

SOURCE	BOARD		
EFF.	94	01	01
TERM.	94	12	31
No. OF EMPLOYEES	148		
AGREEMENT BETWEEN	D'EMPLOYÉS		

THE TEACHER ASSISTANTS ASSOCIATION
 OF
 THE WATERLOO COUNTY BOARD OF
 EDUCATION

and

THE WATERLOO COUNTY BOARD OF
 EDUCATION

January 1, 1994 to December 31, 1994

10021 (01)

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ARTICLE I - GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Employees concerned, to provide a process for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions and wages for all Employees who are subject to the provisions of this Agreement.

ARTICLE II - DEFINITIONS

- 2.01 In this Agreement,
- a) "Association" means the Teacher Assistants Association of the Waterloo County Board of Education.
 - b) "Employer" means The Waterloo County Board of Education.
 - c) "Employee" means a person employed by the Employer as a teacher assistant.
 - d) "Ten-month Full-time Permanent Employee" means an Employee who is employed to work a minimum of thirty five (35) hours per week, ten (10) months per year.
 - e) "Ten-month Part-time Permanent Employee" means an Employee who is employed to work less than (35) hours per week, ten (10) months per year.
 - f) "Term Employee" means an Employee who fills an open position after September 15 of any school year.
 - g) "Probationary Employee" means an Employee who has not completed sixty five (65) working days in a permanent position.
 - h) "Strike" and "lockout" have the same meaning as defined in the Labour Relations Act.

ARTICLE III - RECOGNITION

- 3.01 a) The Employer recognizes the Association as the sole and exclusive collective bargaining agent for all persons employed by the Employer **as** teacher assistants.
- b) The Association recognizes the negotiating committee of the Employer as the official committee authorized to represent The Waterloo County **Board** of Education and to negotiate on its behalf for the purposes of this Agreement.
- 3.02 The Employer acknowledges the right of the Association to appoint, or otherwise select, a Negotiating Committee, and will recognize and deal with the said committee with respect to any matter which may properly arise from time to time during the term of this Agreement. If a meeting is called by the Employer during working hours, Employees representing the Association, who are required to attend, shall suffer no loss of pay, benefits or seniority.

ARTICLE IV - RESERVATION OF MANAGEMENT FUNCTIONS

- 4.01 The Association recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct the Employees, subject **to** the terms of this Agreement.
- 4.02 The Association acknowledges it is the exclusive function of the Employer, subject to the terms of this Agreement, to:
- a) maintain order, discipline and efficiency;
- b) hire, classify, reclassify, transfer, promote, demote, and lay off Employees and also to suspend, discipline **or** discharge for just cause. A claim by an Employee who has acquired seniority, and who has been suspended, discharged or disciplined without just cause must be the subject of a grievance and dealt with as hereinafter provided.

- 4.03 The Waterloo County Board of Education expects all Employees to observe good safety practices at all times and to draw, without delay, to the attention of the immediate supervisor, any unsafe practices or safety hazard which might be observed.

ARTICLE V - SENIORITY

- 5.01 An Employee will **be** considered probationary and will not be placed on a seniority list and shall not have any seniority rights hereunder until the Employee has worked for a period of 65 working days in a permanent position in a classification covered by the agreement.
- 5.02 The performance of a probationary Employee will be reviewed with the Employee by the immediate supervisor or, under special circumstances, the Manager of Personnel, prior to the end of the probationary period and at the end of the extended probationary period. Notwithstanding this, however, it is understood and agreed that neither the Association nor any Employee will question the dismissal or discipline or extension of probation of any probationary Employee, nor shall the dismissal or discipline or extension of probation be the subject of a grievance.
- 5.03 At the end of the probationary period, the Employee shall then **be** entitled to be placed on the seniority list and seniority shall date back to the day on which the Employee commenced work as a Teacher Assistant.
- 5.04 Seniority shall be established on the basis of the Employee's service with the Employer as a Teacher Assistant..
- 5.05 Employment as a term Employee replacement does not qualify for seniority. Time on leave of absence does not qualify for seniority.
- 5.06 Seniority shall terminate when an Employee
- a) voluntarily quits the bargaining unit,
 - b) is discharged and is not reinstated through the grievance procedure or arbitration,

- c) has been on layoff for a continuous period of more than eighteen months,
 - d) is absent from work without authorization for three consecutive days upon which the Employee is scheduled to perform work; the provision of this clause (d) shall not be interpreted as permitting unauthorized absence of any duration,
 - e) fails to report for work promptly after the expiration of any leave granted unless the Employee is excused by the Employer, or if the Employee fails to notify the Employer of the Employee's intention to return to work within ten working days after notice of recall from layoff is sent by registered mail or telegram to the last address of the person shown on the Employer's records,
 - f) is absent due to illness for more than one year; before the Employer removes an Employee from the seniority list under the provisions of this clause (f), the Employer will review the individual case.
- 5.07 Time on long term or extended leave of absence except for the statutory portion of parental leave does not qualify for seniority.
- 5.08 It shall be the duty of the Employee to notify the Employer promptly, in writing, of any change of address. If an Employee should fail to do this, the Employer will not be responsible for failure of notice to reach such Employee, and any notice sent by the Employer by registered mail or telegram to the address of the Employee which appears on the records filed in the Human Resources Department, shall be conclusively deemed to have been received by the Employee.
- 5.09 All cases of layoff and recall after layoff shall be, within a classification, established on the basis of the Employee's service with the Employer. Where seniority is equal, placement on the Grid will be the deciding factor. If two or more Employees continue to be tied in seniority, then judgment of
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the Employer as to the requirements, the efficiency of operation and the competence of the individual to do the job, shall prevail.

- 5.10** Employees who are laid off in their classification shall have the right of recall for eighteen months following the date of their layoff. Employer obligation ceases if the Employee refuses or fails to notify the Employer of the Employee's intention to return to work within ten working days after notice is received by registered mail or telegram at the last address of the person on the Employer's records.
- 5.11** No seniority Employee shall be laid off while a probationary Employee is employed at a job in that Employee's classification. No probationary Employee shall be engaged or recalled for a job while a seniority Employee in that classification remains laid off.
- 5.12** a) The Employer shall prepare a seniority list of the Employees. The seniority list shall specify the names of all the Employees and beside each name the first work day of employment as an Employee with the Employer. The names of the Employees shall be listed in chronological order by classification based on such working day.
- b) The Employer shall endeavour to provide a seniority list to the President of the Association with the second pay in October and the last pay in June of each year.

ARTICLE VI • NO STRIKES OR LOCKOUTS

- 6.01** In accordance with the Labour Relations Act, there shall be no strike or lockout during the term of this Agreement.

ARTICLE VII - RELATIONSHIP

- 7.01** It is agreed that the Employer and the Association or any of its officers or members shall act in accordance with the provisions in the Ontario Human Rights Code, 1982.

No discrimination, intimidation, interference, restraint or coercion will be practiced by either the Employer or the Association or by any of their officers or representatives against any Employee by reason of race, colour, national origin, political or religious affiliation, sex or marital status, or by reason of membership or activity in the Association.

- 7.02 All Employees shall maintain membership in the Association as a condition of employment and that all Employees hired hereafter shall be required to join the Association.
- 7.03 The Employer agrees to deduct from the Employees' pay, sums that may be so authorized by the Association for Association dues. The Employer shall remit same to the Association not later than the following month together with a list of Employees from whose pay, deductions have been made, and the amount deducted from each Employee.

ARTICLE VIII - STAFF/MANAGEMENT COMMITTEE

- 8.01 It is agreed that a joint committee will be established with the Teacher Assistants as representatives of the Association and representatives from the Employer. The fundamental purpose of the committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its Employees. This committee shall meet as scheduled or at the request of either party.

ARTICLE IX - COMMUNICATIONS

- 9.01 All communication between the Employer and the Association arising out of this Agreement or incidental thereto, shall pass between the Superintendent of Human and Educational Relations, or designate of the Employer, and the President of the Association.

9.02 Once each month, the Employer will supply to the Association an up-to-date list of the names, addresses and work locations of all Employees covered by this Agreement.

ARTICLE X - PAID HOLIDAYS

10.01 The Employer shall recognize the following days as paid holidays:

*New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	*Christmas Day
Victoria Day	*Boxing Day
*Canada Day	

When any of the above holidays marked * fall on Saturday or Sunday, the succeeding Monday will be observed as a holiday. In the event schools are in session on the succeeding Monday, the preceding Friday will be observed as the holiday.

ARTICLE XI - PLACEMENT ON SALARY GRID

11.01 An allowance for experience may be granted at time of employment. Such allowance shall be at the discretion of the Superintendent of Human and Educational Resources or designate.

11.02 An "increment" is the amount of salary increase that may be paid to all Employees on an annual basis, as per the grid in Article 12.

11.03 A "Salary Level" is the rate at which an Employee is paid, as per Article 12. The Salary Level of an Employee is determined by placement on the grid as set out in the Memorandum of Understanding, for which the Employee was hired.

11.04 A "Step" is the number of increments in any Level.

11.05 The salary and allowances to which an Employee is entitled are determined by the position of the Employee on the Salary Grid, as set out in Article 12.

- 11.06 An Employee's increment date for all Employees employed by the Employer prior to August 31, 1987 will be September 1st. All Employees employed by the Employer after September 1st, 1987, will have an increment date of the first working day as an Employee of the Employer.
- 11.07 An Employee appointed on or before September 15th in that school year will have a September 1st, increment date.
- 11.08 All Employees will receive their increment each year until maximum salary for their level is reached, as per Article 12.
- 11.09 Employees descending through the levels will maintain their current step on the grid, and move through the grid at their increment time to the maximum of the level.
- 11.10 Upon appointment to a more senior position, the Employee will be placed on the salary grid at a salary level that is an amount of money that is equal to a minimum of one full increment more than the current salary level. The date of the increment will be adjusted to the date of appointment to the position.
- NOTE: The above does not apply where the Employee applies for and achieves a second position within the bargaining units.
- 11.11 An Employee who has had a break in service of not more than eighteen months (18), shall retain their placement on the salary grid, and will also retain their name and position on the seniority list.

ARTICLE XII - WAGES AND ALLOWANCES

12.01 Salary Grid, effective January 1, 1994

- a) Ten month Part-time Permanent Employees shall be paid at the following rates:

SALARY GRID				
STEP	A	B	C	D
0	10.95	12.25	13.73	15.36
1	11.59	12.99	14.55	16.30
2	12.26	13.74	15.38	17.23
3	12.92	14.48	16.20	18.26
4	13.58	15.22	17.04	19.32

- b) Ten month Full-time Permanent Employees shall be paid at the following rates:

STEP	LEVEL D
0	\$24,584.00
1	26,082.00
2	27,566.00
3	29,220.00
4	30,909.00

12.02 OVERTIME

Employees paid under Article 12.01 (a) and (b) shall be paid for previously authorized work at their regular rate of pay when such is required by the immediate supervisor. Hours over thirty-five (35) per week will be paid at time and one half.

12.03 Travel Allowance

Travel allowances for Employees shall be paid as per Employer policy, see Human and Educational Resources Division Handbook.

**ARTICLE XIII - COST OF LIVING ALLOWANCE
(C.O.L.A.)**

In addition to the salary for Employees for the term of this contract, determined from the salary grids as per Article 12, an allowance for increase in the cost of living shall be paid in one lump sum, pro-rated where necessary.

For the purpose of calculating C.O.L.A., the Consumer Price Index for Canada on December 31st, 1990, shall be the base for this Agreement. For the purpose of this Agreement, the allowance shall be calculated as follows:

Calculation

Employees shall receive a cost of living allowance equal to the rate of increase in C.P.I. for Canada, accurate to the nearest tenth of one per cent from the base month of December 1990, to the end of the Collective Agreement.

The calculation shall commence when the C.P.I. of Canada increase exceeds 5.5%. The percentage arrived at will be applied to the grid salary and pro-rated, where applicable, and added to the second pay of February 1992.

This calculation will not reflect any increase in the C.P.I. for Canada beyond 8%

ARTICLE XIV - METHOD OF PAYMENT

14.01 Effective January 1, 1994:

Vacation pay for the school year shall be paid on the first pay after Labour Day of the following school year, based on the following:

a) For full-time Employees, payment shall be made on the following dates:

January 7	June 10
January 21	June 24
February 4	July 8
February 18	September 2
March 4	September 16*
March 18	September 30
April 1	October 14
April 15	October 28
April 29	November 11
May 13	November 25
May 27	December 9
	December 23

- b) For full-time Employees, annual salaries shall be paid in equal installments on the above dates.
- c) For part-time Employees, payment shall be made on the following dates:

January 7	June 10
January 21	June 24
February 4	July 8
February 18	September 2
March 4	September 16*
March 18	September 30
April 1	October 14
April 15	October 28
April 29	November 11
May 13	November 25
May 27	December 9
	December 23

* Payment on this date reflects Vacation Pay Earnings.

ARTICLE XV - TEMPORARY TRANSFERS

15.01 Any Employee who is temporarily transferred to another position, in which the rate of pay is different from that in effect in such Employee's regular position, shall be paid while so employed as follows:

- a) If the rate of pay in the position to which the Employee is temporarily transferred is less than the employees rate of pay, there will be no adjustment to the Employee's rate of pay.
- b) If the rate of pay in the position to which the Employee is transferred is higher than the Employee's rate of pay, the Employee will be placed on the salary grid, at the new level one full increment higher than their current step.
- c) Any increase in salary as per Article 15.01 (b) shall only be effective after the Employee has completed two (2) working days in the transferred position and shall be paid retroactively to the first day of the position transfer.

ARTICLE XVI - VACATION PAY

16.01 Vacation pay for the school year, shall be paid on the first pay after Labour Day of the following school year, based on the following:

- a) Employees with one (1) year of service and less shall receive 4% of yearly earnings.
- b) Employees with three (3) years of service shall receive 6% of yearly earnings.
- c) Employees with six (6) years of service shall receive 6.4% of yearly earnings.
- d) Employees with seven (7) years of service shall receive 6.8% of yearly earnings.
- e) Employees with eight (8) years of service shall receive 7.2% of yearly earnings.
- f) Employees with nine (9) years of service shall receive 7.6% of yearly earnings.
- g) Employees with ten (10) years of service shall receive 8% of yearly earnings.
- h) Employees with thirteen (13) years of service shall receive 8.4% of yearly earnings.
- i) Employees with fourteen (14) years of service shall receive 8.8% of yearly earnings.
- j) Employees with fifteen (15) years of service shall receive 9.2% of yearly earnings.
- k) Employees with sixteen (16) years of service shall receive 9.6% of yearly earnings.
- l) Employees with seventeen (17) years of service shall receive 10% of yearly earnings.
- m) Employees with twenty-one (21) years of service shall receive 10.4% of yearly earnings.
- n) Employees with twenty-two (22) years of service shall receive 10.8% of yearly earnings.
- o) Employees with twenty-three (23) years of service shall receive 11.2% of yearly earnings.

- p) Employees with twenty-four (24) years of service shall receive 11.6% of yearly earnings.
- q) Employees with twenty-five (25) or more years of service shall receive 12% of yearly earnings.

ARTICLE XVII - LEAVE PLANS

17.01 CUMULATIVE SICK LEAVE

- a) For all Employees:
Sick leave with pay shall be based on an allowance of two days per month, and the unused portion shall accumulate to a maximum of two hundred and twenty (220) days.
- b) Payment for sick leave shall be on the basis of the number of hours worked per week divided by five and multiplied by the appropriate hourly rate in order to establish the sick leave daily rate.

17.02 When an Employee is absent on Workers' Compensation Allowance, a charge against the Employee's accumulated sick leave with pay shall be made and the Employee's salary will be paid as usual during such absence until the Employee's accumulated sick leave with pay is exhausted.

The Workers' Compensation Allowance for such absence will be paid to the Employer.

When the Employee's accumulated sick leave with pay is exhausted the Workers' Compensation Allowance will be paid directly to the Employee.

17.03 An Employee is entitled to be released for a personal matter for up to one (1) day a year without loss of pay. A reason is not required for the "personal day". Application for this day will be made through the Employee's immediate Supervisor. It shall be understood that such absences may require replacement personnel.

- 17.04 An Employee is entitled to leave without loss of pay and without deduction from the sick leave with pay account for up to one-half (1/2) day due to illness of father, mother, child, or spouse until suitable nursing help may be obtained, to a limit of two (2) half days per year. This may be used as one (1) day.
- 17.05 An Employee is entitled to leave without loss of pay for one (1) day in order to be with the spouse either at the time of birth or to help in the home upon the arrival at home of a newborn or adopted child.
- 17.06 Any Employee is entitled to leave without loss of pay when required to act as a juror or court witness, provided that the payment the Employee receives from the court, exclusive of expenses, is turned over to the Employer.
- 17.07 An Employee is entitled to leave without loss of pay for up to two (2) days per school year for the purpose of writing examinations.
- 17.08 Leave without loss of pay for up to one (1) day for attendance at graduation ceremonies when the Employee, Employee's spouse, and/or children are the recipient of a degree.
- 17.09 LEAVE OF ABSENCE OF AN EXTENDED PERIOD**
- a) Permanent Employees with the Employer may be granted, without salary, up to and including one year's leave of absence at the discretion of the Employer. A request for an extension of such a leave will be considered on its merits.
 - b) Request for leave of absence should be received by the Director of Education seven (7) months prior to the date on which the leave is to commence. Under exceptional circumstances the notification period may be waived.
 - c) An Employee on leave of absence must continue Group Life and dental benefits and may continue supplementary health benefits

provided that the Employee pays 100% of the cost of such benefits during the leave of absence.

- d) Employees who are granted a leave of absence for an extended period are guaranteed a position, upon their return from leave subject to the terms of this agreement and procedures established by the Employer. It is the responsibility of the Employee on leave of absence to indicate the intention of returning from leave, seven (7) months prior to returning, or at the beginning of the leave, whichever time is shorter.
- e) When an Employee requests the opportunity to go to another position within the Employer on loan or exchange, the proposal will be dealt with on its merits. Details as to length of absence, position upon return, payment of salary and/or benefits, should be clearly and firmly established before such a leave is granted.

17.10 PARENTAL LEAVE

a) Pregnancy and Parental Leave

“Pregnancy Leave” means leave taken for the purposes related to giving birth and/or recovering therefrom.

“Parental Leave” means leave taken for the purpose of caring for or adopting a child.

Pregnancy and Parental Leave shall be granted as provided by The Ontario Employment Standards Act and the regulations established thereunder.

The Employer shall grant to a pregnant Employee, on the day the leave is requested, a pregnancy leave of at least seventeen (17) weeks or such shorter leave as the Employee requested and as provided by the Employment Standards Act.

A Parental Leave shall be granted by the Employer to an Employee, on the day the leave is requested, for at least eighteen (18)

weeks or such shorter leave as the Employee requested and as provided by the Employment Standards Act.

An Employee on Pregnancy and/or Parental Leave shall continue to receive Employee benefits, to accumulate credit for sick leave, seniority and experience while on the statutory portion of the leave.

An Employee returning from Pregnancy and/or Parental Leave shall be reinstated to the position held prior to the leave as provided by the Employment Standards Act.

The following procedures supplement the provisions of the "Act".

In the school year 1994-95, an extension of a leave shall be granted to the natural mother or an adoptive parent which would allow a re-entry date of September 1, 1994, January 1, 1995, September 1, 1995, January 1, 1996, September 1, 1996 for the first year of this Agreement or re-entry date of January 1, 1997, September 1, 1997 for the second year of the Agreement. (The next school day after these dates). The request for the extension of leave should be submitted when application is made for Pregnancy and/or Parental Leave (at least two weeks before date the leave is to begin).

If such an arrangement is deemed to be in the best interest of the students and the Employee, an Employee's request shall be granted whereby the pregnancy or parental leave shall be shortened or lengthened.

Such a request shall be granted if the terms are mutually agreeable to the Employee and the Employer.

b) Supplemental Unemployment Benefit Plan

During a period of pregnancy/short-term parental leave, the Employer will pay for the first two weeks, payments equivalent to 75% of the salary and allowances that would have been received if the Employee had not been on leave.

- 17.11 a) **Leave without loss of pay for up to five (5) days, depending upon the circumstances, may be given for a bereavement in the immediate family which shall include:**

Father	Stepmother
Mother	Daughter
Sister	Stepson
Brother	Stepdaughter
Spouse	Wife
Fiancé(e)	Son
Stepfather	

- b) Leave without loss of pay for up to three days (3) days, depending upon the circumstances, may be given for the bereavement in the immediate family which shall include:

Grandfather	Sister-in-law
Guardian	Grandmother
Stepsister	Daughter-in-law
Stepbrother	Son-in-law
Father-in-law	Brother-in-law
Mother-in-law	Grandchild

- c) Additional leave without loss of pay for up to two (2) days, may be granted under (a) **and** (b) for travel time, only if such is required.
- d) Leave without loss of pay for up to one-half (1/2) day, may be granted when an Employee is requested to act as a pallbearer.

17.12 ASSOCIATION BUSINESS LEAVE

An Employee who is granted leave by the Employer to attend to Association business shall be granted the necessary leave without loss of pay.

17.13 DEFERRED SALARY LEAVE PLAN

- a) Description

The Deferred Salary Leave Plan has been developed to afford the Employee the opportunity of taking a leave of absence for one(1) school year and to finance the leave

through deferral of salary. Normally, the deferral of salary is effected over a five (5) year period by the Employee accepting a percentage reduction of the proper grid salary and any applicable allowance in each of four (4) years.

The remaining percentage of salary and allowances is retained by the Employer and accumulated at interest, and payment is deferred until the 5th year which is the year of leave. An Employee may select a 2 year, 3 year, 4 year, or 6 year leave plan, instead of 5 year, with the percentage adjustments calculated accordingly.

b) Eligibility

Any permanent Employee with the Employer who has completed at least five (5) years' continuous service prior to making application is eligible to participate in the Plan subject to the approval of the Superintendent of Employee Relations or designate.

c) Application and Approval

- 1) An Employee must make written application to the Superintendent of Employee Relations on or before January 31st, in any calendar year, requesting permission to participate in the **Plan**, and indicating choice of a 2, 3, 4, 5, or 6 year Plan and year of leave desired.
- 2) Written acceptance, or denial with explanation, of the Employee's request, will be forwarded to the Employee by May 1st in the school year the original request is made.
- 3) Approval of individual requests to participate in the Plan shall rest solely with the Employer or designate.

d) Salary Deferral

- 1) In each year of membership in the Plan preceding the year of leave, an Employee will be paid a reduced percentage of both the regular grid salary and any applicable allowances.

The remaining percentage will be retained by the Employer and deposited at interest in an individual trust account for the Employee, and will be paid to the Employee in the year of leave.

- 2) The calculation of interest under the terms of this plan shall be done in accordance with the practice of the Financial Institutions with which the Employer deals on a day-to-day basis. The trust account so established shall be at the optimum rate obtainable.
- 3) While an Employee is enrolled in the Plan and not on leave, any benefit tied to salary level shall be structured according to the salary the Employee would have received had the Employee not been enrolled in the plan.

e) Leave

- 1) Leaves granted under this Plan shall be for a year:
- 2) The leave of absence will be taken in the second year of a 2-Year Plan, the third year of a 3-Year Plan, the fourth year of a 4-Year Plan, the fifth year of a 5-Year Plan, or the sixth year of a 6-Year Plan.
- 3) Should an Employee wish to take the leave in any year prior to the final year of the Plan selected, the Employee must make application to the Superintendent of Employee Relations for such change before January 31 of the year of the proposed leave.

Upon approval by the Employer of this request, the Employee shall be paid during the leave any deferred salary plus accumulated interest from the trust account in the Employee's name.

- 4) In the event that a suitable replacement cannot be obtained for an Employee who has been granted a leave, the Employer may defer the year of leave by giving the Employee written notice at least four (4) months before the date of commencement of the leave.
- 5) In such a case the Employee may choose to withdraw from the Plan and receive the money in the trust account or to continue in the Plan allowing the monies in the trust account to accumulate interest until the leave of absence is granted.

f) **Salary and Benefits - Year of Leave**

- 1) In the year of the leave the Employer shall pay to the Employee the total of the deferred salary plus all accrued interest in installments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or in one or two lump sums if requested by the Employee.
- 2) The Employer shall deduct the amounts required for Income Tax, Unemployment Insurance, Canada Pension, Superannuation/O.M.E.R.S. and any benefits in the Collective Agreement.

The amount deducted for pension will be controlled by rulings as received from O.M.E.R.S. and Revenue Canada.

The amount calculated will be held at interest in the trust account to be paid to the Employee on return from leave.

The Employee will remit the appropriate amount to O.M.E.R.S. in accordance with the regulations.

- 3) Group Life Insurance, Accidental Death and Dismemberment, Supplemental Health Plan, and Dental Plan benefits will be kept in force by the Employer during the Employee's leave of absence; however, the total premium costs during the leave will be paid by the Employee.
 - 4) Sick leave credits will not accumulate during the year of the leave.
 - 5) While on leave, any benefits tied to salary level shall be structured according to the salary the Employee would have received in the year prior to the year of leave had the Employee not been enrolled in the Plan.
- g) Return from Leave
- 1) On return from leave, the Employee is guaranteed the position held prior to the commencement of the leave subject to the provisions of the Agreement with respect to layoff and recall.
 - 2) On return to duty, the Employee will be placed on the salary grid at the same position as the Employee would have been, at the commencement of the leave.
 - 3) An Employee will continue to accumulate and hold seniority upon returning to work as it was at the commencement of leave.
- h) Employee Initiated Withdrawal from the Plan
- An Employee may withdraw from the Plan at any time prior to taking the leave of absence by notifying the Superintendent of Employee Relations in writing before May 1st prior to commencement of the leave.

- i) **Return From Leave**
Upon withdrawal, all the salary deferred plus accumulated interest in the trust account, less \$200 of said account, shall be paid to the Employee. Payment shall be made as soon as possible after receiving notification of withdrawal. At the discretion of the Director of Education or designate, the \$200. service levy may be waived for compassionate reasons.
- j) **Employer Initiated Withdrawal from the Plan**
 - 1) An Employee declared redundant will be required to withdraw from the Plan.
 - 2) Should an Employee die while participating in the Plan, any monies accumulated in the trust fund plus accrued interest will be paid to the estate of the deceased Employee, or pre-designated beneficiary. The Employee may name a beneficiary of any monies accrued through this Plan in his/her trust account if she/he chooses, if the Employee should die during the time of this Plan.
- k) **Memorandum of Agreement**
An Employee wishing to participate in the Plan shall be required to sign an agreement prepared by the Employer before final approval for participation will be granted.

17.14 LEAVE TO OBSERVE RELIGIOUS HOLY DAYS

- a) Only religious holy days which fall on a school day where the Employee is forbidden to work by the Employee's religion will be considered.
- b) Employees applying for such religious holy days will give one month's notice to the Director through the Principal, of the pending religious holy day(s).

**ARTICLE XVIII - PROFESSIONAL
DEVELOPMENT DAYS**

18.01 Part-time Employees are entitled to be paid for at least three (3) professional activity days per school year. This includes the county-wide Professional Development Day.

Payment will be based on the number of hours spent attending the activity, but limited to a maximum of six (6) hours per day.

ARTICLE XIX • BENEFIT PLANS

The Waterloo County Board of Education Benefit Plans are described in Articles 19.01, 19.02, 19.03, 19.04, 19.05, and 19.06

19.01 EXTENDED HEALTH CARE PLAN

Employees will have the option to participate in a plan that provides the maximum allowable of "Eligible Expenses" not covered by O.H.I.P. This benefit will have an annual \$25.00 deductible clause for all eligible expenses except semi-private hospital coverage which shall be fully paid.

The cost of the premium to be paid in the following manner: 90% by the Employer (*pro-rated where applicable), and 10% by the Employee.

*See Human and Educational Resources Division Handbook

19.02 BASIC GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

- a) Employees may select either \$2,000 or \$25,000.
- b) The cost of the premium to be paid in the following manner:
90% by the Employer (*pro-rated where applicable), and 10% by the Employee.
- c) Every new Employee is required to participate in this Plan.

*See Human and Educational Resources Division Handbook

19.03 OPTIONAL GROUP LIFE INSURANCE

In addition to the basic group life insurance, Employees insured for \$25,000 basic life insurance may have an optional amount of insurance;

\$10,000	\$20,000	\$30,000	\$40,000
50,000	60,000	70,000	80,000
90,000	100,000	110,000	120,000
130,000	140,000	150,000	160,000
170,000	180,000	190,000	200,000
210,000			

The premium cost of such optional coverage to be paid by the Employee.

19.04 DENTAL PLAN

The cost of the premium of this basic dental plan is to be paid in the following manner;

90% by the Employer (*pro-rated where applicable), and 10% by the Employee.

- 19.05 Any improvements in group insurance benefits granted by the Employer to other Employee Groups shall automatically be reflected in this Agreement.

Note: The cost of the premiums of all benefits will be pro-rated as per the current practice of the Employer re all Support Staff.

19.06 O.M.E.R.S. TYPE 1 PENSION

Eligible Employees may be covered by an O.M.E.R.S., Type 1 Pension.

ARTICLE XX - PAY EQUITY

20.01 The Employer agrees to monitor and implement any improvements in pay and benefits as a regular part of the Employers compensation activity to maintain Pay Equity during the term of this contract, as per Section 7(1), of the Pay Equity Act.

ARTICLE XXI - RETIREMENT GRATUITY

21.01 Upon retirement on an O.M.E.R.S. Pension, Superannuation or at normal retirement age as defined by Board Policy, an Employee of ten or more years of consecutive service with The Waterloo County Board of Education or its predecessors, immediately preceding retirement to an O.M.E.R.S. pension, shall be eligible for a Retirement Gratuity calculated on the following basis:

- a) Accumulation of sick leave days will be permitted for Retirement Gratuity purposes only (prorated where applicable).
Sick leave days for sick leave purposes only will accumulate in a separate account and will not exceed a maximum accumulation of two hundred and twenty (220) days.
- b) The daily rate shall be $1/260$ of the starting salary for Level A position.
- c) The calculation shall be $RSLD \text{ (Retirement Sick Leave Days)}/2 \times (1/260 \text{ of the starting salary Level A})$ to a maximum of one half of maximum salary of Level D or one half the Employee's salary in the last year of employment, whichever is less.

- d) Employees with twenty or more years of service with the Employer and/or its predecessors will, under no circumstances, receive less than ten percent of their annual salary.
- e) Payment of the Sick Leave Credit Retirement Gratuity may be made by a method mutually agreeable to both the employer and to the Employee and consistent with legislative requirements.
- f) In the event of the death of an Employee, after ten or more years of consecutive service, the amount of Sick Leave Credit Retirement Gratuity that would have been paid to the Employee if the Employee had retired on the date of death shall be paid to the Employee's estate.
- g) The Retirement Gratuity will be paid one time only.

ARTICLE XXII - JUST CAUSE

22.01 No permanent Employee shall be demoted, disciplined or have their employment terminated without just and sufficient cause. This shall be communicated in writing.

ARTICLE XXIII - GRIEVANCE/ARBITRATION PROCEDURE

23.01 a) Definition

A grievance shall be defined as any question, dispute or difference of opinion involving interpretation, application, administration or alleged violation of this Collective Agreement including the question of whether a matter is arbitrable.

b) Recognition

The Parties recognize that each Party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance/arbitration procedure.

23.02 INFORMAL STAGE

- a) The Employee or group of Employees will attempt to resolve a grievance by informal discussion with an appropriate supervisor prior to initiating the formal grievance.
- b) Any grievance not recognized by the Association will not be supported by the Association, for the grievance/arbitration procedure.

23.03 FORMAL STAGE

step 1

- a) An Employee, or group of Employees, or the Association at the written request of an Employee, or group of Employees, desiring to submit a grievance, shall commit the grievance to writing, setting out the facts of the grievance together with the requested redress and signed by the grievor(s). The grievor(s) shall send the notice simultaneously to the Superintendent and the Association within twenty-five (25) working days from the time the grievor became aware of the circumstances giving rise to the grievance.
- b) The Superintendent of Human and Employee Relations or designate and the appropriate Supervisor, shall meet with the grievor(s) and the representative(s) within ten (10) working days from the receipt of the grievance and shall forward the written decision to the grievor(s) and to the representative(s) and the Association within five (5) working days of such meeting.

23.04 STEP 2

Failing settlement at Step 1, the Association shall submit a grievance in writing to the Director of Education within ten (10) working days of receiving the decision at Step 1. The Director of Education or designate shall meet with the grievor(s) and the representative(s) within ten (10) working days from receipt of the grievance and shall forward a written decision to the

grievor(s) and the representative(s), and the Association within five (5) working days of such meeting,

23.05 STEP 3

Failing settlement at Step 2, the Association shall submit the grievance in writing to the Chairperson of the Employer or other designate within ten (10) working days of receiving the decision at Step 2. The representatives of the Employer shall meet with the grievor(s) and representative(s) within ten (10) working days from the receipt of the grievance and shall forward a written decision to the grievor(s) within five (5) working days of such meeting.

23.06 STEP 4

- a) Failing settlement at Step 3, the grievor(s) may, within thirty (30) working days of receiving the written decision at Step 3, submit the grievance to arbitration. When either Party requests that any matter be submitted to arbitration, it shall at the same time nominate a sole arbitrator. Upon receipt of a written request to submit a dispute to arbitration and the nomination of a sole arbitrator, the other party shall agree to the proposed nominee or reject the proposed nominee. If the proposed nominee is rejected, an alternative arbitrator will be proposed to the party requesting arbitration. The Parties will endeavour to select a mutually acceptable arbitrator within the (10) working days of receipt of the request for arbitration. Should the parties be unable to agree to an arbitrator, they will request the appointment of an arbitrator by the Ministry of Labour for the Province of Ontario.
- b) The Arbitrator shall hear and determine the difference of allegation and shall issue a decision and the decision is final and binding upon the Parties.

- c) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to adjudicate any matter not specifically assigned to the Arbitrator by the written grievance.
 - d) Each of the Parties to the arbitration shall jointly bear the expenses of the Arbitrator.
- 23.07 Should a difference arise between the Parties, it may be submitted under the grievance procedure by either Party, in writing starting with Step 3.
- 23.08 No Employee who is required in attendance at any stage of the **Grievance/Arbitration** Procedure shall be detrimentally affected thereby.
- 23.09 a) All time limits fixed herein for the grievance procedure may be extended only upon written consent of the parties.
- b) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- c) Receipt of notification shall be deemed to be the date of receipt of a registered letter or date of personal delivery to the Party concerned.

ARTICLE XXIV - EFFECTIVE PERIOD

- 24.01 This Agreement is in effect for the period from the first day of January 1994 until the last day of December 1994 and shall apply to all Employees covered by this Agreement who were in the employ of the Employer for any part of the Agreement year.
- 24.02 If neither Party wishes to amend this Agreement, the Agreement shall be renewed from year to year until the year in which the notice of intent to negotiate is given.
- 24.03 The Parties will meet within thirty (30) working days after giving of notice by either Party for the purpose of entering into negotiation.

24.04 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 will continue in full force and effect until 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 first occur.

ARTICLE XXV - STATISTICS

25.01 Employer data and information concerning salaries, paid benefits, staffing and workload of the Teacher Assistants of The Waterloo County Board of Education shall be made available to the Association President upon request, if such material has been or will be produced for the Employer's use.

**MEMORANDUMS OF UNDERSTANDING
JOB CLASSIFICATIONS**

The following sets out the job classifications for the Employees covered by this Agreement:

	LEVEL & STATUS	SETTING	TITLE
A	Part-Time Employee	Regular Classrooms	Regular Class Teacher Class Teacher Assistant
B	Part-Time Employee	Special Education Class (Home School) Vision	Special Education
		Special Education Class (Area with Composite Program Focus)	Teacher Assistant
C	Part-Time Employee	Special Education Class (Regional or Area with a Specific Program Focus) Includes the following: Developmentally Challenged (Elementary) Communication (Elementary) Behaviour Hearing Impaired Language Life Skills Orthopaedic	Specialized Special Education Teacher Assistant

	LEVEL & STATUS	SETTING	TITLE
D	Part-Time Employee	Developmentally Challenged; Communication (Secondary)	Specialized Special Education Teacher Assistant
	Full Time Employee	Multiple Settings	Multiple Titles

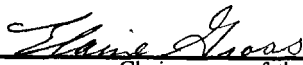
NOTE

1. A position re-evaluated following September 15, 1992, may be placed at a lower level. The position will be posted at the lower level and the successful applicant paid at the level established through the re-evaluation process. An incumbent in the position will have their salary maintained until such time as they may be transferred to a position for which they are qualified. Staff will be consulted with prior to such a transfer.
2. A "Term ,Employee", who has completed two consecutive years as a Teacher Assistant at the time of posting, may apply to a posted position.

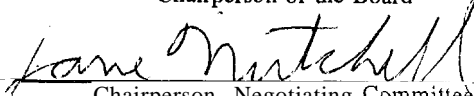
SIGNATURES

**DATED AT KITCHENER, ONTARIO THIS 9th DAY
OF MARCH 1994.**

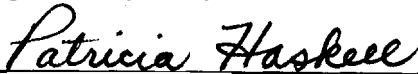
Signed and agreed on behalf of The Waterloo County
Board of Education:



Chairperson of the Board



Chairperson, Negotiating Committee



Director of Education and
Secretary to the Board

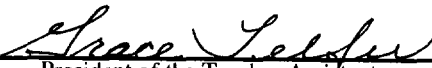
Signed and agreed on behalf of the Teacher Assistants
Association of The Waterloo County Board of
Education:



Chairperson - Negotiating Committee T.A.A.



Chief Negotiator - Negotiating Committee T.A.A.



President of the Teacher Assistants
Association of the W.C.B.E.

COMMITTEE MEMBERS

Donna DUBRICK

Dobriła BAMBERGER

Sharon HOWITT

Sandra MUIR