

AGREEMENT

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD

AND

EDUCATIONAL ASSISTANTS ASSOCIATION

September 1, 2008 to August 31, 2012



10021 (10)

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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 Educational Assistants Association of the Waterloo Region District School Board.
 - b) "Employer" means the Waterloo Region District School Board.
 - 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) "Supply Employee" means an Employee who replaces a Permanent Employee or Term Employee.
 - i) "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 Region District School Board 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.
 - c) to decide on the number of employees needed by the Employer at any time and jurisdiction over all operations are solely and exclusively the responsibility of the Employer.
- 4.03 The Waterloo Region District School Board 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 hazards which might be observed.
- 4.04
- a) An Employee who has been summoned to a meeting or who has formally requested a meeting for the purpose of discussing a professional difficulty shall be informed by administration/designate that they are entitled to have an Association representative present.
 - b) When an Employee, who has completed the probationary period, is suspended or discharged, the Employee shall be notified in writing of such suspension or discharge and of the reason for same.
 - c) The Association shall receive copies of all correspondence regarding said suspension or discharge. The Employer will endeavour to provide the above information to the Association within five (5) days of receipt by the Employee.

ARTICLE V – SENIORITY, LAYOFF AND RECALL, AND JOB POSTINGS

A. 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 **appropriate** Human Resources Officer, 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 or Supply Employee 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 Pregnancy and/or Parental Leave and a certified medical leave, does not qualify for seniority.
- 5.08 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.
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- 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.
- 5.09 An Employee who has requested and has been granted an approved leave of absence by the Employer of not more than eighteen (18) months, and is returned to a position as a teacher assistant with the Employer, shall be credited with the seniority held at the time of such an approved leave of absence and shall retain their placement on the Salary Grid.

B. Layoff and Recall

- 5.10 All cases of layoff and recall after layoff shall be, within a classification, established on the basis of the Employee's seniority. 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 judgement of the Employer as to the requirements, the efficiency of operation and the competence of the individual to do the job, shall prevail.
- 5.11 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.
- 5.12 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.
- 5.13 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.

C. Job Postings

- 5.14 a) The Employer will post all vacant Permanent positions internally for three (3) working days.
- b) Postings will normally commence during the month of April and end no later than the first week of September.
- c) i) Permanent positions which become available shall be posted for Permanent Employees only through the first posting;

- ii) Permanent positions not filled during the first posting will be available to Term Employees as well as Permanent Employees through a second posting;
- iii) Permanent positions not filled during the second posting, will be available to external applicants, Term Employees, and Permanent Employees through a third posting.
- d) Permanent positions becoming available after the last posting as defined in 5.14 (b) above will be filled by Term Employees commencing after September 15th and will be posted as a Permanent Position in accordance with 5.14 (b) and (c).
- e) It is understood that in the event a permanent position is posted in September and waiting to be filled, no replacement will be hired.

5.15 In all cases of filling vacant positions, the following factors shall be considered:

Skill, competency, efficiency, reliability, training, experience, seniority and past work record with the Employer.

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.

No discrimination, harassment, 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.

7.04 The Employer agrees to provide new Employees with **an electronic** a copy of this Agreement.

- 7.05 The Employer shall designate bulletin board space for the use of the Association at an appropriate location and of a reasonable size at each worksite upon which the Association only, shall have the right to post notices relating to matters of interest to the Association and its Employees.
- 7.06 The Employer shall, on a monthly basis upon the hiring of a new Association Employee, inform the Association of the name, address, phone number, Employee Identification number, location of the Employee, and commencement of employment.

ARTICLE VIII - STAFF/MANAGEMENT COMMITTEE

- 8.01 It is agreed that a joint committee will be established with the representatives of the Association and representatives of 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 Resources, 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.
- 9.03 Should it be determined by the Board that Permanent Employee positions be declared redundant in whole or in part, or a reduction in the total number of Term employee hours be determined, the Board shall notify the Association and meet with the Association to discuss staffing implications.

ARTICLE X - PAID HOLIDAYS

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

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

When any of the above holidays marked * falls 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 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 (18) months, 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 a) Effective September 1, 2008:
 - i) Ten month Part-time Permanent and Term Employees shall be paid at the following rates:

	HOURLY GRID				
	Step	A	B	D	E
	0	14.85	16.60	20.85	23.39
	1	15.77	17.61	22.25	24.80
	2	16.69	18.62	23.65	26.21
	3	17.61	19.63	25.05	27.62
	4	18.53	20.64	26.45	29.03

Effective September 1, 2009:

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

	HOURLY GRID				
	Step	A	B	D	E
	0	15.30	17.10	21.48	24.09
	1	16.25	18.14	22.92	25.54
	2	17.20	19.18	24.36	26.99
	3	18.15	20.22	25.80	28.44
	4	19.10	21.26	27.24	29.89

Effective September 1, 2010:

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

	HOURLY GRID				
	Step	A	B	D	E
	0	15.76	17.61	22.12	24.81
	1	16.74	18.68	23.60	26.30
	2	17.72	19.75	25.08	27.79
	3	18.70	20.82	26.56	29.28
	4	19.68	21.89	28.04	30.77

Effective September 1, 2011:

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

	HOURLY GRID				
	Step	A	B	D	E
	0	16.23	18.14	22.78	25.55
	1	17.24	19.24	24.30	27.08
	2	18.25	20.34	25.82	28.61
	3	19.26	21.44	27.34	30.14
	4	20.27	22.54	28.86	31.67

b) Effective September 1, 2008:

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

Special Support Worker	
Step	Amount
0	33,216
1	35,225
2	37,234
3	39,243
4	41,252

ii)

Child/Youth Worker	
Step	Amount
0	33,216
1	35,225
2	37,234
3	39,243
4	41,252

Effective September 1, 2009:

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

Special Support Worker	
Step	Amount
0	34,212
1	36,281
2	38,350
3	40,419
4	42,488

ii)

Child/Youth Worker	
Step	Amount
0	34,212
1	36,281
2	38,350
3	40,419
4	42,488

Effective September 1, 2010:

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

Special Support Worker	
Step	Amount
0	35,238
1	37,369
2	39,500
3	41,631
4	43,762

ii)

Child/Youth Worker	
Step	Amount
0	35,238
1	37,369
2	39,500
3	41,631
4	43,762

Effective September 1, 2011:

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

Special Support Worker	
Step	Amount
0	36,295
1	38,490
2	40,685
3	42,880
4	45,075

ii)	Child/Youth Worker	
	Step	Amount
	0	36,295
	1	38,490
	2	40,685
	3	42,880
	4	45,075

c) Effective September 1, 2008:

i) Supply Employees shall be paid the following rate: \$14.24.

Effective September 1, 2009:

ii) Supply Employees shall be paid the following rate: \$14.67.

Effective September 1, 2010:

iii) Supply Employees shall be paid the following rate: \$15.11.

Effective September 1, 2011:

iv) Supply Employees shall be paid the following rate: \$15.56.

12.02 Overtime

Employees paid under Article 12.01 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 Association members shall be paid according to Board Policy.

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

13.01 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 September 1, 2003, employees shall receive their vacation pay entitlement with their pay. (See Article XVI, 16.01)

- a) i) For **Salaried** Employees, payment shall be made on the following dates:

<u>2008 – 2009</u>			
September	12	February	13
September	26	February	27
October	10	March	13
October	24	March	27
November	7	April	9
November	21	April	24
December	5	May	8
December	19	May	22
January	2	June	5
January	16	June	19
January	30	July	3*

* Payment reflects 0.5 of an instalment.

- ii) For **Salaried** Employees, payment shall be made on the following dates:

2009 – 2010

September	11*	February	12
September	25	February	26
October	9	March	12
October	23	March	26
November	6	April	9
November	20	April	23
December	4	May	7
December	18	May	21
January	1	June	4
January	15	June	18
January	29	July	2

* Payment reflects 0.5 of an instalment.

- iii) For **Salaried** Employees, payment shall be made on the following dates:

2010 – 2011

September	10*	February	11
September	24	February	25
October	8	February	29
October	22	March	11
November	5	March	25
November	19	April	8
December	3	April	21
December	17	May	6
December	31	May	20
January	14	June	3
January	28	June	17
		June	30

* Payment reflects 0.5 of an instalment.

- iv) For **Salaried** Employees, payment shall be made on the following dates:

2011 – 2012

September	9*	February	10
September	23	February	24
October	7	March	9
October	21	March	23
November	4	April	5
November	18	April	20
December	2	May	4
December	16	May	18
December	30	June	1
January	13	June	15
January	27	June	29
		July	13

* Payment reflects 0.5 of an instalment.

- b) i) For **Hourly** Employees, payment shall be made on the following dates:

2008 – 2009

September	26	February	27
October	10	March	13
October	24	March	27
November	7	April	9
November	21	April	24
December	5	May	8
December	19	May	22
January	2	June	5
January	16	June	19
January	30	July	3
February	13	July	17

- ii) For **Hourly** Employees, payment shall be made on the following dates:

2009 – 2010

September	11	February	12
September	25	February	26
October	9	March	12
October	23	March	26
November	6	April	9
November	20	April	23
December	4	May	7
December	18	May	21
January	1	June	4
January	15	June	18
January	29	July	2

- iii) For **Hourly** Employees, payment shall be made on the following dates:

2010 – 2011

September	<u>10</u>	February	<u>25</u>
September	<u>24</u>	February	<u>29</u>
October	<u>8</u>	March	<u>11</u>
October	<u>22</u>	March	<u>25</u>
November	<u>5</u>	April	<u>8</u>
November	<u>19</u>	April	<u>21</u>
December	<u>3</u>	May	<u>6</u>
December	<u>17</u>	May	<u>20</u>
December	<u>31</u>	June	<u>3</u>
January	<u>14</u>	June	<u>17</u>
January	<u>28</u>	June	<u>30</u>
February	<u>11</u>		

- iv) For **Hourly** Employees, payment shall be made on the following dates:

2011 – 2012

September	9	February	10
September	23	February	24
October	7	March	9
October	21	March	23
November	4	April	5
November	18	April	20
December	2	May	4
December	16	May	18
December	30	June	1
January	13	June	15
January	27	June	29

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 their earnings paid in accordance with their pay schedule, 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 nineteen (19) years of service shall receive 10.4% of yearly earnings.
- n) Employees with twenty-one (21) 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 has submitted a claim to the Workplace Safety & Insurance Board, the Employer will advance the Employee a net payment* during the absence and the Employee's accumulated sick leave account will be charged one day for each day absent until the Employee's accumulated sick leave has expired or until the Workplace Safety & Insurance Board renders a decision, whichever comes first.

When the Employee's accumulated sick leave with pay is exhausted the Workplace Safety and Insurance Allowance will be paid directly to the Employee.

*net payment is an approximation of the Employee's usual average net pay.

- 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 account for up to one (1) day due to illness of father, mother, child, or spouse until suitable nursing help may be obtained. An Employee may access up to two (2) additional days with deduction from their accumulated sick leave account.
- 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 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 **Human Resources Manager (responsible for the employee group)**, three (3) months, excluding July and August, 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 **may** continue Group Life and may continue **Dental benefits and Extended Health Care** 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 three (3) months, excluding July and August, 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.
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17.07 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 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 thirty-five (35) weeks or such shorter leave as the Employee requested if they also took a pregnancy leave, or for thirty-seven (37) weeks or such shorter leave as the Employee requested if they did not take a pregnancy leave, 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 any school year, an Extended Parental Leave shall be granted to the natural mother or an adoptive parent which would allow a re-entry date of:

- September 1 (or the next school day after this date) in any one of the next three (3) years;

OR

- the commencement of 2nd semester or term in any one of the next two (2) years;

OR

- a mutually agreed date;

The request for an Extended Parental Leave should be submitted when application is made for pregnancy and parental leave or no later than four (4) weeks prior to the end of the statutory leave. Any request for an extension of Extended Parental Leave should be submitted no later than five (5) months prior to the scheduled date of return

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) (i) 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.
- (ii) **For the Employee's normal work schedule time that falls within the immediate six (6) week period after birth the Board will pay the equivalent of 100% of the salary and allowances that would have been received if the Employee had not been on leave, less payments received from E.I.C. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave based on current Regulations. In the event there is a change to the Regulations, the parties shall meet to discuss and resolve the matter.**
- (iii) **Should an Employee not qualify for maternity benefits under EI, then the Employee may choose to access sick leave for the lesser of their accumulated sick leave credits or the period described in (ii).**

17.08 Other Leaves

1. Bereavement

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

Father	Stepmother
Mother	Son
Sister	Daughter
Brother	Stepson
Spouse or equivalent	Stepdaughter
Fiancé(e)	Ward
Stepfather	

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

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

- c) Additional leave without loss of pay for up to two (2) working days, may be granted under (a) and (b) for travel time, only if such is required.
- d) Leave without loss of pay for bereavement of aunt, uncle, niece, nephew or close personal friend subject to the conditions outlined in Miscellaneous Leaves 17.08.2 (a) below.

2. Miscellaneous Leaves

An Employee shall be entitled to leaves with pay for up to three (3) working days per year for the following purposes and subject to the restrictions indicated:

- a) Bereavement leave for up to one (1) working day for aunt, uncle, niece, nephew or close friend as outlined in (1)(d) above to a maximum of two (2) working days per year.
- b) Writing examinations, but not including preparation time, to a maximum of two (2) working days per year.
- c) Attendance at graduation ceremonies when the Employee, Employee's spouse and/or children are recipients of a degree, to a maximum of one (1) working day per year.
- d) Leave to observe Religious Holy Days required by an Employee in addition to paid leave days provided in 17.10 (c) below.

17.09 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, 6 year or 7 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 Human Resources or designate.

c) Application and Approval

- i) An Employee must make written application to the Superintendent of Human Resources on or before April 1st, in any calendar year, requesting permission to participate in the Plan, and indicating choice of a 2, 3, 4, 5, 6 or 7 year Plan and year of leave desired.
- ii) 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.
- iii) Approval of individual requests to participate in the Plan shall rest solely with the Employer or designate.

d) Salary Deferral

- i) 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, up to a maximum of six (6) years.

No more than 33 1/3% of the Employee's salary may be deferred in any one calendar year.

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

- ii) 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. The Employee shall have access to the monies in the accrued interest account less any appropriate deductions for income tax purposes.
- iii) 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

- i) Leaves granted under this Plan shall be for a year.
- ii) The leave of absence will be taken in the final year of the plan.
- iii) 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 Human Resources 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 less appropriate deductions as outlined by Revenue Canada Regulations in the Employee's name.

- iv) 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.
- v) In such a case the Employee may choose to withdraw from the Plan and receive the money in the trust account less appropriate deductions as outlined by Revenue Canada Regulations 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

- i) In the year of the leave the Employer shall pay to the Employee the total of the deferred salary plus any remaining taxed accrued interest in instalments 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.
- ii) The Employer shall deduct the amounts required for Income Tax, 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.

- iii) 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.
- iv) Sick leave credits will not accumulate during the year of the leave.
- v) 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.
- vi) The Employee shall not be employed in any capacity by the Waterloo Region District School Board during the year of the leave.

g) Return from Leave

- i) 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.

- ii) 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.
 - iii) 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
 - i) An Employee may withdraw from the Plan at any time prior to taking the leave of absence by notifying the Superintendent of Human Resources in writing before May 1st prior to commencement of the leave.
 - ii) Upon withdrawal, all the salary deferred plus accumulated interest in the trust account, less \$200, and appropriate payroll taxes 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.
- i) Employer Initiated Withdrawal from the Plan
 - i) An Employee declared redundant will be required to withdraw from the Plan.
 - ii) Should an Employee die while participating in the Plan, any monies accumulated in the trust fund plus accrued interest less appropriate deductions as outlined by Revenue Canada Regulations 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.
- j) 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.

17.10 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).
- c) Leave to observe religious holy days will be limited to a maximum of three days with pay and without deduction from the accumulated sick leave account. Days in excess of three will be without pay except as otherwise provided in 17.09(2) above.

17.11 Quarantine

Leave with pay and without loss of benefits, experience or seniority shall be granted to the Employee, despite absence from duty in any case where, because of exposure to a communicable disease, the Employee is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Employee's duties.

17.12 Jury or Witness Leave

Employees shall be granted a Leave with pay and without loss of benefits by reason of a summons to serve as a juror or a summons as a witness in any proceedings to which the Employee is not a party or one of the persons charged, provided that the Employee pays to the Employer any fee, exclusive of traveling allowances and living expenses, that the Employee received as a juror or as a witness.

17.13 Inclement Weather

When an Employee is unable to reach the Employee's place of employment from the Employee's residence because of weather conditions, severe enough to make it impossible for the Employee to be present, there will be no loss of pay or benefits.

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

1. The Waterloo Region District School Board Benefit Plans are as described in Items 19.01, 19.02, 19.03 and 19.04.
2. The Benefit Booklet is deemed to be part of this Collective Agreement.

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 \$50.00 deductible clause for all eligible expenses except semi-private hospital coverage which shall be fully paid.

Effective September 1, 2005:

The cost of the premium for the extended health care plan is to be paid in the following manner:

the lesser of
10% as of the June 2005 rate by the Employee (pro-rated for Part-time Employees), or
10% of the rate on September 1 by the Employee (pro-rated for Part-time Employees)
and the balance paid for by the Board.

Effective January 1, 2009:

The cost of the premium to be paid in the following manner:

95% by the Employer; 5% by the Employee.

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:

Effective September 1, 2005:

The cost of the premium for the basic group life insurance and accidental death and dismemberment is to be paid in the following manner:

the lesser of
10% as of the June 2005 rate by the Employee (pro-rated for Part-time Employees), or
10% of the rate on September 1 by the Employee (pro-rated for Part-time Employees)
and the balance paid for by the Board.

Effective January 1, 2009:

The cost of the premium to be paid in the following manner:

95% by the Employer; 5% by the Employee.

- c) Every new Employee is required to participate in this Plan.

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 in increments of \$10,000; from \$10,000 up to and including \$250,000.

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;

Effective September 1, 2005:

The cost of the premium for the basic dental plan is to be paid in the following manner:

the lesser of

10% as of the June 2005 rate by the Employee (pro-rated for Part-time Employees), or

10% of the rate on September 1 by the Employee (pro-rated for Part-time Employees)

and the balance paid for by the Board.

Effective January 1, 2009:

The cost of the premium to be paid in the following manner:

95% by the Employer; 5% by the Employee.

19.05 On the death of an Employee covered by this Agreement, the Employer will continue coverage for the eligible spouse/dependents(s) of the deceased Employee, for a maximum period of two (2) years, on payment of 100% of the premium cost by the deceased Employee's spouse/dependents(s).

19.06 Any improvements in group insurance benefits granted by the Employer to other Employee Groups shall be offered to the Association.

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.

19.07 Eligible Employees may be covered by an O.M.E.R.S., Type 1 Pension **or the Teachers' Pension Plan.**

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, Teachers' Pension Plan, or Canada Pension, an Employee of ten or more years of consecutive service immediately preceding retirement with the Employer or its predecessors**

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.

Effective January 1, 2009:

The daily rate shall be 1/260 of the starting salary for Level B 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.

Effective January 1, 2009:

The calculation shall be $RSLD * \text{(Retirement Sick Leave Days)} / 2 \times (1/260 \text{ of the starting salary Level B})$ 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 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 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.

*** $RSLD = \text{Current Sick Leave Balance} + \text{Reserve Sick Leave Balance} + \text{Balance of Days Earned once the Reserve Sick Leave Balance reaches 220 days (maximum amount of days allowed to be accumulated)}$**

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 to the Employee.

The Association shall receive copies of all correspondence regarding said demotion, discipline or termination and the reasons for the same.

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

An Employee, with the concurrence of the Association, may initiate a complaint within twenty-five (25) days from the day the cause of the grievance became known, or reasonably ought to have been known, with the Principal or immediate supervisor. The parties will attempt to resolve the complaint/concern by informal discussion. The Principal or immediate supervisor shall answer the complaint within five (5) days after the receipt.

23.03 Formal Stage

In the case of a grievance by the Association on behalf of one of its Employees, the following steps are to be taken in sequence provided that the informal stage to resolve the matter with the Principal or immediate supervisor has failed.

Step 1

Within ten (10) days following the reply of the Principal or immediate supervisor under the informal stage, the Association may initiate a written grievance to the Superintendent of Instruction.

The written grievance shall contain:

- i) a statement of the facts to support such a grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement; and
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought (remedy); and
- iv) the signature of the Grievor(s) and representative of the Association.

The Association and the Superintendent of Instruction, or designate, and the appropriate supervisor shall meet with the Association representative within ten (10) days from the receipt of the grievance. The Superintendent of Instruction, or designate, shall answer the grievance in writing within five (5) days following the meeting.

23.04 Step 2

If the reply of the Superintendent of Instruction is not acceptable to the Association, the Association may make a written request within five (5) days to the Superintendent of Human Resources.

The Superintendent of Human Resources, or designate, shall meet with the Association representative within ten (10) days from the receipt of the grievance.

The Superintendent of Human Resources, or designate, shall answer the grievance in writing within five (5) days of such meeting.

23.05 Step 3

If the reply of the Superintendent of Human Resources, or designate, is not acceptable to the Association, the Association may make a written request within five (5) days to the Director of Education.

The Association and the Director of Education, or designate, shall meet with the Association representative within ten (10) days from the receipt of the grievance. The Director of Education, or designate, shall answer the grievance in writing within five (5) days after the receipt of the grievance, or, within five (5) days following the meeting if such a meeting occurred.

If the reply of the Director of Education or designate is unacceptable to the Association, the Association may then apply for arbitration but such application must be made within twenty (20) working days of the receipt of the reply.

23.06 Arbitration

- a) The party desiring arbitration shall notify the other party, in writing, of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Ministry of Labour upon the request of either party.
- b) The Arbitration Board 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 Arbitration Board 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 Arbitration Board 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 – WORKING CONDITIONS

24.01 Medical Procedures

The Employer shall not require any Employee to administer medication or perform any medical procedure on any student or any physical procedure on any student that may subject the Employee to personal injury or liability. The Employer shall not direct any Employee to examine or diagnose pupils for communicable diseases.

24.02 Leave of Absence for Temporary Limitations Due to a Communicable Disease

When the principal knows of a Communicable Disease in the school, he or she shall notify the school staff. Employees who may have been exposed to a Communicable Disease, for whom exposure is a concern, will be released with pay for the remainder of the school day to allow the Employee an opportunity to consult with the Employee's physician. If a pregnant Employee or partner of a pregnant woman is advised by her or his physician not to attend the workplace where there is a known case of a Communicable Disease, the Employee has the option to remain at **home with loss of sick leave** or to be relocated to an alternative workplace where a Communicable Disease has not been reported. The reassignment will continue until twenty (20) days have passed since the last reported case, or such lesser time as the Employee requests.

If an Employee wishes to be relocated **to an alternative workplace for the period of the exposure**, the Employee must make the request in writing, including a doctor's note, to Human Resources. In the interest of time, the request may be made verbally, with written follow-up.

24.03 Compassionate Care Leave

The Employer shall grant an unpaid compassionate care leave of eight (8) weeks or shorter leave as Employee requests, to enable the Employee to care for a seriously ill family member. The Employee and the Employer will continue to make contributions to existing insured benefit plans. Seniority, Employee

experience, sick leave credits and any other relevant Agreement entitlements shall continue to accumulate during such leave.

For those Employees who qualify for Employment Insurance (EI) Compassionate Care Benefits, the Board will provide a Supplemental Employment Benefit Plan:

- a) For the two (2) week waiting period during which time the Employee will receive payments equivalent to 75% of the salary and allowances that would have been received had the Employee not been on leave. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave.
- b) For up to six (6) additional weeks, during the normal work schedule, the Employee will receive payments equivalent to the difference between the Employment Insurance benefits the Employee is eligible to receive and 75% of the salary and allowances that would have been received had the Employee not been on leave. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave.

ARTICLE XXV – OCCUPATIONAL HEALTH AND SAFETY

- 25.01 The parties agree to adhere to the rights and responsibilities as outlined in the “multi-workplace Joint Health and Safety Committee” Order of February 28, 2000.

When a dispute arises, the parties agree to follow the provisions in the Occupational Health and Safety Act in order to resolve the matter.

- 25.02 Employer's Obligations

The Parties agree that it is the Employer's obligation to provide a safe and healthy workplace environment as provided for in the Occupational Health and Safety Act.

- 25.03 Work Refusal

The Employer will follow the provision regarding Work Refusal as provided for in the Occupational Health and Safety Act.

25.04 Violence in the Workplace

Any incident of violence shall be reported on an Accident/Investigation Report Form and forwarded to the attention of the Joint Occupational Health and Safety Committee.

ARTICLE XXVI – ASSOCIATION LEAVE OF ABSENCE

- 26.01 Effective September 1, 2000, upon written request, the Board shall grant a leave of absence to an Employee who has been selected or appointed to a full-time Association position. The leave shall be without loss of salary, seniority or benefits provided the Association reimburses the Board for the supply cost of the leave for the Employee.
- 26.02 Effective September 1, 2000, leave of absence with pay and no loss of seniority or benefits shall be granted upon written request to Employees, who have been selected or appointed to represent the Association to a total of one hundred and twenty (120) days per school year, provided the Association reimburses the Board for the supply cost of the leave days.

ARTICLE XXVII - EFFECTIVE PERIOD

- 27.01 This Agreement is in effect for the period from the first day of September **2008** until the last day of August **2012** and shall apply to all Employees covered by this Agreement who were in the employ of the Employer for any part of the Agreement period.
- 27.02 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.
- 27.03 The Parties will meet within thirty (30) working days after giving of notice by either Party for the purpose of entering into negotiation **or within such further period as the parties agree upon.**
- 27.04 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 XXVIII - STATISTICS

- 28.01 Employer data and information concerning salaries, paid benefits, staffing and workload of the Employees shall be made available to the Association President upon request, if such material has been or will be produced for the Employer's use.

ARTICLE XXIX – SUPPLY EMPLOYEE

29.01 Supply Employee shall not by virtue of such employment become permanent or probationary Employees. The following provisions of the Collective Agreement shall be the only provisions that apply to Supply Employees:

**Article I – General Purpose
Article II – Definitions
Article III – Recognition
Article IV – Reservation of Management Functions
Article VI – No Strikes or Lockouts
Article VII – Relationship
Article VIII – Staff/Management Committee
Article XII – Wages and Allowances (12.01 c)
Article XXIII – Grievance/Arbitration Procedure
Article XXIV – Working Conditions (24.01)
Article XXV – Occupational Health and Safety
Article XXVII – Effective Period
Article XXVIII – Statistics**

29.02 Procedure for the Compensation of Supply Employees in a long-term assignment:

- (i) For the first twenty (20) consecutive days, in the same assignment and replacing the same Employee, the Supply Employee will be paid at the applicable supply rate.**
- (ii) Commencing on the twenty-first (21) day where the Supply Employee identified in (i) above remains in the same assignment and replacing the same Employee, the rate of pay shall change from the supply rate to Step 0 for the applicable Classification and Status and Description and Setting.**
- (iii) Should the Employee whose absence generated the supply position return to work, the two-week notice period shall not be applicable. If the position is being filled administratively due to resignation/retirement, the two week notice period shall be applicable provided Human Resources have received at least two weeks written notice from the Employee.**
- (iv) In the event that the Employee identified in (iii) goes off work again within two (2) weeks of their return and the same Supply Employee as identified in (i) and (ii) above is brought back to fill the absence, the Supply Employee shall not start at the applicable supply rate. The Supply Employee shall be paid at the rate of Step 0 for the applicable Classification and Status and Description and Setting.**
- (v) The Supply Employee is not eligible for participation in the Employer's benefit plan.**

LETTERS OF UNDERSTANDING

Letter of Understanding – Hiring Procedure

The parties agree to establish a joint committee to review the hiring procedure for educational assistants.

The joint committee shall be composed of three (3) representatives from the Association and three (3) representatives from the Employer.

The joint committee shall be formed and have met at least once by November 30, 2005 and report its findings and/or recommendations to the Superintendent of Human Resources, or designate, and to the Association executive on or before May 31, 2006.

Letter of Understanding – Accident Reporting Process

The parties agree to establish a joint committee to establish a mechanism for the reporting of injuries, accidents or related claims pertaining to an Employee of the Association.

The joint committee shall be composed of three (3) representatives from the Association and three (3) representatives from the Employer.

The joint committee shall be formed and have met at least once by September 30, 2005 and report its findings and/or recommendations to the Superintendent of Human Resources, or designate, and to the Association executive on or before May 31, 2006.

Letter of Understanding - Economic Reopeners

The Ontario government has agreed to provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years as follows:

- If the province's tax revenues in the 2005-06 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-06 school year is higher than 2.5%, then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%

If, as outlined above, the Provincial government provides to the Board additional funding specifically for support staff salaries for either or both of the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out in Article 12.01 of the Collective Agreement), then the salaries for that year or those years shall be increased to the extent permitted by the amount of such funding.

**Letter of Understanding
Method of Payment**

It is understood that for the remainder of the 2008-09 school year Human Resources and Learning Services – Special Education will monitor term assignments, focusing on but not limited to, changes in end date or changes in assigned hours to determine what impact, if any, those changes would have on an Employee if they were paid current versus a two week lag.

The Parties shall meet to discuss the findings from above no later than May 15, 2009. In the event that there is a recommendation to change the method of payment for Term Employees effective September 1, 2009, such change is to be conveyed no later than May 29, 2009 to the respective Parties.

**Letter of Understanding
Medical Documentation**

- 1. The Employer shall ensure that all individual medical records and information provided by a qualified health care practitioner with the permission of the Employee are stored in a secure location and in a completely confidential manner. Access to such individual records and information shall be confidential and strictly limited to the individual Employee, the Human Resources Manager with responsibility for disability management and the Human Resources Officer - Attendance/Disability Management. An Employee will be provided with copies of any and all information contained in their medical file within five (5) working days of a written request being delivered to the Human Resources Manager or the Human Resources Officer responsible for disability management. In the event of an Independent Medical Examination (IME) report, information will be provided to the Employee or their qualified health care practitioner.**
- 2. An Employee who is absent for six (6) consecutive days will provide a note from a qualified health care practitioner.**
 - a) If the Employee is medically fit to return to work, the note will indicate the Employee is fit to return to work and be given to the Human Resources Officer – Attendance/Disability Management.**
 - b) If the Employee is unable to return to their previous work (Full-time or Part-time), or if accommodations to work are required, the note will be given to**

- the Human Resources Officer- Attendance/Disability Management and will include:
- i. Confirmation of an active treatment plan
 - ii. Indication if a referral to another medical practitioner has been made
 - iii. Delineation of limitations
 - iv. Indication of the date of reassessment
- c) In the event the information provided in 2b) is insufficient, following consultation with the Association and an explanation to the Employee of what is insufficient, the Employer may request additional documentation to supplement the original note.
- d) In the event that the Employer has a concern about a pattern of absences, the Employer may request a meeting with the Employee and the Association to discuss the concern. Following the meeting the Employer may request supporting medical documentation.
3. When a return to work plan is required, the plan will be developed cooperatively between the Employer and the Association with input from the Employee based on medical documentation.
4. Accommodations required by an Employee while performing at their full or reduced F.T.E. workload will be developed cooperatively between the Employer and the Association with input from the Employee based on medical documentation.
5. Should the Board request from an Employee, an independent medical opinion, the choice of medical practitioner shall be mutually agreeable to the Employer, the Employee and the Association.

Letter of Understanding Layoff and Recall

The Parties agree to establish a joint committee to discuss Layoff and Recall language as provided for under Article V as it relates to Seniority language. The Committee shall be composed of up to three (3) representatives from the EAA and up to three (3) representatives from the Employer. The Committee shall report joint recommendations along with corresponding language changes to the existing Article in the Collective Agreement, if any, to the Superintendent of Human Resources, or designate and to the EAA Executive. This will be dealt with through the Staff/Management Committee, to be completed by March 30, 2009, or a date mutually agreed to by both parties.

**Letter of Understanding
Electronic Communication**

The parties agree to establish a joint committee to discuss the feasibility of granting electronic member information to the Association President in order that the President may generate at any time reports related to their members. The parties agree to review the data required in Article 7.06, 9.02 and 5.08 (a), (b), and other relevant data required by the Association. The committee shall be composed of up to three (3) representatives from EAA and up to three (3) representatives from the Employer. The committee shall report joint recommendations along with corresponding language changes if any to the Superintendent of Human Resources Services, or designate and to the EAA Executive within 120 days following ratification of the Collective Agreement by both parties. The Committee will commence its deliberations no later than sixty (60) days following the date of ratification.

**Letter of Understanding
Term Hours**

The Parties agree to establish a joint committee to discuss the process used in assigning Term Hours. Topics to be reviewed by the Committee may include but are not limited to : i) Process to obtain Term Hours, ii) Process to deploy Term Hours, and iii) Implications with respect to the Collective Agreement. The Committee shall be composed of up to four (4) representatives from EAA and up to four (4) representatives from the Employer. The Committee shall report joint recommendations along with corresponding language changes to the existing Article in the Collective Agreement, if any, to the Superintendent of Human Resources Services, or designate. Recommendations shall be made no later then February 27, 2009, unless mutually agreed to by both parties to extend that date.

**Letter of Understanding
Article XI**

The Parties agree to establish a joint committee to review Article XI. The Committee shall be composed of up to three (3) representatives from EAA and up to three (3) representatives from the Employer. The Committee shall report joint recommendations along with corresponding language changes to the existing Article in the Collective Agreement, if any, to the Superintendent of Human Resources Services, or designate. Recommendations shall be made no later then January 30, 2009, unless mutually agreed to by both parties to extend that date.

**Letter of Understanding
Retirement Gratuity Calculation**

For further clarification, the following is provided to reflect how the retirement gratuity is calculated for Employees who are retiring and meet the eligibility to receive a retirement gratuity as outlined in Article XXI.

RSLD = Retirement Sick Leave Days = Current + Reserve SL Days + Days earned beyond max of Reserve

For the purpose of this example we will use a 30 hour (FTE = 30/35 or 0.857) Level B, Employees who has 21 years of experience (applying the Sept. 1, 2008 salary grid) and the following absence account balance:

Current = 18, Reserve SL Days = 220, Days earned beyond max = 109.5

Starting Salary Level B	=	40.6 weeks x 35 hours per week x hourly rate
(Level B hourly rate = \$16.60)		
	=	\$23,588.60

∴ RSLD = 18 + 220 + 109.5 = 347.50 x Employee's FTE at time of retirement

Retirement gratuity calc options:

1. (RSLD/2x FTE) x (1/260 of Starting Salary Level B x 1.0 FTE)
= (347.50/2 x 0.857) x (1/260 x 23,588.60)
= 148.90 x 90.73
= \$13,509.70

OR

2. Half of Max Sal Level D
= 0.5 x (40.6 x 35 x 26.45)
= 0.5 x 37,585.45
= \$18,792.73

OR

3. ½ of Employee Salary @ time of retirement
= 0.5 x 23,588.60 x 0.857
= \$10,107.72

Retirement gratuity payment will reflect the amount in 1, or 2, or 3, whichever is the lowest. In this example, #3 is the lowest at \$10,107.72

**Letter of Understanding
Staffing Funding Enhancement for 2011-12
Educational Assistants**

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2011-12 the benchmark salary for Education Assistants in the Elementary Pupil Foundation Grant in the GSN by 16.67% and the Special Education Per Pupil Amount (SEPPA) in the GSN as follows:

**JK to Grade 3 benchmark: \$86.55;
Grade 4 to Grade 8 benchmark: \$66.62; and
Secondary benchmark: \$41.09;**

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

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

Fully offset the incremental cost of increasing the number of paid working days on the approved school year calendar for Educational Assistants from 188 to 194;

Increase the number of hours worked by Educational Assistants up to seven (7) hours per day, subject to the remaining funds available to the Employer under this enhancement.

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

Principals shall have the flexibility to assign these hours in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.

**Letter of Understanding
RE: Group Benefits and Other Working Conditions**

In accordance with the terms of the Provincial Discussion Table (PDT) Agreement for the 2008 – 2012 collective agreement:

The Parties agree that the Board's share of the \$50 million 2008-2009 benefits funding announced in the August 2007 enhancements and allocated through increased benchmarks in the GSN on March 26, 2008 shall be used to assist Boards with the existing cost of benefits.

The Parties have noted the government's intention, conditional upon the approval by the Lieutenant Governor-in-Council, to allocate an additional annual enhancement of \$33 million (0.26% increase in benchmarks) effective in 2010-11 to enhance group benefits and other working conditions for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010.

Boards must spend no less than their allocated amount under this \$33 million enhancement.

EAA's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining unit, shall be excluded.

The Board shall share the financial analysis and calculations of this allocation with EAA.

All group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised under this \$33 million enhancement shall remain status quo for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, then in September 2009 the ODA rate would be set at 2007 rates.

Upon written request, the Board shall provide EAA with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process.

The Parties agree to establish a Joint Benefits and Other Working Conditions Committee comprised of up to three (3) representatives from EAA and up to three (3) representatives from the Board, plus appropriate resources. The Committee will commence its deliberations no later than ninety (90) days following the date of ratification.

The Committee shall be responsible for reviewing and determining the group benefits and other working condition enhancements to be applied to EAA for implementation by September 1, 2010. It is understood that the total amount used for group benefits and other working conditions enhancements shall not exceed EAA's proportionate share of the fund provided by the Ministry of Education. Further, it is agreed that a portion of the funds will be used to offset the cost of the implementation of the change in Board share and Employee share effective January 1, 2009 as it relates to Article 19.01, 19.02, and 19.04 and to offset the cost of the change in daily rate used for calculating the Retirement Gratuity from Level A to Level B effective January 1, 2009, Article XXI.

**Letter of Understanding
Professional Development Allocation**

The Employer agrees to transfer directly to the Educational Assistants Association no later than December 31, 2008, the Association's proportional share of the \$17 million one-time 2008-09 Ministry of Education funding enhancement for professional development and training for educational support workers.

The Association's share of this enhancement shall be the ratio between the Association's FTE to the total FTE of the Employer's unionized and non-unionized education support workers, as reported in the Employer's 2006-07 Financial Statements.

The Employer agrees to share the data and calculations required in determining the Association's proportional share.

The Association agrees to indemnify and hold harmless the Employer from any liability for accounting or income tax purposes.

**MEMORANDUMS OF
UNDERSTANDING
CLASSIFICATION AND JOB**

Effective September 1, 2008:

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

	CLASSIFICATION & STATUS	DESCRIPTION AND SETTING	TITLE
A	Part-Time Employee	Kindergarten Classrooms	Educational Assistant
B	Part-Time Employee	Home School Support Orthopedic – Home School Support	Educational Assistant
D	Part-Time Employee	Brailist Developmental Education – Intervenor Fast Forward Vision Special Education Classes: Communication & Behaviour Developmentally Challenged Area Composite Behaviour ECO Hearing Impaired Language Learning Disabilities Life Skills Orthopedic	Educational Assistant
E	Part Time Employee	Multiple Settings	Child/Youth Workers Special Support Workers
E	Full Time Employee	Multiple Settings	Child/Youth Workers Special Support Workers

NOTE

1. It is understood that nothing precludes the Employer from assigning an Employee to a Regular Classroom.

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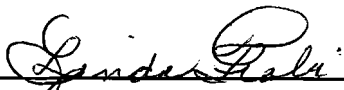
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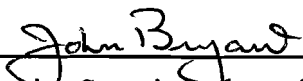
SIGNATURES

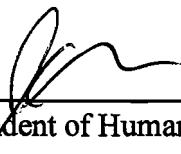
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 20th day of January, 2010.

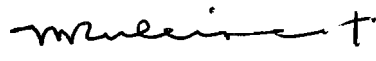
FOR THE WATERLOO REGION DISTRICT
SCHOOL BOARD:

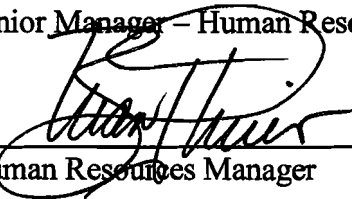

Chairperson of the Board


Director of Education and Secretary to the
Board

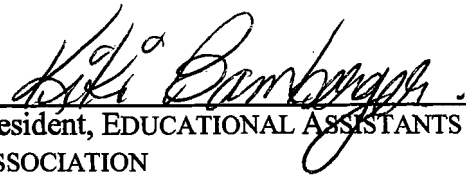

Executive Superintendent of Human Resources
and Organizational Development


Superintendent of Human Resources



Senior Manager - Human Resources


Human Resources Manager

FOR THE EDUCATIONAL ASSISTANTS
ASSOCIATION:


President, EDUCATIONAL ASSISTANTS
ASSOCIATION


Chief Negotiator, EDUCATIONAL ASSISTANTS
ASSOCIATION


Member, Collective Bargaining Committee


Member, Collective Bargaining Committee