



A G R E E M E N T

Between

THE HALTON CATHOLIC DISTRICT SCHOOL BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 5200

EDUCATIONAL ASSISTANTS

SEPTEMBER 1, 2004 to AUGUST 31, 2008

This Agreement entered into as of 10th Day of June, 2005

BETWEEN:

The Halton Catholic District School Board
Hereinafter called the "Board"

of the first party

AND

The Canadian Union of Public Employees
and its Local 5200 – Educational Assistants
Hereinafter called the "Union"

of the second part

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ARTICLE 1 - PURPOSE

1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Board and it's employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Board and it's employees, to make provisions herein for wages, hours of work and working conditions, and to provide an orderly method of settling grievances under this Agreement which may arise from time to time.

ARTICLE 2 - RECOGNITION

2.01 The Board recognizes the Canadian Union of Public Employees, CUPE Local 5200 Educational Assistant as the sole and exclusive bargaining agent for all Educational Assistants employed by the Halton Catholic District School Board in the Regional Municipality of Halton, save and except Supervisors, persons above the rank of supervisor, Educational Assistants employed in night and Summer School Continuing Education Program and students employed during the school vacation period.

2.02 In the event that the Board creates a new position that appropriately falls within this bargaining unit, the Board agrees to meet with the Union President and C.U.P.E. National Representative at least one (1) month in advance to discuss the details and processes.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Save and except to the extent specifically modified or curtailed by any provision of this Collective Agreement, it is the exclusive function of the Board to manage its business and Schools and such functions shall include, but not be limited to, the following functions:

1. to maintain order, discipline and efficiency and set qualifications;
2. to hire, retire, transfer, classify, assign, appoint, promote, layoff, recall and suspend, discharge or otherwise discipline employees subject to the right of permanent employees to grieve their discipline in accordance with the grievance procedure set out in this agreement;
3. to issue and enforce from time to time such rules and regulations as the Board deems necessary to ensure successful operation of its business;
4. to manage the Board, and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programmes, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of schools and facilities, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations, and all other rights and responsibilities not specifically modified elsewhere in this agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01(i) The Board and the Union agree that there shall be no discrimination by either party with respect to any employee in accordance with the Human Rights Code, as amended from time to time.
- (ii) The Board and the Union agree that there shall be no discrimination, restriction or coercion by either party with respect to any employee by reason of his/her activity or lack of activity in the union.
- 4.02 Whenever the singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used where the context so requires.

ARTICLE 5 - DEFINITIONS

- 5.01 TRANSFER shall mean a transfer to a position carrying the same rate of pay.
- 5.02 TEMPORARY EMPLOYEES are defined as employees hired for a specific term.
- 5.03 SUPPLY EMPLOYEES are defined as employees hired to replace full-time or part-time employees who are absent on a day to day basis.
- 5.04 PERMANENT EMPLOYEES are defined as full-time or part-time employees who have completed the probationary period.
- 5.05 PART-TIME EMPLOYEES are defined as employees working less than full-time hours as outlined in Article 30.05.
- 5.06 FULL-TIME EMPLOYEES are defined as employees working full-time hours as outlined in Article 30.05.

ARTICLE 6 - TEMPORARY EMPLOYEES

- 6.01 Employees may be hired for a specific term not to exceed twelve (12) months to replace an employee who will be on an approved leave of absence, W.S.I.B., sick leave or to work on special projects for which the Board receives Government grants.

The employer will outline to the employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

ARTICLE 7 - UNION SECURITY

- 7.01 No employee shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 7.02 In respect of employees covered by this Agreement, the Board will not recognize during the term of this Agreement any other bargaining agent.
- 7.03(a) If an employee consents to be transferred to a position outside of the bargaining unit, the employee will have the right to return to a comparable position in the bargaining unit during the trial period,

which will be a maximum of three (3) months.

- (b) If an employee applies to be transferred to a position outside of the bargaining unit, the employee will have the right to return to a comparable position in the bargaining unit during the trial period, which will be maximum of three (3) months.

7.04 If an employee returns to the bargaining unit, that employee shall be placed in a comparable position as deemed appropriate by the Board. Such return shall not result in the layoff or bumping of an employee holding greater seniority. This Article relates to employees transferred to positions outside of the bargaining unit.

7.05 Both the Board and the Union shall have the right to have the assistance of counsel and/or an advisor when dealing with the Board at any step of the grievance procedure or when negotiating with the Board, or any other meeting consented to by the Board.

7.06 The Board will furnish the Union with a list of seniority employees showing changes in the address of seniority employees, a list of new hires, a list showing the termination of seniority employees.

When changes occur to the above, such changes will be sent to the Recording Secretary of CUPE Local 5200 Educational Assistant on the last working day of the month. Notices of termination will be forwarded to the Union immediately.

ARTICLE 8 - UNION ACTIVITY

8.01 The Union will not engage in Union activity during working hours or hold meetings at any time:

1. on the premises of the Board Administration Centre without the permission of the Executive Officer, Human Resources Services or designate, or School Principal or designate.
2. on the premises of any of the Board's schools without the permission of the Director of Education or designate or School Principal or designate.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 The Union undertakes and agrees that while this Agreement is in operation neither the Union nor any employee shall call or encourage a strike and the Board agrees that it will not engage in any lockout during the term of this Agreement.

ARTICLE 10 - UNION DUES

10.01 The Board agrees as required by S.47 of the *Ontario Labour Relations Act, 1995* as amended, to deduct from the wages of each employee in the bargaining unit the amount equal to the regular union dues from their date of hire.

The amount of dues shall be those required to be paid by a member and authorized by the Union in accordance with the provisions of its By-Laws and Constitution, the Union shall notify the Board of any changes therein and such notice shall be the Boards conclusive authority to make the deductions specified.

- 10.02 Dues deduction shall be forwarded to the Secretary-Treasurer of the National Office at 21 Rue Florence Street, Ottawa, Ontario, K2P 0W6, together with a list of employees from whom the deductions have been made, not later than the end of the month during which such deduction was made.
- 10.03 In order that the Board may have definite instructions as to what amount is to be deducted for the above purpose, it is agreed that the Union shall promptly notify the employer, in writing over the signature of the Secretary-Treasurer or President of the Local Union of the amount of deductions to be made by the Board equivalent to the Union's regular monthly dues, and the Board shall have the right to continue to rely upon such written notification until it receives other written notification signed with the same formality.
- 10.04 The Union agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such checkoff deduction.

ARTICLE 11 - UNION REPRESENTATION/COMMITTEE'S

- 11.01 The Union recognizes the Negotiating Committee of the Board as the official body to represent the Board and to negotiate on it's behalf.
- 11.02 A Steward or a member of the Union Committee referred to in this Collective Agreement shall have the privilege of attending designated grievance procedure meetings and meetings held to negotiate the renewal of this Agreement held within regular working hours and will be compensated for time spent during such hours at regular straight time rate of pay, exclusive of all premiums, subject to the following:
1. It shall only apply to time spent processing grievances in accordance with this Collective Agreement and shall not apply to time spent attending an Arbitration.
 2. All time shall be devoted to the prompt handling of grievances.
 3. All time away from work shall be properly reported.
 4. The steward and grievor concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
 5. The Board reserves the right to limit such time, on reasonable notice being given, if it deems the time so taken to be excessive.
 6. In negotiations for the renewal of this Collective Agreement it shall apply to meetings held up to the time Conciliation Services are applied for. Thereafter payment of the Union committee shall not be the Board's responsibility.
- 11.03 The Board will recognize as stewards not more than four (4) employees, provided such employees have acquired seniority under the terms of this Agreement and the Union shall notify the employer in writing of the names of such employees and any changes as they occur. The Board shall not be obliged to recognize any steward until it has been notified in writing.

- 11.04 It is understood that the stewards and committee persons have their regular work to perform on behalf of the Board. If it is necessary for a steward or committee persons to investigate a grievance during working hours, the steward or committee person shall not leave work without first obtaining the verbal permission of the immediate supervisor. Subject to operational requirements, such permission will not be unreasonably withheld. If requested he/she shall give an estimate of the time he/she will be away from his/her regular work. When resuming regular work, the steward/committee person shall again report to the immediate supervisor.
- 11.05 The Board agrees to recognize a Union Grievance Committee composed of not more than four (4) seniority employees and the National Representative.
- 11.06 The Board undertakes to secure from all members of its supervisory personnel their co-operation with the committee persons in the carrying out of the terms and requirements of this Agreement.
- 11.07 The Union undertakes to secure from its officers, committee persons and members their co-operation with the Board and with all persons representing the Board in any supervisory capacity in the carrying out of the terms and requirements of this Agreement.
- 11.08 The Union Negotiations Committee shall be comprised of three (3) members of CUPE Local 5200, (Educational Assistants) and the President of CUPE Local 5200, as well as a CUPE National Representative.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 In determining time limits, Saturday, Sunday and recognized statutory paid holidays shall be excluded.
- 12.02 It is the mutual desire of the Union and the Board that all grievances shall be adjusted as quickly as possible. It is further agreed that the designated grievance procedure, as hereinafter set forth, shall serve as the means to be utilized by the grievor for the prompt disposition and final settlement of the grievance.
- 12.03 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be considered a grievance.
- 12.04 At all formal steps a grievance, to be acceptable under this agreement shall:
- a) be in writing,
 - b) specify the article(s) allegedly violated by number,
 - c) contain a statement of the facts relied upon,
 - d) indicate the redress sought,
 - e) be sent by registered mail or delivered in person, or by fax,
 - f) not be subject to change after submission.
- 12.05 At all stages or steps a grievor may be accompanied by a representative of the Union.

- 12.06 No grievance shall be considered which was not presented within ten (10) working days after the circumstances which gave rise to it came to the attention of or should have come to the attention of the employee concerned.
- 12.07 Time limits may be extended on the mutual agreement of the parties.
- 12.08 A decision reached at any stage of the grievance procedure above outlined shall be final and binding upon all parties hereto, including the grievor, and shall not be subject to re-opening by any party except by mutual agreement.
- 12.09 If the grievance is settled at Steps 1 or 2 of the grievance procedure, both the Board's and Union's representatives as provided herein, shall sign the settlement as endorsed on the written grievance, so that no question or argument may arise as to what the settlement was.
- 12.10 To be considered in the grievance procedure the original copy of the grievance will be submitted to Human Resources where each grievance shall, upon being received, be processed in accordance with the steps outlined in this Article. Grievances shall be adjusted and settled as follows:

The parties acknowledge that time limits set out in both the grievance and arbitration procedures must be strictly complied with except by agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned notwithstanding the provisions of Section 48 (16) of the Labour Relations Act.

12.11 **INFORMAL STAGE**

The parties of this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until the employee has first given the immediate supervisor an opportunity to adjust the employees complaint. The employee's immediate supervisor shall give the employee a reply within two (2) working days. An employee may elect to have a steward present.

12.12 **REPLIES TO GRIEVANCES**

If the respondent to the grievance does not comply with the time limits set out for meetings and/or replies to a grievance, the party having carriage of the grievance shall process the grievance to the next step within the time required after expiration of the time for the respondent to hold a meeting or give a reply, as the case may be.

- 12.13 Failure to put a grievance in writing in Step No. 1 in accordance with the requirements of Article 12.04 hereof, shall be deemed a complete waiver and abandonment of the grievance by the grievor.

12.14 **FORMAL STAGE - STEP NO. 1**

If an employee has a grievance, the employee shall first and immediately within the ten (10) working days referred to in Article 12.06 submit the grievance in writing in accordance with Article 12.04. If the employee wishes, assistance of a steward may be requested.

- 12.15 The Administrator, Human Resources Services shall, whenever practicably possible, give an immediate answer on the grievance to the employee, but in no event shall the answer be delayed beyond seven (7) working days.
- 12.16 The next step of the grievance procedure may be taken within seven (7) working days of the Administrator, Human Resources Services or designate giving a written decision, but not thereafter.
- 12.17 Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step 2 of the grievance procedure.

12.18 **STEP NO.2**

The written grievance shall, within seven (7) working days of the decision of the Administrator, Human Resources Services or designate giving a written decision, be submitted to the Executive Officer, Human Resources Services, or designate for the purpose of endeavouring to settle the grievance.

- 12.19 The Executive Officer, Human Resources Services or designate shall then meet with the steward and grievor within seven (7) working days after the written grievance is so submitted to the Executive Officer, Human Resources Services, or designate, for the purpose of endeavouring to settle the grievance.

At such meeting, the Board or the Union may have such additional representatives present as each party desires, and the grievor or employee(s) concerned may be present.

- 12.20 The Executive Officer, Human Resources Services, or designate, shall then give an answer in writing within seven (7) working days following the meeting.
- 12.21 If final settlement of the grievance is not completed at Step No. 2 above, it may be referred by either party to a Board of Arbitration as hereinafter provided, within ten (10) days from the Executive Officer, Human Resources Services or designate's decision at Step No.2 above. The party referring the grievance to arbitration shall be restricted to the issues contained in the written grievance.
- 12.22 Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits as prescribed above shall be considered settled on the basis of the Board's last reply.
- 12.23 The time limits for the grievance (s) to proceed to arbitration will be suspended if either party requests the assistance of a Grievance Mediation Officer. Time limits to proceed to arbitration will commence the day after the grievance meeting with the Grievance Mediation Officer.

ARTICLE 13 - POLICY GRIEVANCE

- 13.01 In the case of a Union Policy grievance or Board grievance, such grievance may be submitted to the Executive Officer, Human Resources Services, or the Union, as the case may be, in writing within seven (7) working days of the circumstances giving rise to the grievance and shall commence with Step No. 2 under the grievance procedure; however, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the

regular grievance procedure shall not thereby be bypassed.

ARTICLE 14 - GROUP GRIEVANCE

14.01 In the event that more than one employee is directly affected by one specific incident and such employees would be entitled to grieve, the grievance shall be processed as one grievance commencing at Step 2 of the grievance procedure.

Two grievors of the group shall be entitled to be present at meetings unless otherwise mutually agreed.

ARTICLE 15 - ARBITRATION

15.01 When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been contravened, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

15.02 The recipient of the notice shall within ten (10) working days, of receipt, inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of the name of its appointee to the Arbitration Board.

15.03 A single arbitrator will only be appointed by the mutual agreement of both parties.

15.04 Where two appointees are so selected they shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the chairperson.

15.05 If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time limits, the appointment shall be made by the Labour Relations Board upon the request of either party.

15.06 A single arbitrator or the Arbitration Board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.

15.07 The decision of the majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs.

15.08 The arbitrator or Arbitration Board, as the case may be, shall not by decision add to, delete from, modify or otherwise amend the provisions of this Agreement.

15.09 The initial notice requesting submission of the grievance to an arbitrator or Board of Arbitration shall be delivered not later than ten (10) working days after the time limit for exhaustion of the applicable procedure contained in this Agreement.

15.10 Any notice required under this Article shall be in writing by registered mail or personal delivery or by fax to the parties at their respective mailing addresses.

15.11 Each party may be represented at the arbitration by representatives of its choice.

- 15.12 Each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.
- 15.13 Time limits may be extended by mutual agreement of the parties.
- 15.14 The term “working days” when used in this Article shall mean Monday to Friday inclusive, throughout the year, but excluding statutory holidays as defined in this Agreement.

ARTICLE 16 - DISCIPLINE/DISCHARGE

- 16.01 A claim by a seniority employee that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Officer, Human Resources Services within three (3) working days after the discharge or receipt of the written discharge notification. Such special grievance shall be dealt with at Step No. 2 and the balance of the grievance procedure. Such three (3) working days time limit shall be extended only where it is physically impossible for the employee to comply, for example, where the employee is confined to jail or a hospital. In no event shall such extension exceed seven (7) working days, i.e. a total of ten (10) working days from the date of discharge.
- 16.02 An employee who is to receive a discipline shall be notified prior to the discipline to allow the employee sufficient time to obtain union representation for such discipline.
- 16.03 No employee shall be disciplined outside of their scheduled hours of work.
- 16.04 Effective April 1, 2003, notices of discipline shall be given to the employee within ten (10) working days of the discovery of the occurrence giving rise to the action. Such written discipline shall not remain in the employee's file after two (2) years provided, however, there is no re-occurrence of a similar incident during this period.

ARTICLE 17 - SENIORITY

- 17.01 Seniority is defined as the total accumulated regular paid hours in the bargaining unit and shall include service with the Board and the Halton Catholic District School Board prior to the certification or recognition of the Union.
- 17.02 Seniority will continue to accrue if an employee:
- (a) is on any period of paid leave of absence;
 - (b) is on any period of paid sick leave;
 - * (c) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
 - (d) is on any period of W.S.I.B. benefit (up to a limit of twenty-four [24] months) as applicable;
 - * (e) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;

- (f) is on any period of approved pregnancy, adoption, paternity or parental leave, as per the Employment Standards Act, up to 52 weeks.

* Such unpaid leave shall not be as service for the purpose of Article 28.01.

17.03 Seniority will be maintained but not accrued if any employee:

- (a) is on an approved unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is laid off for less than twelve (12) months;
- (c) is on a maximum three (3) month trial period of an out of the bargaining unit position;
- (d) is on W.S.I.B. benefits in excess of twenty-four (24) months;
- (e) is promoted to a temporary out of the bargaining unit position of twelve (12) months or less.

17.04 LIST

The employer will maintain a seniority list showing each employee's name, work location, date of hire and total full time equivalent years of service. By November 1st, the Board will revise the seniority list and send a copy to the Union and post a copy of this list on a bulletin board in each work location.

17.05 PROBATIONARY EMPLOYEES

Newly hired employees shall serve a probationary period of three hundred and ninety (390) hours worked and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have seniority calculated from the date of hire. The Board may extend the probationary period of an employee for an additional three (3) months with the agreement of the Local President.

ARTICLE 18 - LOSS OF SENIORITY

18.01 An employee loses all seniority and his/her employment with the Board shall terminate under the following conditions:

- a) The employee resigns;
- b) is discharged and not subsequently reinstated;
- c) is absent from work for more than three (3) consecutive working days without notifying the Board within the period and without an explanation satisfactory to the Board upon return to work;
- d) is recalled from layoff and fails to return to work within seven (7) days (except if the employee has an explanation satisfactory to the Board) after the Board's notice of recall is sent by registered mail or by telegram to the last address shown on the Board's records;
- e) is absent from work without an explanation, satisfactory to the Board, beyond the period of

any leave of absence granted by the Board;

- f) is laid off for a period of twelve (12) months or more;
- g) if the employee is absent from work due to illness for more than two (2) years. Before the Board removes an employee from the seniority list under the provisions of this clause (g), the Board will review the individual case.

ARTICLE 19 - RETIREMENT AGE

- 19.01 Retirement will be at the end of the month in which an employees sixty-fifth (65) birthday occurs or at the end of the school year during which the sixty-fifth (65) birthday occurs or when an employee retires under an early retirement plan.

ARTICLE 20 - LAYOFF

- 20.01 A layoff is defined as a reduction in the hours of work or a reduction in the work force.
- 20.02 An employee who is to be laid off will receive written notice of at least thirty (30) days prior to layoff.
- 20.03 Both parties recognize that job security to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of seniority subject to ability and qualifications to perform the job.
- 20.04 Employees shall be recalled in order of their seniority subject to ability and qualifications to perform the job.
- 20.05 In the event of layoffs of Educational Assistants, occurring during the school year due to the discontinuance of any job, an employee may displace a less senior employee, with equal or more hours within the Board, or with lesser hours within the Board provided that the employee has the ability and qualifications to perform the job or the employee may accept a layoff.

The then displaced Educational Assistant may displace the most junior Educational Assistant regardless of hours or accept a layoff provided that the employee has the ability and qualifications to perform the job.
- 20.06 No new employee will be hired until those laid off have been recalled to full employment (equal to the number of hours they previously worked), subject to ability and qualifications to perform the job.
- 20.07 Temporary/Supply assignments will be offered to laid off employees prior to being offered to any other person. If a laid off employee refuses a temporary/supply assignment, such refusal shall not affect the employee's recall rights.
- 20.08 Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step 2 of the Grievance Procedure.
- 20.09 RECALL

Employees who are laid off will be placed on a recall list and will be retained, subject to the provisions of this Collective Agreement but not accrue seniority. No employees shall be hired until those laid off have been given an opportunity of recall.

- 20.10 Notice of recall to work shall be directed by registered mail to the employee's last address on file with the employer. It shall be the responsibility of the employee to keep the employer informed of the employees current address.
- 20.11 The recalled employee must notify the employer in writing of the employee's intention within five (5) working days of receiving the recall notice.

ARTICLE 21 - JOB POSTING AND TRANSFERS

- 21.01 The job posting will state duration of assignment, i.e., permanent, temporary (maternity leave) etc., the school location, special circumstances, and full-time equivalent (FTE).
- 21.02
1. Positions which become available following June 15th, shall be posted on the Intranet and in the Board's Administration Centre. Educational Assistants wishing to apply are encouraged to call the Board's Administration Centre.
 2. During the period April 15th to June 15th Educational Assistant positions which are identified as being available for the commencement of the following school year shall be posted on the Intranet for a period of five (5) consecutive working days.
 3. Any positions which become vacant between September 20th and June 14th of any school year shall be filled on a temporary basis only and shall be posted between April 15th and June 15th of that year in accordance with the posting procedure specified herein.
 4. When temporary positions that were filled between Sept 20th and June 14th are posted the employee who filled the position on a temporary basis prior to the completion of the job posting procedure must reapply for the position.
- 21.03 The successful applicant will be notified within fifteen (15) working days following the closing date of the posting.
- 21.04 No applicant from outside the bargaining unit shall be considered for posted vacancies until all internal applicants have been examined and notified of the outcome.
- 21.05 The number of educational assistant positions in the system will be determined by the Board. A meeting between the Board and the Union will be held no later than June 15th of each year to discuss staffing for the next school year. Where possible, employees will be notified in writing, no later than June 15th of each year of a change in their current assignment.
- 21.06 An employee who desires a transfer to a different school, shall complete the Board's Request for Transfer Form and file it with the Executive Officer, Human Resources Services or designate. Such requests for transfer will be given consideration when permanent vacancies occur in accordance with Article 20. All Requests for Transfer Forms filed with the Executive Officer, Human Resources Services or designate shall expire upon May 15th of each year and any employee still desiring a

transfer shall complete and file a new Request for Transfer. Requests for transfer will be awarded on the basis of the needs of the student or students; ability and experience of the employee; other educational requirements of the school, seniority and reasonable travel considerations for the educational assistant. The employer shall post the Transfer Request Form on the Board's intranet. All completed Transfer Request Forms shall be returned to the Board on or before April 15th.

Employer initiated transfers may be required in order to best meet the needs of the student to be served. In the event that such transfer is required, the Executive Officer, Human Resources Services or designate shall meet with the employee to outline the reasons for the transfer prior to any transfer. The affected educational assistant has the right to have union representation at any such meeting.

- 21.07 If during the first thirty (30) working days the successful applicant is not satisfactory to the Board, the employee shall be returned to their former position without loss of seniority and any other employee transferred because of such return shall also be returned to their former position without loss of seniority.
- 21.08 During the first thirty (30) working days should the employee wish to return to their former position, they may do so without loss of seniority. Any other employee transferred because of an employee exercising this right shall also be returned to their former position.
- 21.09 A part time employee transferring to full time employment in the bargaining unit shall have the option to return to part time employment without the loss of seniority obtained as a part time employee during the thirty (30) working days trial period required for transfer to full time employment provided, however, the provisions of Article 21 shall apply from the commencement of work in the full time position.
- 21.10 TEMPORARY/SUPPLY
1. The hiring of a supply/temporary employee shall not be used to circumvent job postings or the recall of a regular employee from lay off.
 2. Supply/temporary employees shall not accrue seniority except as defined below.
 3. Applications from supply/temporary employees will not be eligible for consideration. They will be treated as outside applicants for positions not filled by regular employees.
 4. When a person who has been a temporary employee as per Article 5 becomes a regular employee, after completion of the probationary period as defined in the Collective Agreement for new employees, seniority shall be so dated as to give credit for the total number of days, pro-rated to the nearest month, that the person has worked as a temporary within the twenty-four (24) month period immediately proceeding appointment to the regular position.
 5. The probationary period for such a new regular employee shall be as stated in the collective agreement.
 6. The union shall be notified in writing of the names and terms of employment of all supply/temporary employees.
 7. In no case shall a supply/temporary employee exercise seniority against a regular employee.

If a vacancy for a regular position is not filled by a regular employee, supply/temporary employees who applied for the vacancy, shall receive consideration prior to hiring a new employee.

8. Supply/Temporary employees will be responsible for filing with the Board their preference of work locations and hours of work.
9. Where temporary vacancies occur, those supply/temporary employees who have complied with #7 above, will be given consideration in accordance with Article 6.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 O.S.B.C.C.

The Board agrees to provide a leave of absence each year without loss of seniority, benefits or pay for two (2) employees, not more than (1) employee from the same school, to attend the annual Ontario School Board Co-ordinating Committee (O.S.B.C.C.). The Union agrees to reimburse the Board for the total monies paid to the employees.

22.02 CONVENTIONS/CONFERENCES

Leave of absence without loss of seniority will be granted to not more than three seniority employees at any one time (not more than one (1) of whom shall be from the same school) and all such leaves shall not total more than thirty-six (36) working days per school year (September 1, to June 30) or more than twelve (12) working days per school year for any individual, and such leave of absence shall be confined to representing the union at union conventions or union conferences.

22.03 UNION PRESIDENT

The Board will grant the Union President two (2) days per week to perform the duties of the Union without loss of seniority.

The Union will reimburse the Board the full cost of wages and benefits for such release time. Such leave must be taken in either half day or full day increments.

22.04 UNION EDUCATION COURSES

Leave of absence, without pay and without loss of seniority, will be granted to not more than three (3) stewards and officers at any one time to attend union sponsored education courses during the working hours and all such leaves shall not total more than thirty (30) working days per school year (September 1, to June 30)

22.05 WAGES/BENEFITS WHILE ON UNION LEAVE

The Board agrees to pay, on behalf of the Union, to employees on approved leave of absence pursuant to Article 22, full wages and compensation for which they would otherwise be entitled under this Agreement and the Union agrees to reimburse the Board for the total monies paid on behalf of such employees.

22.06 LEAVES WITHOUT PAY FOR OTHER THAN UNION BUSINESS

Leaves of absence without pay are provided with the following conditions:

1. no credits will be made to the sick leave plan during a leave under this Article, however, any sick leave credits credited or accumulated prior to such leave shall be available on resumption of employment with the Board,
2. vacation pay will be pro-rated,

22.07 Employees on unpaid leaves of absence, other than Union business, must pay one hundred percent (100%) of the benefit premiums for that portion of the approved leave of absence exceeding one (1) month.

22.08 PREGNANCY/PARENTAL/ADOPTION

1. An employee on a pregnancy/parental leave of absence will be maintained on the Board's benefit program as per the Employment Standards Act and will accumulate seniority for the statutory period of leave.
2. Leave of absence for such reasons shall be granted as per the Employment Standards Act as amended from time to time without loss of seniority or benefits.
3. At termination of such leave periods, the onus shall be on the employee to report, in writing, to the Executive Officer, Human Resources Services, readiness and medical fitness to resume duties. Upon the employees return from such leave, he/she will be returned to his/her original position or if the position has been eliminated then to a comparable job at the same wages and benefits as at the date of commencing this leave.

22.09 JURY DUTY/SUBPOENA/QUARANTINE

- (a) When an employee is required to be absent because of jury duty, or as a witness in any court to which the employee has been summoned in any proceedings to which the employee is not a party or one of the persons charged, the employee shall be subject to neither loss of salary nor deduction from sick leave credit, provided that the employee pays to the Board any fees, exclusive of travelling allowances and living expenses, that the employee receives as a juror or as a witness.
- (b) When an employee is quarantined or otherwise prevented from attending to duties because of exposure to a communicable disease, the employee will be subject neither to loss of pay, seniority, nor deduction from sick leave credits.

22.10 COMPASSIONATE LEAVE

1. An employee may be granted up to two (2) days per year compassionate leave with pay and without loss in seniority if the request shows good and sufficient reason. Such request must be in writing, show the reason, commencement date and length of the proposed absence.
2. A leave of this nature will usually cover extraordinary circumstances which, therefore, merit

individual attention and is subject to the approval of the Executive Officer, Human Resources Services or designate.

22.11 PUBLIC OFFICE

An employee holding public office may be granted, as determined in consultation with the Director of Education, relief from duty without pay and without loss of seniority during the employee's term of office.

22.12 SCHOOL BOARD BUSINESS

Any absence relating to School Board business and approved by the manager and the Executive Officer, Human Resources Services shall not be charged against the employee's sick leave credit.

22.13 BEREAVEMENT LEAVE

An employee who is required to be absent because of the death of a member of the employee's family, will be granted 5, 3, or 1 consecutive working days as listed below, without loss of pay or deduction from sick leave credit. For extenuating circumstances, application for extension of leave with pay is to be made to the Executive Officer, Human Resources Services.

5 Days - Immediate family - Parent, legal guardian, brother, sister, spouse, child, grandparent, grandchild.

3 Days - In-laws, step parent, step child, step brother, step sister, legal ward.

1 Day - Aunt, uncle, niece, nephew.

22.14 SCHOOL CLOSURE

When a school or building is closed because of severe weather or health or safety reasons, all affected employees will be allowed necessary leave of absence without loss of pay until the school or building is reopened.

The Board reserves the right to re-assign the affected employee(s) according to its needs.

22.15 EMERGENCY LEAVE

Any member of CUPE Local 5200 (Educational Assistants) may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the Employment Standards Act. Written application to the Executive Officer, Human Resources Services shall be made in advance whenever possible.

ARTICLE 23 - HEALTH AND WELFARE

23.01 All full time employees except those who submit proof of coverage in writing to the Executive Officer, Human Resources Services, will automatically be enrolled in all welfare benefits under this Collective Agreement.

23.02 Part time employees are eligible to participate in those benefits identified in Article 23. The Board will pay fifty percent (50%) of the cost of monthly premiums and the employee will pay fifty percent (50%).

23.03 The Ontario Health Insurance (OHIP) premiums are compulsory deductions. The Board shall pay one hundred percent (100%) of the premiums.

23.04 The Board will contribute one hundred percent (100%) of the monthly premiums for the Extended Health Benefit plan for eligible employees.

23.05 FAMILY PREMIUM

The family premium covers employees with dependents and/or spouses. Children under the age of twenty-one (21) years who are unmarried and dependent for support upon the insured person. This includes an adopted child/ren to whom the insured person stands in the position of a parent/guardian and for whom claim can be made for deduction of income tax purposes.

23.06 Also eligible as dependents are children aged twenty-one (21) and over who are financially dependent upon the insured person because of physical or mental infirmity, and unmarried dependent child/ren under age twenty-one (21) or age twenty-five (25), if a full time student, enrolled in College/University, at an approved school as determined by the Board.

23.07 SINGLE PREMIUM

The single premium covers single employees of the Board.

23.08 The Vision Care Plan shall reimburse eligible Educational Assistants \$225.00 every year for persons under 18 years of age and \$225.00 every two (2) years for over 18 years of age.

23.09 The Board will pay one hundred percent (100%) of the monthly premium for the coverage of each eligible employee who elects to participate in the Dental Plan.

23.10 GROUP LIFE INSURANCE

The Board will pay one hundred percent (100%) of the monthly premiums for eligible employees on \$50,000 of coverage. The Board will also pay one hundred percent (100%) of the monthly premiums for eligible employees towards the Accidental Death and Dismemberment portion of the basic \$50,000.

Participation in base policy of \$50,000 will be compulsory to all employees.

23.11 Additional supplementary coverage over and above the first \$50,000 to a maximum of two times (2X) salary shall be available to all eligible employees at no cost to the Board.

23.12 Additional Accidental Death and Dismemberment Insurance to an amount equal to the supplementary coverage over and above the basic \$50,000 will be available to all eligible employees at no cost to the Board.

23.13 Additional optional coverage shall be available to a maximum of \$100,000 to all eligible employees at

no cost to the Board.

23.14 Dependent Life Insurance coverage is available to all eligible employees at no cost to the Board in the amount of \$10,000 in the event of the death of the spouse of the insured employee and \$10,000 per child in the event of death.

23.15 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, an employee who retires from the Board prior to age sixty-five may retain membership in any of the group benefit plans to which the employee belongs at the time of retirement until the employee attains the age of sixty-five years. The retired employee must pay the full premium cost to maintain the employee's participation and coverage under the group contracts.

ARTICLE 24 - ILLNESS/INJURY

24.01 Eligibility - The cumulative sick leave plan shall apply to all Educational Assistants of the Halton Catholic District School Board.

All cumulative sick leave held by a member of CUPE Local 5200 Educational Assistant prior to certification will be retained by said employees.

24.02 Each full time employee shall be entitled to two (2) days of sick leave for each month worked. Sick leave credits may be accumulated to a maximum of two hundred and sixty (260) days.

24.03 Each half time seniority employee whose work schedule is equal or greater than fifteen (15) hours per week shall be entitled to one (1) day of sick leave credit for each month worked subject to a maximum accumulation of one hundred (100) days.

24.04 Each part time seniority employee whose work schedule is less than fifteen (15) hours per week shall be entitled to one half (1/2) day of sick leave for each month worked subject to a maximum accumulation of fifty (50) days.

24.05 Waiting period for sick leave entitlement -

All new employees to be eligible for cumulative sick leave must undergo a one month waiting period prior to exercising any sick leave entitlement.

24.06 Each days absence of any employee due to personal illness or injury will cause a deduction from the current years allowance first, then if the allowance is exhausted from the employees accumulated sick leave account. No employee may draw more than two hundred and sixty days (260) of sick leave from the accumulated sick leave account for any one illness or injury.

24.07 No employee is allowed to bank more than two hundred and sixty (260) sick leave days. Once an employee has banked the permitted accumulation of sick leave credits they may use the days of entitlement for that year but the entitlement will not be accumulated beyond the year.

24.08 Each day absence of any employee due to personal illness or injury will cause a deduction first from the current year's allowance, then and if the allowance be exhausted, from the employee's accumulated sick leave account.

24.09 Administration of the Plan

The Executive Officer, Human Resources Services shall keep a record of the credits and deductions for each employee and shall render a statement, by September 15th of each year to each employee of the status of their credits under the plan.

24.10 Reporting and Certification of Absences

- a) All absences for sick leave must be reported to the employee's immediate Supervisor or designate, and the automated reporting system,
- b) Under extenuating circumstances, the Executive Officer, Human Resources Services or designate may request an employee to submit a certificate from a qualified medical or dental practitioner for an absence or sick leave. The cost of the certificate will be paid in full by the Board.

24.11 Computation of Daily Rate

Sick leave claims shall be computed for payment on the basis of the daily salary rate of the employee at the time of the absence.

24.12 Absence Chargeable to Sick Leave

Deductions shall be made from an employee's sick leave credit for the number of days of absence because of personal illness. No salary payments shall be made to the employee for absence beyond the number of days to their credit in the sick leave plan.

24.13 Sick Leave Account

At the end of each school year, all of the balance of that year's sick leave allowance for each employee, after deduction for absences due to illness or injury will be credited to such an employee's accumulated sick leave account.

24.14 In Case of Death

In the case of the death of an employee, in the employ of the Board, one hundred percent (100%) of the employees accumulated sick leave credits shall be paid to the employees beneficiary or the employees estate if no beneficiary.

ARTICLE 25 - WORKPLACE SAFETY INSURANCE BOARD

25.01 A copy of an Employee's Report of Injury/Disease (Form 7) will be given to the employee.

25.02 When an employee is eligible for and receives approval of a claim by the Workplace Safety Insurance Board of Ontario he/she shall select one of the following options:

Option A

- i) All Workplace Safety Insurance Board payments shall be remitted directly to the school

Board.

- ii) Upon remittance to the Board by the employees as provided in subparagraph (i) the employee shall then receive full pay from the Board.
- iii) The Board shall deduct the number of days from the employee's sick leave credits in proportion to the percentage of employee's salary paid by the Board pursuant to the subparagraph (ii).
- iv) If and when the employee's sick leave credits are exhausted, the employee shall only receive the Workplace Safety Insurance Board payment.

OR

Option B

The employee receives Workplace Safety Insurance Board payments directly without any supplement from the Board. The employee must give immediate notice in writing to the Executive Officer, Human Resources Services if he/she chooses this option.

ARTICLE 26 - CHANGE OF CARRIER/BENEFITS

- 26.01 The Board may at any time substitute another carrier provided that the benefits are not decreased and provided that the Union has been given prior consultation
- 26.02 When an employee covered by another Collective Agreement with the employer received improvements in benefits covered in this Collective Agreement, the employer will increase the benefits in this Collective Agreement accordingly.

ARTICLE 27 - HEALTH AND SAFETY

- 27.01 The Board shall recognize and deal with Health and Safety matters through the site based Health and Safety Committee, in accordance with the Occupational Health and Safety Act.

ARTICLE 28 - VACATION PAYS

- 28.01 Employees will be paid vacation pay based on the following years of service.

1 - 2 years	=	4% of annual salary
3 - 5 years	=	6% of annual salary
6 - 9 years	=	8% of annual salary
10 - 24 years	=	10% of annual salary
25 years	=	12% of annual salary effective first of the month following date of ratification of this agreement.

Any employee not having a year of service prior to the commencement of the vacation period shall be paid their vacation entitlement as per the *Employment Standards Act* for the Province of Ontario.

- 28.02 Effective September 1, 2000 vacation pay shall be paid with each pay.

ARTICLE 29 - PAID HOLIDAYS

29.01 The following holidays shall be recognized and paid for by the Board at the regular rate of pay:

New Years Day	Good Friday
Easter Monday	Victoria Day
Civic Holiday	Canada Day
Thanksgiving day	Christmas Day
Boxing Day	Labour Day
Heritage Day (if declared)	

or days celebrated in lieu of such holidays and any other day proclaimed by Provincial, Federal or Municipal Government.

- 29.02 An employee will be entitled to holiday pay if the employee works the last scheduled working day before and the first scheduled working day after the holiday or works on such a holiday if the employee is scheduled to work. Provided, however, that an employee will not lose holiday pay if the employee is absent from work on such day due to illness, injury, W.S.I.B., approved leaves of absence or layoff.
- 29.03 Employees shall receive one additional days pay in lieu of Remembrance Day to be included in the last pay cheque prior to Christmas break.

ARTICLE 30 - HOURS OF WORK

- 30.01 All full time employees shall be entitled to a paid fifteen (15) minutes uninterrupted break period at approximately the midpoint of each half shift.
- 30.02 All part time employees working a regular shift of three (3) hours or more are permitted a fifteen (15) minute uninterrupted break at approximately the mid point of the shift.
- 30.03 All full time employees shall be entitled to a forty (40) minute, unpaid, uninterrupted, lunch break at approximately the mid point of the work day or as close to the mid point of the working day as possible as determined by the Principal based on the needs of the school. The lunch break shall be exclusive of any travel.
- 30.04 It is expressly understood and agreed that the provision of this Article shall not be construed to be a guarantee or a limitation of the hours of work per day or per week or otherwise, nor a guarantee of working schedule.
- 30.05 The regular work day for full time employees is six (6) hours per day (excluding lunch period) and the regular work week is thirty (30) hours per week.

Effective September 2005, the regular work day for full time employees is six and a half (6.5) hours per day (excluding lunch period) and the regular work week is thirty two and a half (32.5) hours per week.

- 30.06 PROFESSIONAL DEVELOPMENT DAYS

An employee will be paid at the regular salary rate for a Professional Development Day designated by the Board for teachers at his/her particular school, if they participate in the scheduled workshops, conferences or seminars designated by the Superintendent of Special Education Services.

Employees will be paid according to the number of hours they actually participate in the Professional Development Day.

ARTICLE 31 - OVERTIME

- 31.01 Overtime, at the rate of time and one half of the employee's regular straight time rate of pay will be paid for work performed in excess of their normal hours per day or normal hours per week or for work performed on Saturdays.
- 31.02 Overtime, at the rate of two times (2x) the employee's regular rate of pay, will be paid for work performed on Sundays and on the holidays referred to in this Collective Agreement. On such holidays, the aforesaid payment shall be in addition to the holiday pay for those employees who qualify pursuant to this collective agreement.
- 31.03 The employees shall have the right to request payment in money or lieu time as set out in this Collective Agreement.
- 31.04 Notwithstanding Article 31.01 and 31.02, an employee who volunteers for an overnight assignment shall be paid sixteen (16) hours of pay at his/her regular straight time hourly rate of pay for each twenty-four hour period. Instead of payment, an employee shall have the right to request lieu time.

ARTICLE 32 - EDUCATIONAL REIMBURSEMENT

- 32.01 Employees who have obtained as of the commencement of the school year, an Educational Assistant Certificate from a recognized Community College or equivalent and relevant education as determined by the Executive Officer, Human Resources Services or designate will be paid in addition to the regular hourly rate, an annual allowance of \$500.00 per year effective September 1, 2002 to be paid in the last pay in April.

ARTICLE 33 - TRAVEL ALLOWANCE

- 33.01 Mileage will be paid for employees who travel from school to school according to the terms of the Board Policy Number 1-3A-C. The current rate of mileage is \$0.34 kilometre subject to review by the Board from time to time.

ARTICLE 34 - BULLETIN BOARDS

- 34.01 The Board shall provide bulletin boards accessible to the employees and upon which the Union shall have the right to post notices of meetings.

ARTICLE 35 - CORRESPONDENCE

- 35.01 All correspondence between the Board and the Local union arising out of this agreement, or incidental thereto, shall pass to and from the Executive Officer, Human Resources Services, to the President of

the Local with copies to the Recording Secretary and copies to the Director of Education of the Board and the National Representative of CUPE assigned to the Local Union.

- 35.02 The Board agrees to send a copy of the "Excerpts from the Regular Meetings of the Board" to the President and the Recording Secretary of the Local Union.
- 35.03 It shall be the duty of the employee to notify the Board promptly, in writing, of any change of address. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail or telegram to the address of the employee which appears on the Board's payroll records shall be conclusively deemed to have been received by the employee.

ARTICLE 36 - CONTRACTING OUT

- 36.01 No seniority employee in the Bargaining unit will be laid off or demoted as a result of the Board contracting out work or services being performed by employees in the Bargaining unit.

ARTICLE 37 - COPIES OF AGREEMENT

- 37.01 The Board shall supply sufficient copies of this agreement for employees within the bargaining unit and to each new employee at the time of hiring. The Board shall also supply twenty-five (25) copies of this Agreement to the Union.
- 37.02 The employer and the union agree that every affected employee will receive a copy of the agreement within thirty (30) days of the signing of the agreement and that the agreement be printed on Board equipment and that any cost of printing be paid by the Board.

ARTICLE 38 - PAYMENT OF WAGES

- 38.01 The Board shall pay wages bi-weekly on Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On the Friday, each employee shall be provided with an itemized statement of his/her wages and deductions.

ARTICLE 39 - PERSONNEL FILES

- 39.01(a) An employee shall, upon written request to the Executive Officer, Human Resources Services, be granted the opportunity to view his/her personnel file in the presence of the Executive Officer, Human Resources Services or designate.
- (b) The employer shall recognize a signed consent from any member of the bargaining unit which allows the National Representative to have access to their personnel file in the presence of a designated Human Resources person.
- 39.02 An employee may request photocopies of any documents in their personnel file and that request shall not be denied. Copies will be provided within 48 hours.

ARTICLE 40 - TERM OF AGREEMENT

40.01 This agreement shall become effective upon September 1, 2004 and to expire August 31, 2008. The agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing of not more than ninety (90) days and not less than thirty (30) days from the termination date of their desire to amend or terminate it. Changes may be made in this agreement by mutual agreement at any time during the existence of this agreement.

SCHEDULE "A"

WAGE RATES

E.A. Rate of Pay for other than JK/SK

	<u>Sept 1, 2004</u>	<u>Sept 1, 2005</u>	<u>Sept 1, 2006</u>	<u>Sept 1, 2007</u>	<u>Aug 31, 2008</u>
0 years	\$17.94	\$18.30	\$18.76	\$19.32	\$19.46
1 year	\$18.30	\$18.66	\$19.13	\$19.71	\$19.84
2 years	\$18.62	\$18.99	\$19.46	\$20.05	\$20.19
3 years	\$18.89	\$19.27	\$19.75	\$20.34	\$20.48
4 years	\$19.18	\$19.56	\$20.05	\$20.65	\$20.79

JK/SK Educational Assistants

	<u>Sept 1, 2004</u>	<u>Sept 1, 2005</u>	<u>Sept 1, 2006</u>	<u>Sept 1, 2007</u>	<u>Sept 1, 2008</u>
0 years	\$16.79	\$17.12	\$17.55	\$18.08	\$18.21
1 year	\$17.94	\$18.30	\$18.76	\$19.32	\$19.46
2 years	\$18.30	\$18.66	\$19.13	\$19.71	\$19.84
3 years	\$18.62	\$18.99	\$19.46	\$20.05	\$20.19

APPENDIX A

The parties agree that the following modifications on a Managed Health Care plan will be implemented effective January 1, 1998.

1. **Dental Benefits**

- (a) There will be a one (1) year lag in the Ontario Dental Association (ODA) fee guide.

i.e. benefits in the 1998 calendar year will be based on the fee guide in effect on January 1, 1997.

- (b) Recalls will be as follows:
 i) Eligible dependent children – 9 months

- ii) Eligible adults – 9 months effective September 1, 2000
- (c) Periodontal scaling will be unlimited effective September 1, 2000.
- (d) Bitewing x-rays will be limited to 1 (one) during an eighteen month period.
- (e) Complete oral exams will be limited to 1 every 5 (five) years.
- (f) Dental re-lines will be limited to one (1) every five (5) years.

2. **Medical**

- (a) A pay direct drug card will be introduced with positive enrolment and C.O.B.
- (b) All eligible drugs shall be as per the national formulary.
- (c) Should an employee require a prescribed drug that is not available on the national formulary, the plan shall pay 80% towards the cost of such drug. It is agreed and understood that “over the counter” drugs are not eligible for payment.
- (d) Employee shall be encouraged to utilize Medi-Trust through a mail order approach to ordering drugs. All employees shall be registered with the Medi-Trust or an equivalent carrier.
- (e) Massage therapy prescribed by a physician shall be limited to 10 (ten) visits per year to a maximum of \$500.00 annually.
- (f) Hearing Aids shall be limited to \$600.00 annually.
- (g) Mastectomy brassieres shall be limited to two (2) annually.

LETTER OF UNDERSTANDING

JOB EVALUATION

Effective September 2005, the Board agrees to a cyclical review of job descriptions within the Bargaining Unit of CUPE Local 5200. Each job description shall be reviewed through the Joint Job Evaluation Committee on a five (5) year cycle. Refresher training will be provided to the Joint Job Evaluation Committee in the 2005-2006 school year.

LETTER OF UNDERSTANDING

DUTY TO ACCOMMODATE (RETURN TO WORK)

The parties agree to discuss any concerns regarding Modified Work Programs and Accommodation Procedures for Educational Assistants through the Labour Management Committee.

LETTER OF UNDERSTANDING

PAY EQUITY

The parties agree to meet during the life of this agreement for the purpose of discussing any pay equity maintenance issues that may arise. Discussion will take place through the Joint Labour Management Committee.

LETTER OF AGREEMENT

The Board will make available a sum of \$1,000.00 to CUPE Local 5200 Educational Assistant upon ratification of this Collective Agreement for purposes of Professional Development. This letter of Agreement will cease upon payment of the \$1,000.00. Payment will be made to the union upon submission of receipts.

LETTER OF INTENT

VIOLENCE

The parties recognize that a safe workplace is a priority. The parties further agree that no employee should be subject to violence in the workplace.

The Union and the Board agree that issues involving workplace aggression and violence shall be brought to and discussed in the Labour Management Committee and may be referred to the Local Health and Safety Committee.

LETTER OF INTENT

Re: Administration of Medication and Performance of Medical Physical Procedures

The Board advises the Union of its policy on the following matters not intended to be covered by the Collective Agreement:

There may be the need for Educational Assistants to administer medication to pupils and/or perform medical physical procedures to them during the school day in order to enable the education of such pupils to continue.

If the Board decides that there is such a need, the Board shall provide the Educational Assistant with the necessary training and the Educational Assistant shall follow the Board's direction with respect to the administration of such medication or procedure as required by the Board.

Notwithstanding the foregoing, an Educational Assistant shall not be required to administer medication by injection (with the exception of an Epi-Pen) to a pupil. However, an Educational Assistant may be required to Clean Intermittent catheterize a pupil. The Board will provide the necessary training for an Educational

Assistant required for the catheterization of a pupil. Should an Educational Assistant be unable or unsuitable to perform the catheterization function, the Board reserves its right to transfer the employee(s).

The Board agrees that where deemed appropriate by the employer, an employee may be accompanied by another employee when toileting a student.

A copy of the Ontario School Boards Insurance Exchange Letter addressed to the Board and attached to this Collective Agreement is for information purposes only.

LETTER OF AGREEMENT

The parties agree to meet as far in advance as possible of any layoff, restructures, or downsizing to explore all options/alternatives to layoffs and to downsizing including but not limited to a voluntary early retirement incentive plan; voluntary unpaid leaves; severance; and attrition.

LETTER OF AGREEMENT

It is agreed that a permanent employee will not be laid off as a direct result of the use of volunteers, co-op students and/or parents.

LETTER OF AGREEMENT

When an employee has a new assignment, the Principal, subject to any limitations imposed by legislation will advise an employee about the student or students for whom he/she shall have responsibility.

LETTER OF UNDERSTANDING

Effective September 1st 2005 the parties agree that Educational Assistants shall attend monthly staff meetings at their work location as part of their assigned duties. Should an Educational Assistant not be able to attend a meeting, it is expected that they will discuss the matter with the Principal in advance.

LETTER OF UNDERSTANDING

An annual allowance of four thousand dollars (\$4,000) will be paid to qualified employees currently working as an Educational Assistant with American Sign Language Interpreter responsibilities. This allowance will only be paid when an Educational Assistant is assigned interpreter duties based on an entire school year, or pro-rated accordingly. Relative qualifications and eligibility will be determined solely by the Board.

This allowance represents an economic adjustment, due to current market conditions and shall be in place for the life of the current Collective Agreement. The parties agree to review the necessity of this allowance upon the expiration of this Collective Agreement.

LETTER OF UNDERSTANDING

The following articles are applicable to casual/supply staff:

2, 3, 4, 5, 7.01, 8, 9, 10, 16.02, 19, 21.01, 21.02, 21.10, 25, 27, 30 (on a volunteer basis only), 34, 35, 37.01, 37.02, 38, 39.01, 40, Letters of Agreement/Intent – Job Evaluation, Professional Development, Administration of Medication, Pay Equity, Violence and New Assignment.

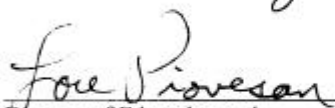
**THE HALTON CATHOLIC
DISTRICT SCHOOL BOARD**

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 5200
EDUCATIONAL ASSISTANTS**

Signed this 1st day of June 2005


Chair of the Board


CUPE Representative


Director of Education and
Secretary of the Board


Negotiations Committee Member


Executive Officer,
Human Resources Services


Negotiations Committee Member


Negotiations Committee Member


Negotiations Committee Member

Negotiations Committee Member



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Website Address:
<http://www.osbie.on.ca>

e-Mail Address:
into@osbie.on.ca

May 16, 2003

Charles Campbell
Administrator, Human Resources Services
Halton Catholic District School Board
Box 5308, 802 Drury Lane
BURLINGTON, Ontario
L7R 3Y2

RE: Liability Insurance for Educational Assistants

Dear Charles Campbell:

This will confirm the liability insurance for Educational Assistants who administer medications and other medical procedures to students.

Under the terms of your Board's liability insurance policy with OSBIE, employees of the Board, who are carrying out duties on behalf of the Board are fully protected by the Board's liability insurance. The insurance covers employees who are sued for alleged negligence arising out of their duties. The limit of coverage is \$20 million.

Educational Assistants who are administering medication or assisting with medical procedures for students are deemed to be working within the scope of their duties for the Board. It is understood that the Ministry of Education and Training has directed that students be given such medical assistance as is necessary to keep them in attendance at school. The staff who assist these students are, therefore, fully protected by the Board's liability insurance.

From a risk management perspective, we have suggested that boards should have Policy and Procedures that provide guidelines to staff who administer medications. Your Educational Assistants should be trained and understand your procedures and follow them.

I trust this is the information required by your Department.

Yours very sincerely,

Diane Brunetti
Underwriting & Marketing Coordinator

