

THE AGREEMENT MADE THIS 24<sup>th</sup> DAY OF NOVEMBER, 2008

BETWEEN:

GRAND ERIE DISTRICT SCHOOL BOARD

(hereinafter called the "Board")

of the first part;

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5100

(Educational Assistants, Communicative Disorder Assistants and  
Food Technicians)

(hereinafter called the "Union")

of the second part.

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**ARTICLE 1 – GENERAL PURPOSE**

- 1.1 In the interest of the efficient conduct and administration of the Board's affairs, it is desirable that there shall be harmonious relations. This Agreement is entered into by the Parties in order to provide for orderly collective bargaining relations between the Board and its employees. It is the desire of both Parties to co-operate in maintaining a mutually satisfactory relationship between the Board and its employees.
- 1.2 Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

**ARTICLE 2 – RECOGNITION AND COVERAGE**

- 2.1 The Board recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all educational assistants, communicative disorders assistants and food technicians save and except supervisors, persons above the rank of supervisors and students.
- 2.2 Union-Management Committee – The Parties agree to form a Union-Management Committee consisting of up to four representatives from each Party. This Committee shall meet as mutually determined by the Parties to discuss matters of mutual concern. This Committee shall not by-pass the Grievance Procedure or supersede the Collective Agreement. Management will be responsible for recording agreed matters and any commitments made by either Party, and circulating these to the representatives on the Committee. The Board agrees to facilitate the posting of this information on the Board's communication system. The Union may raise issues of contracting in/out or general supervision of students in the Union-Management Committee. It is understood that the Union-Management Committee will meet at least three times a year.
- 2.3 Temporary Worker - A temporary worker is:
  - (a) A person employed for the purpose of replacing an employee absent due to sickness, accident or other approved absence or leave. A temporary worker employed for the purpose of replacing an employee absent due to the reasons stated above may be engaged for the duration of the absence of the permanent employee so long as the permanent employee retains their right to return to the position from which they are absent.

**OR**

  - (b) A person employed for the purpose of performing a temporary assignment of up to sixty days worked. The length of the term or assignment within the sixty days limit shall be at the sole discretion of the Board. An extension of this period may be made by mutual agreement of the Union and the Board.

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Temporary workers shall not be entitled to the accrual of seniority or employee benefits in excess of what is stipulated by the Employment Standards Act. However, a temporary worker employed on a long term assignment of one (1) year or longer is entitled to one (1) sick day per month for the duration of the assignment. At the end of the assignment, any outstanding sick leave credits will be cancelled.

A temporary vacancy of one school year or longer must be posted in accordance with Article 6. Only the vacancy created by the initial leave request will be posted.

### **ARTICLE 3 – DISCRIMINATION**

- 3.1 Each of the Parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union or any prohibited grounds under the Ontario Human Rights Code.

### **ARTICLE 4 – CORRESPONDENCE AND UNION DUES DEDUCTIONS**

- 4.1 All correspondence from either party to the other, arising out of or incidental in this Agreement, shall be forwarded to the Superintendent responsible for Human Resources or designate or to the President (of the Union).
- 4.2 The Board will advise the Union of the names and addresses of all new employees within thirty (30) days of their employment.
- 4.3 The Board shall deduct regular union dues from employees on every pay.
- 4.4 All sums deducted pursuant to Section 4.3 will be remitted to the Treasurer of Local 5100 not later than the 15<sup>th</sup> day of the month following, accompanied by a list in duplicate of employees and their addresses in respect of whom deductions have been made.
- 4.5 The union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

### **ARTICLE 5 – SENIORITY AND STAFF CHANGES**

Seniority for employees in the bargaining unit will be calculated to December 31, 1997 according to the seniority rules in the relevant predecessor collective agreement. The seniority as at December 31, 1997 will be converted to hours and blended together to form one seniority list. Effective January 1, 1998, seniority will be calculated as per Article 5 herein. Upon completion of the blended seniority list, the list will be distributed as per Article 5.5.

- 5.1 Seniority is defined as the total accumulated regular paid hours in a permanent position in the bargaining unit and shall include service with the Board or one of the predecessor Boards prior to the certification or recognition of the Union as determined by the blended seniority list described above.

**5.2** Seniority will continue to accrue if an employee:

- ◆ is on any period of paid leave of absence
- ◆ is on any period of paid sick leave/income protection
- ◆ is on any period of paid vacation or in receipt of vacation pay
- ◆ is on any period of W.S.I.B. (up to a limit of twenty-four **(24)** months)
- ◆ is on any period of S.T.D. or L.T.D. (up to a limit of twenty-four **(24)** months)
- ◆ is on pregnancy/parental leave
- ◆ is on any period of approved unpaid leave of absence for Local Union purposes.
- ◆ Is on an approved unpaid leave of absence of up to one month

**5.3** Seniority will be maintained but not accrue if any employee:

- ◆ is laid off for less than twenty-four **(24)** months
- ◆ is on a trial period of an out of scope position
- ◆ is on W.S.I.B. in excess of twenty-four **(24)** months
- ◆ is on L.T.D. in excess of twenty-four **(24)** months
- ◆ is awarded a position outside the bargaining unit for the first twelve (12) months of such placement
- ◆ is on an approved unpaid leave of absence for longer than one **(1)** month

**5.4** Loss of Seniority

Seniority and all other rights contained in the collective agreement shall cease and employment shall be considered terminated in the event that any of the following applies to the employee:

- ◆ is discharged for just cause and is not reinstated
- ◆ resigns in writing and does not withdraw in writing within two **(2)** working days
- ◆ is laid off for a period of twenty-four **(24)** consecutive months
- ◆ fails to report to work as scheduled at the end of an approved leave of absence, layoff or suspension without a reasonable explanation given in a timely fashion
- ◆ is absent without an approved leave without a reasonable explanation given in a timely fashion
- ◆ retires

**5.5** There will be two seniority lists; one for Educational Assistants and one for Food Technicians and Communicative Disorders Assistants. Seniority lists will be issued by the Board to the Union's President by the first Friday after March Break of each year showing seniority of all employees up to and including December 31<sup>st</sup> of the previous year. One copy of each seniority list shall be sent to and posted in each work site. Within one **(1)** month of the posting of the seniority lists the Union and the Board will meet to approve the seniority lists. Upon written request, further seniority information shall be supplied to the Union's president.

- 5.6 Probationary Employees** - New employees hired to a permanent position shall be on probation during the first fifty (50) days worked (exclusive of time worked during July and August) and during that period shall have no seniority rights. Notwithstanding the foregoing, any employee who has worked fifty (50) days as a Temporary Worker shall be on probation for thirty (30) days worked and during that period shall have no seniority rights. The probationary period may be extended for twenty (20) days worked. Such extension is to be mutually agreed upon by the Parties. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire to the permanent position. During the probationary period the employer shall have the right to discipline, demote, discharge or lay off a probationary employee and such probationary employee shall have recourse to the Grievance Procedure. It is understood by the parties that, for the purposes of the above, a lesser standard will apply to a probationary employee than to an employee who has completed their probationary period.
- 5.7** If an employee is awarded a position outside the bargaining unit with the Employer and returns to the bargaining unit within twelve (12) months, the employee's seniority would resume effective with the date of their return to the bargaining unit. If the employee returns to the bargaining unit after twelve (12) months, the employee returns to the bargaining unit with no previously accumulated seniority. The return of the employee to the bargaining unit shall not result in the lay-off or displacement of any bargaining unit member
- 5.8** A temporary worker who is subsequently appointed to the probationary staff shall have his/her seniority dated back to the commencement of his/her last temporary assignment, provided there has not been an intervening employment break with the Board of more than one month between completing the temporary assignment and the probationary appointment. The months of July and August shall not be included in determining whether a person has had an intervening break.

## **ARTICLE 6 – JOB POSTINGS**

- 6.1** Within two (2) weeks the employer will post any vacancy or new position which occurs in any occupation coming within the scope of this Agreement. If the employer determines to postpone filling or not to fill a vacancy, the union shall be notified in writing. The vacancy will be posted electronically for at least five (5) days prior to the filling of such positions, in order that all employees will be able to make written application to the Human Resources Department at the Education Centre. Vacationing employees, employees on approved leave of absence, or otherwise absent from work, may register, in writing, in advance, their interest in applying for, an anticipated posting.
- 6.2** New positions and permanent vacancies which become available after the beginning of the school year will be advertised throughout the system to take effect at:
- a) the beginning of the calendar year
  - b) the beginning of the semester
  - c) Christmas or March Break
  - d) the beginning of the next school year

e) any other time mutually agreed to by the Union and the employer.

- 6.3** A job posting shall contain the following information: location, nature of position, length of work year, qualifications, required knowledge and education, skills, specific/special requirements such as signing, lifting etc., regular hours of work, wage or salary rate or range.
- 6.4** In filling any vacancy or new position pursuant to Article 6.1, the criteria shall be as follows:  
(a) qualifications and ability  
(b) seniority  
When factors in (a) are relatively equal, seniority shall govern. The successful applicant shall be notified within thirty (30) days of the closing date of the posting. The only exception to the foregoing time limit shall be when an appointment is made from outside the bargaining unit.
- 6.5** The Union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements or other terminations of employment of permanent employees within the scope of this Agreement.

## **ARTICLE 7 – LAYOFF AND RECALL**

- 7.1** A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of an employee. Ten (10) month employees who are laid off during July and August will not be eligible to bump twelve (12) month employees during July and August.
- 7.2** Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, an employee about to be laid off may bump a less senior employee from their seniority list, in an equal or lesser classification providing that the employee exercising the right is qualified and able to perform the work of the less senior employee. An employee receiving notice of layoff must indicate in writing within five (5) working days (inclusive of July and August and exclusive of shutdown) that he/she wishes to accept the layoff or bump another employee and name the employee to be bumped. Displacement will occur according to Article 6 to minimize program disruption.
- 7.3** Unless legislation is more favourable to the employee(s), thirty (30) calendar days' notice of layoff shall be given. Should it not be possible to provide work during the thirty (30) days, the laid off employee(s) shall be paid their regular rate of pay for the days they would normally have worked during the thirty (30) calendar days.
- 7.4** Should a position become vacant or a new position be created while an employee is on layoff, the Employer will post the position through the normal job posting procedure. The vacancy that arises due to the filling of the initial vacancy will be subject to recall.

- 7.5** New employees shall not be hired until laid off employees have been given an opportunity of recall. This does not prevent the employer from adding to the list of temporary employees.
- 7.6** Employees qualifying for recall shall be recalled in order of their seniority (at the time of layoff) provided they have the qualifications and ability to perform the work available.
- 7.7** When an employee is offered reasonable recall to an equivalent permanent position, the employee's name shall be removed from the recall list. The employee will not have any further opportunity for recall but is able to apply for posted vacancies and participate in the job fair during the twenty-four (**24**) months following layoff.. Notification of recall to work shall be by priority post to the last known address of the employee that has been filed with Human Resources Services by the employee.
- 7.8** It shall be the duty of the employee to notify the Board promptly of any change of address. If the employee should fail to do so, the Board shall not be responsible for failure of official notices to reach the employee.
- 7.9** Employees who are not offered permanent positions will remain on layoff for up to twenty-four (**24**) consecutive months. After twenty-four (**24**) consecutive months of layoff, seniority and all other rights shall cease and employment shall be considered terminated.
- 7.10** Temporary/Casual Positions While on Layoff - Temporary/casual positions that become available while employee(s) are on layoff will be offered to qualified laid off employees. The employer shall make all reasonable efforts to assign temporary positions in order of seniority. Acceptance of a Temporary/Casual position while on layoff will not affect the permanent status of the employee(s) or rights pursuant to the layoff and recall article of the collective agreement. Laid off employee(s) will accumulate seniority while working as a Temporary/Casual employee and will receive the wage rate of the permanent position. The employee will also receive vacation pay as a percentage of earnings in accordance with the collective agreement but will receive holiday pay as per the Employment Standards Act.
- 7.11** Any Grievance concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure.
- 7.12** Employees who are laid off during the months of July and August and have an expected date of return in September, shall be provided with continued benefit coverage as described in this Collective Agreement.
- 7.13** Subject to eligibility requirements as specified by the carriers, employees on lay-off and eligible for recall, shall be entitled to continued participation in the group extended health, dental benefit and life insurance plans to which he/she belongs at the time of layoff for a maximum of up to two (2) years from date of layoff. Such employee must pay 100% of the premium costs by pre-authorized debit.



- 7.14** Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
- 7.15** The Union Executive Members will still be recognized by the Employer even when laid off.
- 7.16** The parties agree to meet as far in advance as possible of any layoff, restructuring, downsizing to explore all options/alternatives to layoffs.
- 7.17** It is agreed that no permanent employee will be laid off as a direct result of the use of volunteers, co-operative education students, parents or other persons. The Board will meet with the Union to discuss parental and community involvement in schools.

## **ARTICLE 8 – MANAGEMENT RIGHTS**

The Union recognizes that it is the right of the employer to exercise the generally recognized regular and customary functions of management and to direct its working forces. The employer agrees not to exercise these functions in a manner inconsistent with the provisions of the collective agreement.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

It is the mutual desire of the Board and the Union that the complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given the Principal or designate an opportunity to adjust the employee's complaints. It is further understood that an employee who uses avenues other than the Grievance Procedure contained in article 9 to rectify a complaint or grievance may prejudice their complaint or grievance or arbitration procedure.

### **Step One: Complaint**

- 9.1** An employee who has a complaint must bring that complaint to the attention of the Principal or designate within ten (10) working days of when the employee became or ought reasonably to have become aware of the circumstances which gave rise to the complaint. The Principal or designate shall verbally reply to the complaint within ten (10) working days from the presentation of the complaint.

### **Step Two: Human Resources**

- 9.2** Failing settlement when an employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of the Agreement, the employee or union representative shall reduce the grievance to writing, stating the nature of the grievance, the Article or Articles allegedly violated, the redress sought, sign the grievance, and then, within five (5) working days of the verbal reply to 9.1 above, submit the grievance to the Superintendent responsible for Human Resources or designate, following which the grievance will be processed in the following manner and sequence.

- 9.3 Within ten (10) working days of receipt of the written grievance, the Superintendent responsible for Human Resources or designate, shall convene a meeting with the Union Grievance Committee and grievor in an effort to resolve the grievance. The Superintendent responsible for Human Resources or designate, shall render a decision in writing within ten (10) working days after the meeting.
- 9.4 In discussing a complaint, the employee shall be allowed time off during working hours (provided this occurs during normal business hours) and shall have Union representation. A National Representative of the Union may be present at the request of the Union.
- 9.5 The Union recognizes that each Union representative is employed and that he/she will not leave his/her work during working hours except to perform his/her duties under the Collective Agreement. Therefore, no Union representative shall leave his/her work without obtaining the permission of his/her supervisor. Permission shall not be withheld unreasonably.

#### Step Three: Board

- 9.6 Failing a settlement in Step two, the Union's Grievance Committee shall refer the matter to the Director of Education within five (5) working days of receiving the decision in Step number 2. The Grievance Committee (which at this stage may consist of five (5) employees, one of whom may be the complainant) shall be granted a hearing with the Director, at which time the written record of the grievance shall be presented. A National Representative of the Union may be present at the request of either party. The decision of the Director shall be given, in writing, within five (5) working days following the meeting.

#### Policy and Group Grievance

- 9.7 The bargaining unit has the right to file a policy grievance or group grievance on behalf of two or more members who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step Two except that a Board grievance shall be filed with the President of the Bargaining Unit and at Step Three, a Board representative shall present its grievance to the Bargaining Unit's Grievance Committee.
- 9.8 Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and timeline for grievance mediation to occur.
- 9.9 Failing a settlement under Step three of any difference between the parties arising from interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such difference may be

taken to arbitration as provided in Article 11 herein, and if no written request is received within one (1) calendar month after the decision in Step three is given, it shall be deemed to have been abandoned.

- 9.10** The time limits provided under the grievance procedure may be extended by mutual agreement of the parties.
- 9.11** All decisions agreed upon between the Board and the Union shall be final and binding upon the Board, the Union, and the employee or employees concerned.

#### **ARTICLE 10 – ARBITRATION**

- 10.1** Either of the Parties may notify the other Party in writing of its desire to submit a matter (as outlined in Article 9.10) to arbitration, and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall appoint a third person who shall be the Chair. If the appointees fail to agree upon a Chair, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.
- 10.2** Each of the parties hereto shall bear the expenses of the Arbitrator appointed by it, and the parties shall bear jointly and equally the expenses of the Chair of the Arbitration Board.
- 10.3** The Board of Arbitration, appointed pursuant to the provisions of this Agreement, has no jurisdiction to alter, amend, set aside, add to or delete from, any of the provisions herein contained, or to render any decision which is inconsistent with the provisions of this Agreement.

#### **ARTICLE 11 – NO STRIKE AND NO LOCKOUT**

- 11.1** The Employer agrees that there shall be no lockout of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the Labour Relations Act.

#### **ARTICLE 12 – DISCIPLINE CASES**

- 12.1** When a supervisor intends to meet with an employee for disciplinary purposes, the Supervisor shall notify the employee and the union in advance of the purpose of the meeting. Where a Union Official attends the meeting with the agreement of the employee, a copy of any disciplinary letter or letter of expectation will be forwarded to the union.
- 12.2** Should it be found, upon investigation, that any employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all lost time and earnings. It is understood that this article is not intended to restrict an arbitrator's ability to determine an appropriate remedy at arbitration.

### **ARTICLE 13 – HOURS OF WORK AND OVERTIME**

- 13.1** For Educational Assistants the normal hours of work shall be 6.25 hours per day, five days per week, Monday to Friday, for a total of 31.25 hours per week. For Food Technicians and Communicative Disorders Assistants the normal hours of work shall be seven (7) hours per day, five days per week, Monday to Friday, for a total of thirty-five (35) hours per week. Effective September 1, 2011, for Educational Assistants the normal hours of work shall be seven (7) hours per day, five days per week, Monday to Friday for a total of thirty-five (35) hours per week.
- 13.2** All permanent members of the bargaining unit are required to report for work on all instructional and professional development days.
- 13.3** Each employee is entitled to an uninterrupted unpaid lunch break of a minimum of thirty (30) minutes. The lunch break will be a maximum of one hour.
- 13.4** For Educational Assistants all time worked in excess of 6.25 hours per day or 31.25 hours per week shall be deemed overtime and shall be paid at the applicable overtime rate. For Food Technicians and Communicative Disorders Assistants all time worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be deemed overtime and shall be paid at the applicable overtime rate. Effective September 1, 2011 for Educational Assistants all time worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be deemed overtime and shall be paid at the applicable overtime rate. All overtime must be authorized by the Superintendent responsible for Human Resources or designate.
- 13.5** It is understood that participation in overnight trips shall be on a voluntary basis and that overtime will not be paid.
- 13.6** An employee shall be permitted a paid rest period of fifteen (15) minutes in both the first and second half on the normal work day as defined in article 13.1.
- 13.7** All employees participating in a swim program with students will receive lieu time for any paid rest period that is missed; such lieu time will be scheduled by the Principal.
- 13.8** For Educational Assistants, the normal work day will start no earlier than one hour prior to the starting bell and will end no later than one hour after the regular dismissal time of the school.

### **ARTICLE 14 – PAID HOLIDAYS**

- 14.1** The Board will recognize as paid holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and three (3) paid days during the Christmas Break. It is understood that the three (3) paid days may be scheduled during the Christmas Break so that there is no adverse affect on employees claiming Employment Insurance Benefits.

**ARTICLE 15 – VACATIONS**

**15.1** All permanent ten-month employees shall receive vacation pay each pay period as per the following. Vacation pay shall be determined as follows (based on gross pay earned from July 1<sup>st</sup> to June 30<sup>th</sup> inclusive):

In the first 24 months - 4%

Effective second (2<sup>nd</sup>) Anniversary of hire - 6%

Effective eighth (8<sup>th</sup>) Anniversary of hire - 8%

Effective seventeenth (17<sup>th</sup>) Anniversary of hire - 10%

Effectivetwenty-fourth (24<sup>th</sup>) Anniversary of hire - 12%

**Effective twenty-ninth (29<sup>th</sup>) Anniversary of hire – An additional 0.4% for each additional year of service to a maximum of 2% (making 14% the highest rate for vacation pay).**

**15.2** For the purposes of establishing vacation entitlement, the service calculations shall be made as of the anniversary date of permanent hire to the Board.

**ARTICLE 16 – CUMULATIVE SICK LEAVE**

**16.1** Employees covered by this collective agreement will carry forward their accumulated sick leave days from the predecessor school boards to a maximum of 280 days. Effective September 1, 1999 employees (other than temporary employees) shall be credited with two (2) days of sick leave for each month of active full time service to a yearly maximum of 20 days for ten month employees. Effective September 1, 2003 100% of the unused days each year are accumulated, to a possible sick leave total of three hundred (300) days. Sick leave days will be pro-rated for part-time employment.

**16.2**

(a) A Retirement and Sick Leave Gratuity has been approved for employees based on unused Cumulative Sick Leave Credits, up to a maximum of two hundred and sixty (260) days, to be based on the following formula:

$$\frac{\text{Unused C.S.L. (maximum 260)}}{260} \times 50\% \text{ of Salary}$$

A retiring employee may request that such payment be scheduled over an extended period save that payment must commence within one year of retirement and be completed within three years of retirement.

(b) This plan will apply to those employees:

A (i) Who are compelled to retire because of a complete disability to engage in any employment with the Board, as certified to by a duly qualified physician or surgeon.

OR

B (i) Who are retiring on a pension, payment of which will commence within twelve months from the day of such retirement, and

B (ii) Who have been employed on the staff of the Board for a period of ten (10) years or more of continuous service.

(c) In the event of the death of a retired employee, any allowance or benefit for which they are eligible under the Retirement Gratuity Plan and which remains unpaid shall be paid to the employee's designated beneficiary.

(d) In the event of the death of an employee, a sick leave credit gratuity payment equivalent to the applicable formula of Section 17.2(a) will be paid to his/her designated beneficiary. This provision will apply to all employees who have had a minimum of ten (10) years' service with the Board.

**16.3** An employee who is injured in the course of their duties will have their Workers Safety Insurance salary award supplemented from their sick leave credits to provide for payment of their full salary, until the sick leave credits have been exhausted. In the event an employee does not wish to use their sick leave credits in this manner, they shall receive their Workers Safety Insurance salary award, and there shall be no deduction from their sick leave credits. Written notification selecting this latter option must be given to the Board's business office at the time the accident is reported.

**16.4** Where an employee has accumulated sick leave credits and where the employee must leave work due to personal illness, provided that the employee has been at work for at least one and a half (1.5) hours, there shall be no deduction from the accumulated sick leave credits for the first one-half (1/2) day of absence and provided that the employee has been at work for more than three (3) hours, there shall be no deduction from the accumulated sick leave credits.

## **ARTICLE 17 – LEAVE OF ABSENCE FOR UNION BUSINESS**

**17.1** The Board acknowledges the right of the Union to appoint or select a Negotiation Committee of not more than seven (7) employees and will recognize and deal with

this Committee with respect to contract negotiations. The Union agrees to provide the names of all Committee members to the Board in writing.

- 17.2** The Union may have the service of a CUPE Staff Representative, counsel or adviser at any meeting with representatives of the Board during negotiations pertaining to renewal or amendment of the Collective Agreement.
- 17.3** Members of the Union negotiating committee shall be paid at their regular straight time rate of pay for their regularly scheduled work time spent with officials of the Board for purposes of amending or renewing the Agreement up to and including, but not beyond the stage of conciliation, provided, however, that such committee members shall not be compensated for time spent prior to or beyond their regular working hours.
- 17.4** Upon request, members of the Union's Negotiating Committee shall be permitted leave of absence to prepare for the commencement of formal contract negotiations with the Board. The total number of days of leave under this Article shall not exceed 28 days during the lifetime of the Agreement and no member shall be absent for more than 4 days for this purpose. The Union shall give the Board a minimum of 5 days advance notice of any such request. An employee on such leave shall continue to receive pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence.
- 17.5** Leave of absence without pay and without loss of sick leave credits or seniority shall be granted upon request to the Board to employees elected or appointed to represent the Union at recognized Union conventions or conferences. In addition, up to twenty-five (25) days leave of absence per Agreement year shall be granted for local Union business, and such leave shall be without pay and without loss of sick leave credits or seniority. An employee on any of the foregoing leaves shall receive the pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence.

In addition to the above, the Board will grant up to two (2) employees per year (successful candidates for labour college and/or for recognized Union education courses) two (2) months leave of absence without pay, provided such leave does not interfere with the efficiency of the Board's operation.

- 17.6** An employee selected for up to and including a full-time position with the local shall be granted leave of absence without loss of seniority or benefits for a period of up to two years. Such leave shall be renewed each year, on request, during the term of office. An employee on such leave shall receive the pay and benefits provided in this Agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence. Upon completion of the President's leave, the employee will be returned to his/her position if it still exists, or to a comparable position, if it does not.
- 17.7** Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, upon application will be granted leave of absence without salary, benefits, and loss of seniority, by the Board for a period of

up to one year. Such leave shall be extended annually, upon request, up to a maximum of five years.

## **ARTICLE 18 – LEAVES OF ABSENCE**

**18.1** The following absences will be without loss of sick leave credit, **loss** of salary, or **loss** of seniority:

(a) Bereavement

A total of five (5) working days may be allowed per bereavement of the following: father, mother, spouse, child, or common-law spouse. A total of three (3) working days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancée or other person in loco parentis or any relative who lived in the home. One (1) work day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece or nephew. In case of extenuating circumstances, application may be made to the Director of Education, or designate, for additional time under this Article. For any working days which fall in this period and for which approval is granted, there shall be no deduction of pay.

(b) Examinations and Convocations

An employee, with the **prior** approval of the Director of Education, or designate, may be absent from duty without **loss** of salary by reasons of examination and convocations as follows:

- (i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition, to the half-day mentioned in the foregoing, one half-day shall be allowed for travel if necessary as determined by the Director of Education, or designate.
- (ii) A half-day period is granted for an employee to attend their own graduation ceremony, or those of their son, daughter, husband, wife or fiancée. In addition to the half-day period mentioned in the foregoing, one half-day shall be allowed for travel if necessary, as determined by the Director of Education, or designate.

**18.2** Pregnancy/Parental Leave shall be granted according to the terms of the Employment Standards Act and, in addition, the following conditions shall apply:

- (a) Exceptions to the terms of the Pregnancy/Parental leave section of the Employment Standards Act may be made by mutual consent between the Board and the employee to extend a leave so that it is consistent with the organization of a particular school.



- (b) (i) For Pregnancy Leave, and for Parental Leave for the purpose of Adoption, the Board shall compensate the employee, through an Employment Insurance Commission approved Supplemental Employment Benefit Plan, for the two-week waiting period in an amount equal to 100% of the wages that would be payable to the employee during each week of the benefit period. The employee must provide proof from EI that an unpaid waiting period has been served. This payment by the Board shall only be made where the waiting period falls during the employee's normal scheduled work period.
- (ii) One hundred (100) percent of the employee's normal weekly earnings minus the EI benefits for six weeks post-partum are payable. The combined weekly level of EI benefits, post-partum payments and other earnings will not exceed one hundred (100) percent of the employee's normal weekly earnings. An Employee shall only be paid for time that falls within their normal scheduled work period.
- (iii) No sick leave credits shall be deducted as a result of payments made in 18.2 (b) (ii).

**18.3** An employee may be entitled to a maximum of one (1) year leave of absence without pay, and without loss of seniority but without accrual of seniority when they request such leave for good and sufficient cause. A leave of absence may be for up to twenty-four (24) months where it is to obtain higher relevant education. Proof of enrolment each semester at a college or university is to be provided. Such request shall be in writing no later than sixty (60) days prior to the requested start of the leave except in the case of leaves for the beginning of the school year where the request will be made by May 1<sup>st</sup>. Such notice may be waived in exceptional circumstances. It is understood that employees will not be granted a leave in order to work for another employer.

**18.4** The Director or designate shall grant leave of absence without **loss** of seniority or benefits for an employee who is absent from duty by reason of a summons to serve as a juror or of a subpoena as a witness in any proceedings to which they are not a party or one of the persons charged. The Board shall pay such an employee their full pay provided such employee pays to the Board any fee, exclusive of travelling allowances and living allowances, received as a juror or witness. The employee will present proof of service and the amount of pay received.

**18.5** The following absences shall be with pay and without loss of seniority, but shall be charged to the employee's cumulative sick leave credits:

- (a) Effective September 1, 2006 up to a maximum of two (2) working days per school year for urgent matters (including adoptive and paternity leave), or observance of recognized religious Holy Days, or emergency family-related matters or community or public service which cannot be conducted other than during working hours may be allowed. Such requests must state the reasons for absence, and approval is at the discretion of the Director, or designate.

- (b) One (1) day per school year shall be allowed for moving from a personal principal residence, but it shall not apply to an employee who has submitted his/her resignation. The day allowed shall be the day of the move.
  - (c) An employee who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year. Such requests must state the reason for absence, and approval is at the sole discretion of the Director, or designate.
  - (d) Effective September 1, 2006, an employee shall be granted a leave of absence for personal reasons for a maximum of one (1) day in a school year (September 1, to August 31). Such leave shall not abut a Board-designated holiday, a statutory holiday, or summer, March or Christmas Break. The Principal/Supervisor reserves the right to limit the number of personal days given on any one day at his/her school/ service area. Where possible, at least three (3) days notice shall be given to the principal/supervisor.
- 18.6** An employee who is quarantined or otherwise prevented by an order of the Medical Health Authority from attending their duties because of exposure to a communicable disease shall be absent from duty without **loss** of sick leave credit or loss of salary.
- 18.7** The Union President or designate shall be permitted a leave of absence for one day without pay and without loss of seniority, for the purpose of attending the funeral of an employee who came within the scope of this Agreement, subject to the request for such leave being received by the Superintendent responsible for Human Resources at least one working day prior to the start of such leave.

#### **ARTICLE 19 – PAYMENT OF WAGES**

- 19.1** Salaries will be paid **bi-weekly** and shall be deposited directly into the employee's personal account in the financial institution of his/her choice.

#### **ARTICLE 20 – FRINGE BENEFITS**

- 20.1** It is understood and agreed between the parties hereto that the Board, in making available the **benefit** plans set out in this Article, has not agreed to act as an insurer itself. The benefit plans are underwritten by insurance companies and the actual provisions of the policies issued shall govern each plan. The parties agree that the Board is not responsible in the event that the insurer determines that a claim is not payable. All group insurance coverage is subject to the approval of the insurance carrier. Where an employee **and/or** the Board has not paid the correct benefit premiums, the Board shall collect arrears and refund premiums through a mutually agreeable repayment plan, as appropriate back to September 1<sup>st</sup> of the previous school year.

**20.2** The Board agrees to administer the following plans:

(a) Extended Health Care

The Board shall pay 90% of the monthly premium cost for each eligible employee who wishes to participate in the Plan. The Plan shall include:

Vision Care: A maximum payment of \$300 every two years for employee, spouse and dependent children which includes coverage for eye exams to a maximum of \$50 every 24 months.

Drug Plan: Dispensing fee cap of \$7.00 per prescription; no deductible

Semi-private: No semi-private hospital coverage is provided.

Paramedical Services: (Chiropractor, Podiatrist, Naturopath, Osteopath, Massage Therapist) ~ A maximum of \$1,000 per year (1<sup>st</sup> dollar value) effective May 1, 2005

Out-of-Province Coverage: Enhanced Liberty Health Plan, or equivalent.

(b) Group Life insurance

Each employee who is eligible and wishes to participate, shall be covered by Group Life Insurance for an amount equal to two times annual salary and the Board shall pay 90% of the premium cost. Notwithstanding the foregoing, there shall be no reduction in the amount of life insurance coverage in effect on August 31, 1999 provided that the employee agrees to pay 100% of the premium cost of the insurance in excess of two times annual salary.

(c) Optional Life Insurance

Subject to the approval of the insurance carrier, optional life insurance shall be available in units of \$25,000 to a maximum of \$250,000 provided that the employee pays 100% of the premium costs.

(d) Optional Dependent Life Insurance

Insurance on the life of an employee's spouse shall be available on the application by the employee in the amount of \$20,000 for spouse and \$10,000 for each dependent child. The employee shall pay 100% of the premium cost for such insurance.

(e) Dental

The Board shall pay 90% of the premium cost for each eligible employee who wishes to participate in the plan. The plan shall include basic dental services to a \$2,000 annual maximum per insured person, with dentures and major restorative (\$2,000 annual maximum and 50% co-insurance for each employee, spouse and dependent child); and with Orthodontics (\$2,000

lifetime maximum and 50% co-insurance for each adult and dependent child under 18 years of age) All benefits will be payable in accordance with the previous year's Ontario Dental Association General Practitioners' Schedule of Fees.

**(9) Long Term Disability**

The Board will pay fifty (50) per cent of the premium cost of a LTD Plan. The Plan shall provide employees with a monthly benefit equal to 66 2/3% of earnings to a maximum of \$2,000 per month. The waiting period shall be 120 days.

- 20.3** A copy of the Group Master Benefit Policy shall be given to the Bargaining Unit upon request. In the event that the Board decides to change Carriers of any insured Benefit Plan, the Board agrees to implement similar coverage as described in the Master Policy or such other plan that the Bargaining Unit agrees is appropriate as a substitute. No amendment to the Plan shall be made without consultation with the bargaining unit. Details of the plans are outlined in booklets provided to each employee by the carriers.
- 20.4** Effective date of ratification, all new employees shall as a condition of employment be enrolled in the Ontario Municipal Employees' Retirement System on the first day of employment in accordance with the provisions of the OMERS Act. Employees not enrolled will be given the option to enroll in OMERS within 60 days of ratification.
- 20.5** The Board shall upon application by the employee make payroll deductions for Registered Retirement Savings Plan contributions. The Union shall select the financial institution to administer the Plan. The participating employee agrees to pay 100% of the contribution to his/her individual plan.

**20.6 Continuation of Benefits on Early Retirement**

- (a) Subject to eligibility requirements as specified by the carriers, an employee who takes early retirement on a pension pursuant to the OMERS Plan (with payments to begin within two (2) months of the employee's retirement date), may retain membership in any of the benefit plans to which he/she belongs at the time of retirement until he/she attains the age of sixty-five (65) years.
- (b) To maintain participation and coverage under the Agreement, the retired employee must agree to participate in a pre-authorized debit plan to pay the full monthly premiums. The retired employee shall supply the Board with a VOID cheque from her/his bank account. Deductions will be made from the employee's account on the first banking day of each month. The Board reserves the right to discontinue participation in the benefit plans for anyone should any two payments be denied for insufficient funds.
- (c) The Board reserves the right to establish a separate group for retirees with premiums determined on the basis of the participants in the group.

Notwithstanding 20.6 (a) above, the Board also reserves the right to establish a separate "retirees' benefit package" which may or may not include all of the employee benefits available in this article and to reserve the right to delegate the administration of retiree benefits to a third party. The Board will advise the union of details of the retirees' benefit package prior to making any changes to the existing plan.

#### **20.7 Payment of Employee Benefits while on LTD**

Subject to the eligibility requirements as specified by the carrier, the Board shall continue to pay its share of the premium cost for benefits outlined in 20.2 (a) Extended Health Care, 20.2 (b) Group Life Insurance and 20.2 (e) Dental, for the first twenty-four (24) months of absence of an employee receiving LTD benefits. Subject to the eligibility requirements as specified by the carrier, for the period beyond the aforementioned twenty-four (24) months, the employee receiving LTD benefits may continue to participate in the benefit plans provided that the employee pays 100% of the premium costs.

**20.8** The employer will have employee profiles available electronically.

#### **ARTICLE 21 – SAFETY**

**21.1** The Board shall continue to observe all reasonable precautions for the safety of its employees and shall supply such safety equipment as is necessary. All employees shall cooperate with the Board in the prevention of accidents, damage and fire on Board property, and shall from time to time make recommendations to the Board as to the prevention of accidents, damage and fire on Board property.

**21.2** The Board shall pay a subsidy of \$90.00 for each pair of safety shoes/boots purchased for work (to a maximum of one pair per school year) to any employee that is required by the Board to wear safety shoes or boots.

#### **ARTICLE 22 – TERM OF AGREEMENT**

**22.1** The terms of this Agreement shall continue in effect from the date of ratification until the 31<sup>st</sup> day of August, 2012, and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within the period of four (4) months immediately prior to the expiration date, that it desires to amend this Agreement.

**22.2** Negotiations shall begin with thirty (30) days following notification for amendment, as provided in the preceding paragraph.

**22.3** If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect and a new Agreement is signed between the parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should occur first.

- 22.4** The Union and the Board desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Board shall provide each employee with a copy of this Agreement.
- 22.5** The employer will distribute orientation packages to new employees which will be provided by the Union.

**ARTICLE 23 – NOTICE OF TERMINATION**

- 23.1** Employees covered by this Agreement are required to give the Board at least two (2) weeks' written notice, where possible, of their intention to leave the Board's employment, and the Board will give employees written notice as per the Employment Standards Act except if the employee is dismissed for just cause.

**ARTICLE 24 – PRO RATA DEFINITION**

For the purposes of this Agreement "pro rata" shall mean the appropriate regular hourly work schedule of the employee so affected, divided by 1287.5 hours.

Proration shall apply to article 21 Benefits – Extended Health Insurance, Life Insurance, Dental and Long term Disability

Example: Employee's regular hours=1200 per year

- (a) Extended health, Family coverage  
 $1200/1287.5 \times 90\% =$   
 $= \$$  (Board participation)

Note: Effective September 1, 2011 calculation is  $1200/1449 \times 90\%$

**ARTICLE 25 – PERSONNEL FILES**

- 25.1** The Board agrees that an employee, with one (1) day's notice, shall have the right to review their personnel file in the presence of a member of the Human Resources Department, during normal working hours.
- 25.2** An employee may request photocopies of any document in the personnel file and that request shall not be denied.

**ARTICLE 26 – STAFF DEVELOPMENT DAYS**

The union will be consulted regarding the content of any Staff Development Days.

**ARTICLE 27 – SCHEDULES**

- 27.1** Attached hereto and forming part of this Agreement is a Schedule of Wage Rates known as Schedule 'A'

**SCHEDULE A – WAGE RATES**

Classification	Sept 1 2008	Sept 1 2009	Sept 1 2010	Sept 1 2011
Educational Assistant	21.87	22.53	23.21	23.91
Food Technician	20.04	20.64	21.26	21.90
Communicative Disorders Assistant	26.20	26.99	27.80	28.63
Temporary/Casual	15.07	15.52	15.99	16.47
Lead Educational Assistant	24.83	25.57	26.34	27.13

Effective September 1, 2008 Casual/Temporary will receive the job rate (but no employee benefits) after fifteen (15) continuous work days in one assignment for the duration of the assignment only.

**Catheterization Allowance**

Educational Assistants will receive an allowance per hour for all hours worked if they are required to regularly perform catheterization for one or more students.

Sept 1 2008	Sept 1 2009	Sept 1 2010	Sept 1 2011
1.03	1.06	1.09	1.12

**Mileage Allowance**

All employees shall be paid mileage as established by Board policy for authorized use of their own vehicle in carrying out the business of the Board. The Board agrees that use of an employee's vehicle shall not be compulsory.

**Letter of Understanding – re. Car Allowance for Job Coaches**

If the monthly mileage exceeds 200 kms. in a month, a car allowance for that month will be paid to an employee authorized to use their vehicle to compensate for wear and tear. This allowance only applies to Educational Assistants who have an assignment that involves job coaching (including the Turning Point program).

September 1 2008	September 1 2009	September 1 2010	September 1 2011
77.00	79.00	81.00	83.00

**Letter of Understanding – re. Car Allowance for CDA's/Lead EA**

A car allowance will be paid per month to an employee authorized to use their vehicle to compensate for wear and tear.

September 1 2008	September 1 2009	September 1 2010	September 1 2011
103.00	106.00	109.00	112.00

IN WITNESS THEREOF each of the Parties has caused this Agreement to be signed by their duly authorized officials or representatives as of the 24<sup>th</sup> day of November, 2008.

FOR THE UNION

*Brenda Roberts*  
*Jennifer Faulkner*  
*Lynn Stender*  
*Nancy Mandula*  
*Shelley Schmidt*  
*Shirley Walla*  
*Jacqueline McKee*

FOR THE BOARD

*[Signature]*  
*[Signature]*



## Letter of Understanding – PD funds

The Training and Development Officer will allocate \$10,000 for training and development for this bargaining unit. The Employer and the Union will meet to discuss administration of this fund.

## Letter of Understanding

For the term of this collective agreement, no educational assistant will be displaced due to a student's need for catheterization.

## Letter of Understanding re OMERS Contributory Earnings

As a reference for employees the parties have agreed to include the definition of contributory earnings under the OMERS Pension Plan. For more information employees may access the OMERS web site at [www.omers.com](http://www.omers.com). The parties will continue to be bound by any OMERS Plan changes.

### Definition of Contributory Earnings:

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings including the following, as governed by OMERS regulations:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g. payment based on organizational performance, some types of variable pay, merit pay, commissions);
- market value adjustments (e.g. percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g. flight allowance, canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;
- salary or wage extension for any reason (e.g. illness), provided service is extended (the member must be "kept whole" e.g. continuation of salary and benefits). If the member becomes employed in another position and begins

- contributing to any registered pension plan (except CPP), the balance of the extension period becomes un-purchasable service;
- **stand-by-pay/call-in pay** (pay for being on call, not pay for hours worked when called in);
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (e.g. educational or car allowance);
- taxable value of provided vehicle or car allowance (e.g. if an employer provides an allowance [that is, expenses are not reimbursed] then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.

#### Letter of Understanding – Enhancements Arising from Other Education Support Workers PDT Agreements

The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionally 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 the Canadian Union of Public Employees 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 – PDT Benefit Enhancements

In accordance with the terms of the PDT agreement, for the 2008-12 collective agreement, The Grand Erie District School Board and CUPE Local 5100 (OCT) agree that the additional annual enhancement of benefits effective September 1, 2010 shall first be applied as follows:

- Swimsuit allowance of up to **\$50.00** per year to employees participating in the swim program

- Vision care rider, increased to \$400/every two years
- (New) Laser eye surgery a maximum of \$1200 lifetime and not included in the vision care rider
- Orthodontics increased to \$3000 maximum lifetime
- Oththodics increased to \$500 every two years
- Hearing aids increased to \$2000 every two years
- Paramedical improvements to \$1350 including specific individual increases to the components of the paramedical coverage
- Dental implants

When exact funding is confirmed, the parties shall meet to allocate any remaining funds. It is understood that the Board will not be required to exceed the funds available through the enhancement.

#### Letter of Understanding on Baseline Staffing

The parties agree that as of October 2008 there were 329.0 FTE in the bargaining unit based on the Board's estimates. The parties agree that this letter of Understanding is not a guarantee of staffing and is not grievable.

#### Letter of Understanding – Professional Development Monies

In accordance with the PDT Agreement, the allocation of CUPE Local 5100 proportional share of the Ministry of Education's funding enhancements for Professional Development and Training for Education Support Workers in the Grants for Student Needs shall be the ratio between CUPE Local 5100 FTE to the total FTE of the Board's unionized and non-unionized education support worker, as reported in the Board's Financial Statements.

The Board shall share the financial analysis and calculations of this allocation with CUPE Local 5100.

The existing Professional Development Committee is the mechanism in place to provide CUPE Local 5100 opportunities to provide input into professional development and training, including the use of the above-mentioned funding enhancement by the Board which must be fully used to provide additional professional development and training in 2008-09 and/or 2009-10 for the members of CUPE Local 5100.

#### Letter of Understanding – Staffing Funding Enhancement for 2011-12 (Education 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 Education 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:

- Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Education Assistants from 188 to 194;
- Increase the number of hours worked by Education 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 Education Assistants must include scheduled supervision of students or 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.

Principals shall have the flexibility to assign these hours 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 Education Assistants' working conditions.

The Brand Erie District School Board shall share the financial analysis and calculations of this allocation with CUPE Local 5100.

#### **Letter of Understanding – Supervision Funding**

The parties acknowledge the government's intention, conditional upon approval by the Lieutenant Governor in Council, to introduce a new allocation in the GSN pupil foundation grant starting in 2008-09, to enhance funding for student supervision in elementary schools as follows:

- \$22.23 per elementary pupil in 2008-09
- \$26.61 per elementary pupil in 2009-10
- \$26.88 per elementary pupil in 2010-11
- \$20.06 per elementary pupil in 2011-12

#### **Letter of understanding – General Supervision**

General Supervision duties within the school should be **fairly/equitably** distributed. Educational Assistants assigned to a Special needs student who requires constant **supervision/assistance** should be exempt from general supervision duties except those pertaining to the Special Needs Students while that student is in their care.

Effective September 1, 2011, the use of incremental hours for Education Assistants must include scheduled supervision of students or 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.

Principals shall have the flexibility to assign these hours 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 Education Assistants' working conditions.

In light of the above, the Labour Management Committee will review the issue of general supervision prior to September 2011.

## **APPENDIX A ~ PLACEMENT PROCEDURES**

1. The Board will establish the number of Educational Assistants required for the coming school year. The number will be established, if possible, by the end of April.
2. In April or May a meeting will be convened with all employees to discuss and outline program expectations for the next school year.
3. Subsequent to the meeting in 2 above, Educational Assistants wishing to vacate their current assignment must indicate in writing to Human Resources their intention to do so.
4. Prior to June 1<sup>st</sup>, the Board will inform each Employee if their current assignment will be available or if they will be declared surplus according to programs and assignments available in order of seniority subject to ability and qualifications.
5. On or before June 30<sup>th</sup>, Educational Assistants who choose to vacate their assignment or were declared surplus, will attend a meeting to select an assignment. Assignments will be chosen in order of seniority subject to ability and qualification.
6. Any position remaining unfilled after the first **job** fair (assignment meeting) will be posted electronically by August 15<sup>th</sup> for 5 business days. These postings are available to all members of the bargaining unit.
7. New assignments identified after the start of the school year will be posted in accordance with Article 6.
2. Where circumstances require and after consultation with the union, Educational Assistants may **be** transferred, to address changing system needs, at the discretion of the Superintendent of Schools with responsibility for Special Education. Such transfers will occur with as much consultation as is possible, but in no circumstance with fewer than 5 (five) working days notice unless with the agreement of the Educational Assistant. Such a transfer will not result in an increase in distance of more than 45 kilometers traveled for the Educational Assistant.
9. Twin buildings will be treated as one school for staffing purposes

## APPENDIX B -- ROLE DESCRIPTION

- (a) Educational Assistants are persons employed by the Grand Erie District School Board to assist with the preparation, delivery and supervision of special educational programs and services for exceptional pupils and education programs for other pupils.
- (b) The Educational Assistant is responsible to the designated Principal for the effective discharge of the assigned duties and works most directly with the teacher who has been assigned program responsibilities.
- (c) An Educational Assistant's assignment will include any or all of the following:
- i. assisting in instruction, evaluation and supervision of pupils and the integration of exceptional pupils into regular elementary and secondary classrooms;
  - ii. preparation and delivery of programs and services;
  - iii. preparation of learning materials and environments;
  - iv. lifting and positioning of pupils;
  - v. assisting with mobility of pupils;
  - vi. feeding of pupils and their subsequent non-intrusive hygiene needs;
  - vii. toileting of pupils and their subsequent non-intrusive hygiene needs;
  - viii. maintaining occupational and physiotherapy programs;
  - ix. assisting with speech correction and remediation of pupils and alternative communication methods;
  - x. participation in conferences and interviews during normal working hours;
  - xi. assisting in the instruction of "life skills";
  - xii. job coaching;
  - xiii. assisting in the evaluation of relevant, cooperative education student placements;
  - xiv. such other duties as are reasonably related to the Educational Assistant's specific assignment.
- (d) Educational Assistants will maintain the confidentiality of all aspects of their assignment.
- (e) An Educational Assistant shall not be required to administer medication by injection or to suction or tube feed students.