i) Death – spouse, same-sex partner, father, step-father, mother, step-mother, child, step-child, brother, sister, mother or father-in-law, total dependent, ward (legal guardianship)  
3 days
- ii) Death – son or daughter-in-law, brother or sister-in-law, grandparents, grandchild  
2 days
- iii) Funeral of a relative not mentioned above, or friend  
1 day
- iv) Jury Duty (stipend to be paid to the Board)  
As required by the Court
- v) Court Appearance – if not a party to the action; if summoned as a witness (stipend to be paid to the Board)  
As required by the Court
- vi) Quarantine – Period required by the Medical Officer of Health
- vii) Long-Term Casual Employees shall not be paid pursuant to this Article for Saturdays, Sundays, school holidays, while on leave of absence, or for any other period during which they would not have worked.

ARTICLE 29 - CASUAL EMPLOYEES (CONTINUED)

29.03      j)    Professional Development Days

Effective September 1, 2011, a Long-Term Casual Employee who is scheduled to work when there is a Professional Development Day shall be required to first participate in the Board-initiated mandatory module training sessions and then, upon completion of such module training, shall be required to participate in the scheduled activities on a Professional Development Day. A Long-Term Casual Employee who attends and participates on a Professional Development Day shall be paid.

ARTICLE 29 - CASUAL EMPLOYEES (CONTINUED)

29.04      Reporting Pay

- a) A Casual Teaching Assistant who has been called in for an assignment of one (1) day or less and who reports for work at the scheduled starting time shall, where an error has been made on the part of the Board and the scheduled work is not available, be assigned not less than one-half (1/2) day of any work that is available at the rate of pay applicable to the original assignment or, if no work is available, shall receive one-half (1/2) day's pay at the rate applicable to the original assignment.
- b) This provision shall not apply if the Casual Teaching Assistant is notified of the error prior to reporting for work, nor if the lack of work is caused by reason of a strike, power failure, fire, flood, plant breakdown or other conditions beyond the control of the Board.

29.05

- a) A Casual Teaching Assistant who becomes unavailable for assignment shall indicate the period of unavailability on the Peel Absence Management (PAM) system.
- b) A Casual Teaching Assistant who because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for assignment, shall inform Human Resources of the date of commencement of and return from the period of unavailability.

A Casual Teaching Assistant who becomes unavailable for assignment shall be retained as a Casual Teaching Assistant on inactive status for a period of one (1) calendar year, or such longer period as agreed to by the Board after consultation with the Association.

ARTICLE 29 - CASUAL EMPLOYEES (CONTINUED)

29.06 The Board will forward to each Casual Teaching Assistant, before the end of the school year, the Casual Teaching Assistant re-listing form. A Casual Teaching Assistant shall be deemed to be terminated if:

- a) the Casual Teaching Assistant does not work for the Board in this bargaining unit for a period of one (1) calendar year except where 29.05 b) applies; or
- b) the Casual Teaching Assistant resigns; or
- c) the Casual Teaching Assistant is discharged **by** the Board and is not reinstated through the grievance and arbitration procedures.

29.07 A Casual Teaching Assistant who is deemed to be terminated under Article 29.06 must meet the hiring criteria of the Board in order to be rehired.

29.08 Job Postings – Long-Term Positions

Long-Term Casual Teaching Assistant vacancies, which the Board intends to fill, shall be available through the posting information line and/or the Board's intranet.

29.09 Job Opportunities

- a) On a yearly basis each active Casual Teaching Assistant shall be given the opportunity to indicate whether the employee is available for Long-Term Casual positions.
- b) The Board shall review and consider, but shall not be limited to, Casual Teaching Assistants who have applied for regular probationary assignments.

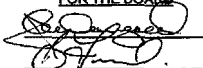

29.10 When the Board determines to fill a Short-Term Casual assignment, the Board shall make every effort to secure a qualified Casual Teaching Assistant.

ARTICLE 30 - DURATION AND RENEWAL OF AGREEMENT



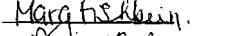
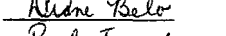
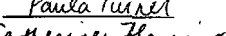
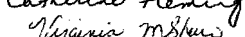
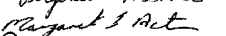


- 30.01 This Agreement shall continue in effect from September 1, 2008 to August 31<sup>st</sup>, 2012 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other, in writing, not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 30.02 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification of amendment as provided in Article 30.01 or any longer period which may be mutually suitable.

Dated at Mississauga and executed this 25<sup>th</sup> day of November 2008.

FOR THE BOARD

  
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FOR THE ASSOCIATION

  
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LETTER OF INTENT

RE: TRAINING

At recent collective bargaining negotiations the Association raised the following issues:

1. the services and responsibilities outlined in the "Model for Provision of School Health Support Services-Appendix A (Special Education Program Service#9);
2. the introduction of new techniques or equipment.

The parties agreed to refer these issues to the Training Committee for discussion.



LETTER OF INTENT

RE: LIAISON COMMITTEE

At recent collective bargaining negotiations the Association raised the following issues:

1. Teaching Assistant job descriptions;
2. Pre-school Teaching Assistants:
3. car insurance;
4. Roy McMurtry School

The parties agreed to refer these issues to the Liaison Committee for discussion. The Committee will report the outcome of their discussions to the Director of Human Resources Support Services and to the President of the Association within six **(6)** months following the ratification of this Agreement.

LETTER OF INTENT

RE: PERFORMANCE APPRAISALS

At recent collective bargaining negotiations, the Association raised the following issues with respect to performance appraisals for Teaching Assistants:

1. Third party participation and input into performance appraisals
2. Periods of classroom observation
3. Performance appraisal procedures for Casual Teaching Assistants (including Long-Term Casuals)

The parties agreed to refer these issues to the Liaison Committee for discussion.

## LETTER OF INTENT

### RE: WORKING CONDITIONS

At recent collective bargaining negotiations the Association raised concerns with respect to the following issues:

- communicable diseases, health/personal risks
- personal protective equipment (PPE)
- technique and procedures
- information

The parties agreed to establish, within thirty (30) days of the request of the Association, a Committee of three (3) representatives of the Board and three (3) representatives of the Association plus appropriate resources to review these concerns.

The Committee shall review the range of effective strategies regarding the issues outlined above.

The Committee will report its findings with any joint recommendations for implementation to the Director of Human Resources Support Services and to the President of the Association. The Board shall implement any joint recommendations from this Committee.

## LETTER OF INTENT

### RE: SUPERVISION

At recent collective bargaining negotiations, the Association raised concerns with respect to the caps on supervision for the elementary teachers and the impact that these caps may have on their members and the issue of concurrent supervision.

The parties agreed to establish, within thirty (30) days of the request of the Association, a committee comprised of three (3) representatives of the Association and three (3) representatives of the Board, plus appropriate resources. The Board's representatives shall be the Associate Director of Instructional Support Services, the Superintendent of Special Education Support Services, and the Director of Human Resources Support Services. The committee will meet as required during the term of the agreement to review issues or concerns resulting from the implementation of the caps on supervision for elementary teachers.

The Committee will report its findings with any recommendations to the Associate Director of Instructional Support Services and to the President of the Association.

LETTER OF INTENT

RE: TEACHING ASSISTANTS

At recent collective bargaining negotiations, the parties agreed to discuss the continued use of the name Teaching Assistant as it pertains to the members of the bargaining unit. The parties agreed to refer this issue to the Liaison Committee for discussion.

LETTER OF INTENT

RE: USE OF TECHNOLOGY

During recent collective bargaining negotiations, the parties discussed issues with respect to the use of technology to enhance the flow of information to the Union, the notification process to Employees, and data with respect to Teaching Assistant absences.

The parties agreed to refer these issues to the President of the Association, and the Manager of Employee Relations & HRIS for discussion.

Any changes to the Collective Agreement that are required to implement changes resulting from these discussions shall only be implemented with the mutual consent of the parties.

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## LETTER OF UNDERSTANDING

### RE: MODULE TRAINING

At recent collective bargaining negotiations the parties discussed the importance of the Board training modules for Teaching Assistants. In order to maintain a high level of expertise in Teaching Assistant staff, it is the expectation of the Board and the Association that all permanent and Long-Term Casual Teaching Assistants will participate in Board-initiated mandatory module training sessions. When a Teaching Assistant attends these training modules, the Board will pay the Teaching Assistant their normal day's pay.

## LETTER OF UNDERSTANDING

### RE: CASUAL TEACHING ASSISTANT – MODULE TRAINING

At recent collective bargaining negotiations, the parties discussed the importance of the Board training modules for Casual Teaching Assistants. The parties agreed to provide up to two (2) paid days of module training for up to 200 Casual Teaching Assistants on an annual basis. The module training to be provided would be as follows:

- Back Care and Lifting Module;
- Health and Safety Module;
- Positive Physical Intervention Module.

The Association agrees to fund this training in the 2009/2010 and 2010/2011 school years from their Professional Development Allocation under the PDT. The Board agrees to fund this training initiative for the 2011/2012 school year.

It is an expectation of the Board and the Association that Casual Teaching Assistants attend these training modules. Casual Teaching Assistants who attend and participate in these training modules **shall** be paid the casual rate of pay.

The parties agree to review this training initiative during the 2011/2012 school year.

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## LETTER OF UNDERSTANDING

### RE: STAFFING FUNDING ENHANCEMENT FOR 2011-12 TEACHING ASSISTANTS

**WHEREAS** the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011-12 the benchmark salary for Teaching Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% and the Special Education Per Pupil Amount (SEPPA) in the GSN as follows: JK to Grade 3 benchmark: \$86.55; Grade 4 to Grade 8 benchmark: \$66.62; Secondary benchmark: \$41.09;

**WHEREAS** the Government will require that this funding enhancement be used, in 2011-12, in the manner described below;

Subject to the above, in 2011-12, the Board will apply this enhanced funding, up to the value of the Board's share, as follows:

- 1) Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Teaching Assistants from 188 to 194;
- 2) Recall in 2011-12 Teaching Assistants that, as a result of declining enrolment in the Board, were on a recall list within the Board on or after September 1, 2008;
- 3) Increase the number of hours worked by Teaching Assistants up to seven (7) hours per day, subject to the remaining funds available to the Board under this enhancement.

The use of incremental hours for Teaching Assistants must include scheduled supervision of students and after-school homework support. Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this collective agreement.

**As** part of the Board's commitment under Section 3 of the PDT Agreement, Parties shall explore locally the feasibility of planning one Professional Activity Day starting in 2011-12 for Teaching Assistants to meet with peers as part of a Professional Learning Community.

Any current entitlement or practice regarding the minimum number of paid working days for Teaching Assistants shall not be reduced.

## LETTER OF UNDERSTANDING

### RE: PROFESSIONAL DEVELOPMENT ALLOCATION

The Board will receive, in 2008-09, a one-time allocation of \$1,244,718 for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education (approximately \$400,000) shall be the ratio between the bargaining unit's FTE to the total FTE of the Board's unionized and non-unionized education support workers, as reported in the Board's 2006-2007 Financial Statements. The proportionate share of money will be turned over to the bargaining unit no later than December 31, 2008. It will be used by the bargaining unit to support the professional development of bargaining unit members. It is understood that the total turned over to the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education. The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

## LETTER OF UNDERSTANDING

### RE: GROUP BENEFITS AND OTHER WORKING CONDITIONS

The Board will receive, effective in 2010-11, an additional annual projected allocation of \$2,358,640 to enhance group benefits and other working conditions. The Union's share of the Board's allocation (approximately \$200,000) shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining Unit, shall be excluded.

The parties agree to establish a Joint Benefits and Other Working Conditions Committee comprised of up to three (3) representatives of the Union and up to three (3) representatives of the Board, plus appropriate resources. The Committee will commence its deliberations no later than sixty (60) days following the date of ratification.

The Committee shall be responsible for reviewing and determining the group benefits and other working conditions enhancements to be applied to Teaching Assistants for implementation by September 1, 2010. It is understood that the total amount used for group benefits and other working conditions enhancements shall not exceed the Union's proportionate share of the fund provided by the Ministry of Education.

LETTER OF UNDERSTANDING

RE: ENHANCEMENTS ARISING FROM  
OTHER EDUCATION SUPPORT WORKERS PDT AGREEMENT

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The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionately less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and Educational Resource Facilitators of Peel have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement.

If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

## LETTER OF UNDERSTANDING

### RE: WORKPLACE VIOLENCE IN THE SCHOOLS

The Ministry has established a Joint Task Group to examine and report to the parties on the issue of workplace violence in the schools. The mandate of the Joint Task Group will include:

- a review of exemplary policies and procedures that deal with the prevention of violence, the management of violent situations and the support to employees who have experienced violence;
- a review of the pertinent legislation;
- the provision of appropriate training including the recognition, prevention and control of violent situations and physical intervention techniques;
- the role of the Joint Health & Safety Committees.

The Joint Task Force will develop a report which **recommends** effective policies and procedures to the parties no later than December 31, 2009.

The Board and the Educational Resource Facilitators of Peel shall establish a Joint Committee on Workplace Violence, consisting of up to three (3) representatives each, plus appropriate resources, no later than February 28, 2010. The committee shall review the recommendations from the Joint Task Group and where appropriate develop an implementation strategy for such recommendations for the 2010-11 school year and beyond.

May 30, 2005

Re: Non-Owned Automobile Liability Insurance Coverage

This letter is written to clarify certain points regarding the Board's Non-Owned Automobile Liability Insurance Coverage.

The coverage provides for a limit of liability of \$15,000,000 (fifteen million dollars) in excess of any valid Standard Automobile Insurance Policy to that held by any employee, volunteer, student or trustee of the Peel District School Board when they are involved in an accident where the Third Party sues the driver as well as the School Board. The owner's vehicle liability insurance is always the primary coverage. "Excess" is intended to mean over and above that coverage carried by the vehicle owner, the amount of which is legislated from time to time by the Ministry of Transportation for the Province of Ontario.

Coverage includes approved trips established in accordance with the Peel District School Board regulations while acting as an employee, volunteer, student or trustee, and is not restricted to regular school hours.

Approved trips are trips approved by a senior official, e.g., Vice Principal, Principal, Superintendent, in accordance with the regulations established by the Peel District School Board. In an emergency situation, e.g., transporting an injured student for medical attention, where it may not be possible to obtain such approval, the insurer will not invalidate a claim.

Yours truly,

Rani K. Dhaliwal  
Controller, Finance Support Services

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A handwritten signature or set of initials, possibly 'JL', written in black ink. The signature is stylized and appears to be written on a document.