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No. OF EMPLOYEES	380
NOMBRE D'EMPLOYÉS	380

COLLECTIVE AGREEMENT

BETWEEN

THE HALTON BOARD OF EDUCATION

AND

THE HALTON INSTRUCTIONAL ASSISTANTS ASSOCIATION

Effective December 11, 1995
(Unless otherwise indicated
herein)

11/12/95

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ARTICLE 1 - PURPOSE

1.01

The purpose of this Agreement is to establish **an** orderly collective bargaining relationship between the **Board** and the Association.

1.02

Both parties will co-operate in maintaining **a** harmonious relationship between the Board and the Association, to make provisions herein for satisfactory wages, hours of work and working conditions **and** to provide an orderly method of settling grievances under **this** Agreement which may arise **from** time to time.

ARTICLE 2 - RECOGNITION

2.01

The Board recognizes the Association as the sole bargaining agent of all Instructional Assistants employed by The Halton Board of Education.

The Board and the Association agree that Instructional Assistants are those persons employed for any grade from Jr. Kindergarten through O.A.C. year, and who provide instructional support and promote a learning climate within a school setting as directed by the teacher and monitor students' activities as required.

Assignments for Members will be in accordance with this Clause.

2.02

At all negotiating meetings for the creation and/or renewal of this Agreement the Association may be represented by a negotiating committee composed of up to six (6) Association members.

The parties shall be entitled to outside council or advisor to represent them at the bargaining table if they so choose.

2.03

No employee in the bargaining unit shall be required or permitted to make any written or verbal agreement which conflicts with the terms of this Collective Agreement, unless some alternate agreement is reached between the Board, the Association President and the Member.

2.04

The Association shall inform the Board, in writing, of the names of its elected or appointed Executive and/or committee members prior to September 1st of each year.

2.05

An Employee Relations Committee shall be established with no more than four (4) representatives of the Association and the Board to discuss matters of concern. The Committee will meet on a regular agreed schedule or at the request of either party.

ARTICLE 2 - RECOGNITION (Continued)

2.06 - No Discrimination. No Harassment

The Board and the Association agree that:

- i. no employee shall in any manner be discriminated against or coerced, restrained or influenced **on** account of membership or non-membership in any labour organization.
- ii. there shall be **no** discrimination or harassment practiced, by either party, by reason of an employee's membership or activity in the Association.
- iii. there shall be no discrimination practiced, by either party, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, ~~marital status~~, family status or handicap, as defined in Section 10(1) of the Ontario Human Rights Code (OHRC).

2.07

It is agreed that the Association and employees will not engage in Association activities, business or hold meetings during working hours, however the clause shall not be meant to prevent employees from engaging in casual conversations relating to Association affairs.

Notwithstanding the above paragraph, the parties agree that the President of the Bargaining Unit may in an emergency situation be required to conduct Bargaining Unit business during working hours without obtaining prior permission ~~from~~ the President's appropriate supervisor, as long as adequate coverage is provided, at **no** expense to the Board. ~~In~~ this event the supervisor will be informed of where the President of the Bargaining Unit can be contacted.

2.08

When the Director or designate requires the attendance of an Association Member at a meeting, held during regular working hours, there will be **no** loss of regular pay or benefits. The Board will pay for supply costs.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01

The Association recognizes and accepts that the management of the Board and direction of the workplace remains exclusively with the Board and the Association acknowledges that it is the exclusive function of the Board to:

- a) maintain order, discipline and efficiency;
- b) hire, retire at normal retirement age, assign, direct, promote, demote, classify, transfer, layoff, recall, suspend, discharge or otherwise discipline non-probationary employees for just cause;
- c) determine the nature and services conducted by the Board, the methods and techniques of work, quality and quantity standards, the schedules of work, the number of personnel to be employed, make studies of, and
- d) institute changes to, jobs and job assignments, discontinue, reorganize, limit, combine or substitute any services, or part thereof, and determine all other functions and prerogative here before invested in and exercised by the Board which shall remain solely with the Board;
- e) make, enforce, and alter, from time to time, rules and regulations to be observed by employees;

ARTICLE 4 - DISCIPLINARY PENALTIES

4.01

Without restricting the Board's right to discipline or discharge employees, who have completed their probationary period, for just cause, the normal penalty for the following infractions will be discharge;

- a) misappropriation of funds or any other fraudulent actions;
- b) theft;
- c) destruction or sabotage of Board property;
- d) unauthorized disclosure of confidential information regarding the affairs of the Board or any of its students;
- e) being under the influence of alcohol or unprescribed drugs while on the job or on Board premises;
- f) falsification of application for employment or documents related thereto;
- g) improper treatment, or abuse, of a student.

4.02

It is the exclusive right of the Board to discipline or discharge a probationary employee for any reason satisfactory to the Board provided such discipline or discharge is done in good faith and in a non-arbitrary fashion.

4.03

No employee shall be, without just cause, demoted, disciplined, suspended with or without pay, or discharged.

4.04

A member subject to disciplinary action for whatever cause, shall be informed in writing within three (3) working days of the disciplinary action, stating the reasons for such action. At the time any formal discipline is imposed, an employee is entitled to be represented by an Association Representative and the Employer shall notify the Employee of their right in advance.

ARTICLE 4 - DISCIPLINARY PENALTIES (Continued)

4.05

A written letter of discipline placed in the employee's file may be removed at the end of any school year, following a review at the employee's request, or through the Association President to the Principal, Superintendent of Staff Services, or designate.

4.06

A claim by an employee who has acquired seniority rights that the employee has been discharged will be treated as a grievance if a written statement of the grievance is lodged at Step 2 of the grievance procedure within ten (10) working days after the employee ceases to work for the Board.

ARTICLE 5 - ASSOCIATION DUES

5.01

The Board agrees, as required by Section 47 of the Ontario Labour Relations Act, to deduct from the wages of each employee in the bargaining unit a specified uniform amount equivalent to the regular monthly dues according to the Association's by-laws.

5.02

Such deductions shall be made from the first pay of each month for each employee. If the employee is not active on the first pay of each month, it is not the Board's responsibility to collect past union dues. All dues so deducted shall be remitted **to** the Treasurer of the Association not later ~~than~~ the end of the month the dues were deducted. A list of names of employees, ~~for~~ whom dues have been deducted shall be provided to the Association.

5.03

The Association agrees to indemnify and save the Board, including its agents and employees, harmless ~~from~~ any liability arising out of the operation of this Article.

5.04

The Board must receive written notification of changes in the amount of regular monthly union dues. Such changes shall be implemented in the second school month following notification.

5.05

The Board shall supply the President of the Association with the names, addresses, telephone numbers and location of assignment of all bargaining unit employees by November 30th **and** February 1st of each school year.

5.06

Employees are free to join **or** not to join the Association notwithstanding their obligation to pay **an** amount equal to the regular monthly dues

ARTICLE 6 - ASSOCIATION REPRESENTATION

6.01

In order to provide an orderly procedure for the settling of grievances, the Board acknowledges the right of the Members of the Association to appoint or otherwise select representatives to be known as the Grievance Committee. This committee shall consist of up to six (6) seniority members.

6.02

The name of each of the committee members shall be supplied in writing to the Board and the Board shall not be required to recognize such committee members until so notified in writing by the Secretary of the Association.

6.03

It is understood that committee members shall have their regular work to perform on behalf of the Board. If it is necessary for a committee member to service a grievance during working hours, the employee may not leave work without first obtaining the permission of the immediate supervisor. Such permission will not be unreasonably withheld. At the time of resuming their work assignment, duties, they will advise their supervisor of their return.

6.04

All meetings between the Board and Grievance Committee Members or Association Officers shall be scheduled outside working hours, whenever possible. In the event such a meeting is called by the Superintendent of Staff Services or designate within the working day, the Committee Member(s) shall be permitted to attend the designated grievance meeting without loss of pay.

ARTICLE 7 - NO STRIKES AND LOCKOUTS

7.01

The Association agrees that during the life of this Collective Agreement there will be no strikes, picketing, slowdown, or stoppage of work, either complete or partial, and the Board agrees that there will be no lockout. The Association agrees that if any such action takes place it shall repudiate it forthwith and request the employees to cease such action.

ARTICLE 8 - INTERPRETATION AND DEFINITIONS

8.01 - Association

Association means The Halton Instructional Assistants Association.

8.02 - Board

Board means The Halton Board of Education.

8.03 - D.D.W.

D.D.W.
Developm

8.04 - E.A

E.A. Means Educational Assistants.

8.05 - E.C.E.

8.06 - E.C.E.D.H.

E.C.E.D.H. - Means Early Childhood Education for ...e Developmentally Handicapped.

8.07 - Employee

Employee means any or all of the employees in the bargaining unit as provided in Clause 2.01.

8.08 - Full-Time

A full time employee means an Employee (Permanent or Term Specific) required to work twenty-one (21) hours or more per week - Monday to Friday as an Instructional Assistant.

8.09 - Member

Member means member of the Bargaining Unit represented by the Halton Instructional Assistants Association.

ARTICLE 8 - INTERPRETATION AND DEFINITIONS (Continued)

8.10 - Part-Time

A part-time employee means an employee (Permanent or Part-time) required to work less than 21 hours per week as an Instructional Assistant.

8.11 - Probationary Employee

Probationary employee means an Instructional Assistant who has not completed the probationary period.

8.12 - Probationary Period

An Instructional Assistant shall be considered a probationary employee during the first ninety (90) working days of continuous employment since their last date of hire. During this period employees shall have no seniority rights. Term Specific Contract Instructional Assistants re-hired for a consecutive term of employment shall not be subject to the probationary period.

8.13 - Seniority

Seniority employee means an Instructional Assistant who has completed the probationary period.

8.14 - Term of Employment

Nothing in this Article shall be construed as a guarantee or entitlement to hours per week, hours per day, scheduled or otherwise.

Permanent Instructional Assistants

The term of employment of a Permanent Instructional Assistant is normally the school year and is continuous from year to year.

Term Specific Contract Instructional Assistants

The term of employment of a Term Specific Contract Instructional Assistant is up to a school year, terminating on or before June 30th, but in any case, the term cannot exceed (12) months, terminating on August 31st. Employment is not continuous from year to year. The Board in its sole discretion, may hire Term Specific Contract Instructional Assistants, with first consideration given to Instructional Assistants on the Surplus List.

ARTICLE 8 - INTERPRETATION AND DEFINITIONS (Continued)

8.1 - Term of Employment (Continued)

Ca: al/Supply Instructional Assistants

Ca: al/Supply Instructional Assistants are those persons employed on a temporary day to day or intermittent basis. They are paid an hourly rate for hours worked. No seniority is accrued, and no benefit coverage will be provided.

Sup ly Instructional Assistants employed by the Halton Board of Education for twenty (20) consecutive, full time working days, will be eligible to be placed on the Term Specific Surplus List and be eligible to become Members of the Halton Instructional Assistants Association.

ARTICLE 9 - SENIORITY

9.01

An employee will serve a probationary period of ninety (90) days actually worked before becoming eligible for seniority rights. Seniority of an employee shall be defined as length of uninterrupted service since the last date of hire with the Board. A separate seniority list shall be kept for Term Specific Contract Instructional Assistants, and Permanent Instructional Assistants.

9.02

Seniority of **an** employee shall be lost and termination will result for any of the following reasons:

- a) **an** employee voluntarily resigns;
- b) an employee is discharged and such discharge is not reversed through the grievance or arbitration procedure;
- c) **an** employee is absent three (3) days without notification acceptable to the Board;
- d) if an employee utilizes a leave of absence for purposes other than those for which it was granted;
- e) the employee, without explanation, fails to return to work immediately after the **Board** has been notified by a doctor or Workers' Compensation Board that the employee is able to return to the employee's job.
- f) **an** employee has been laid off for a period in excess of the employee's length of seniority **up** to a maximum of twelve (12) months.

9.03

The Board shall establish seniority lists and shall provide them to the President of the Association by **January 31st** of each year.

9.04

A seniority list shall include employee's name, date of hire, and work location.

9.05

Permanency of an employee shall be lost following the second (2nd) refusal of **an** appropriate position.

ARTICLE 10 - GRIEVANCE PROCEDURE

It is the mutual desire of the parties to adjust disagreements and complaints relating to the application, administration or alleged violation of this Collective Agreement as quickly as possible.

10.01 - Complaint Stage

- a) It is understood that an employee has no grievance until the staff associate and the employee have had an opportunity to discuss and resolve the complaint.
- b) If the matter is unresolved after the discussion in (a), the employee may advise the employee's immediate supervisor of the complaint. The supervisor shall give a verbal reply within seven (7) working days following the receipt of the complaint, to the employee.

Failing settlement of the complaint, the matter may be taken up as a grievance and an effort shall be made to settle the dispute in the following manner:

Step 1

Within ten (10) working days of the supervisor's reply to the complaint, the Association may submit the grievance, in writing, to the Superintendent of Staff Services or designate. The Superintendent of Staff Services or designate shall have ten (10) working days from the receipt of the grievance in which to reply in writing.

Step 2

Failing satisfactory resolution at Step 1, the Association may submit the grievance to Step 2 within ten (10) working days of receipt of the Step 1 Reply.

Where the parties mutually agree in writing, through their authorized representatives, a meeting shall be held between the grievor, the Association Grievance Committee representative(s) the Superintendent of Staff Services and such other persons as considered appropriate, within ten (10) working days of the referral to Step 2.

The Superintendent of Staff Services shall reply in writing to the Association Grievance Committee Representative and the employee within ten (10) working days of the referral to Step 2 or of the date of the meeting, whichever is later.

ARTICLE 10 • GRIEVANCE PROCEDURE (Continued)

Step 3

Failing satisfactory resolution at Step 2, the Association may submit the grievance to Step 3 by referring the matter to the Director, within ten (10) working days of the receipt of the Step 2 reply.

The Director shall convene a meeting at a mutually convenient time, including the grievor, the Association Grievance Committee Representative(s), the Director or designate and such other persons as considered appropriate in order to try to settle the grievance.

The Director or designate shall reply in writing to the Association Grievance Committee Representative and the employee within ten (10) working days of the meeting.

Note: At any step of the grievance procedure, if the respondent fails to respond within the designated time limits, the Association may submit the grievance to the next step. If a grievance is not submitted to the next step within the designated time limits, the grievance shall be deemed to be abandoned and shall be considered settled on the basis of the Board's last reply. The parties may however agree, in writing to extend the time limits for any part of the grievance and arbitration procedure and shall be considered settled on the basis of the Board's last reply.

10.03

If the Board or the Association has a Policy Grievance, such grievance may be filed at Step 2 of the grievance procedure. A Policy Grievance is defined and limited to one which alleges an actual violation of a specific provision of the Agreement. It is expressly understood that the provisions of this paragraph may not be used by the Association to institute a complaint or grievance directly affecting an employee, where such employee could themselves institute the complaint or grievance. A Policy Grievance must be initiated within twenty (20) working days of the actual occurrence of the incident or, within twenty (20) working days of the time when the Association President ought reasonably to have become aware of the situation.

10.04 - Agreement binding

All decisions arrived at by agreement between the Board and the Association shall be final and binding upon the Board, the Association and the Employee(s).

ARTICLE 10 - GRIEVANCE PROCEDURE (Continued)

10

At any step of the grievance procedure, including the complaint stage, the employee or the Association may have the assistance of a representative of the Association.

10.06

For the purposes of Articles 11 and 12, "working days" means days which are normally working days for employees in the bargaining unit.

ARTICLE 11 - ARBITRATION

11.01

Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of **this** Collective Agreement, including a question **as** to whether a matter is arbitrable, either party may, ~~within~~ fifteen (15) working days of the receipt of the Step 3 reply, notify the other party in writing of its desire to submit the difference to Arbitration, provided the grievance procedure has been exhausted.

11.02

The notice shall contain the name of the first party's nominee to the Arbitration Board. The receiving party shall advise the first party of its nominee to the Board of Arbitration within ten (10) working days ~~of~~ the date of the first notice herein.

11.03

The two nominees shall, within thirty (30) working days of the nomination of the second of them, name a third person to act **as** Chairperson of the Board ~~of~~ Arbitration. If the two nominees fail to agree upon a Chairperson, appointment to that position may be made by the Minister of Labour, Province of Ontario.

11.04

The decision of the majority shall be the decision of the Board, but, if there is no majority, the decision of the Chairperson of the Arbitration Board, will be final and binding upon the parties **and** the employees concerned.

11.05

The powers of the Arbitration Board shall be the powers **set** out in the Ontario Labour Relations Act, **as** amended from time to time.

11.06

No person may be appointed **as an** Arbitrator or nominee who has been involved in **an** attempt to settle the grievance.

11.07

Each of the parties shall bear the fees and expenses of its nominee **to the** Arbitration Board and shall jointly share the fees **and** expenses of the Chairperson.

ARTICLE 11 - ARBITRATION (Continued)

11.01

If the parties agree to a sole Arbitrator instead of a Board of Arbitration, then all references herein to the Board of Arbitration shall be read as Sole Arbitrator, and 11.02 and 11.03 above are replaced with:

The notice should contain the suggestion to proceed to a Sole Arbitrator, and provide two (2) names of Arbitrators acceptable to the initiating party. The second party shall respond within ten (10) working days in writing. If no Arbitrator has been agreed to within thirty (30) working days of the original notice, then either party may request an appointment from the Minister of Labour, Province of Ontario.

11.02

The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of the Agreement, nor to alter, modify or amend, add to or delete from any part of this Agreement.

ARTICLE 12 - POSTING

12.01

The Board shall post vacancies a minimum of once per school year, at the earliest opportunity, but no later than June 15, to be filled by permanent Instructional Assistants. The postings shall occur at least five (5) working days before the applications are due, and shall be posted in each location of the Board with employees covered by this Agreement.

12.02

A Permanent Contract Instructional Assistant position vacated during a school year, for which the board requires an Instructional Assistant to perform duties shall be filled with a Term Specific Contract Instructional Assistant until the end of the school year, if qualified and available.

12.03

Job assignment locations from one school year to the next will be dependent on the needs of the system.

ARTICLE 13 - LAYOFF AND RECALL

13.01 (Permanent Instructional Assistants)

B.
The Board shall provide notice of lay-off equivalent to twenty (20) working days or any such additional notice if required under the Employment Standards Act and the amendments thereto. This provision will not apply with respect to the following:

- Pr**
1. Probationary employees;
 2. Lay-off resulting from matters beyond the Board's control, including but not limited to fire, lightning, flood, tempest, power failure, machine breakdown and work stoppage.

13.02

Permanent employees who have been laid off during the school year, will have their benefits paid for by the Board for one (1) month following the lay-off, and then will have access to the Board's Basic Benefit Plan for a 6 month period immediately following, provided the employee pays 100% of the premium costs.

Permanent employees who have been laid off at the end of the school year, will have their benefits paid for by the Board until August 31. As of September 1, these employees will have access to the Board's Basic Benefit Plan for a six (6) month period immediately following the lay off, provided the employee pays 100% of the premium costs.

13.03

Where it is necessary to reduce the work force during the school year, the Board will first lay off Term-Specific Instructional Assistants in the reverse order of seniority within the school panel affected, and before any layoff of Permanent Contract Employees. If it becomes necessary to lay off Permanent Contract Employees, such layoff will be in the reverse order of seniority in the school panel affected, providing it does not prevent the Board from maintaining a working force of employees who are qualified, able and willing to do the work which is available.

The Superintendent of Staff Services will provide the President of the Association with prior notice of any change in work schedule.

It is agreed and understood that reductions in the number of scheduled days in a work week, or hours in a work day, does not constitute a lay off.

ARTICLE 13 - LAYOFF AND RECALL (Continued)

13.04

Permanent Instructional Assistants who are laid off will be retained on the seniority list and have recall rights for a **period** of one (1) year from the effective date of the layoff.

13.05

Permanent employees have the right to refuse two **(2)** recall positions. After two **(2)** recall positions have been refused, the Permanent Employee will be placed on the Term Specific Instructional Assistants **surplus** list, permanently relinquishing Permanent Contract employment **status**.

13.06 (Term Specific Instructional Assistants)

The Board shall provide notice of lay-off in accordance with the minimum time required under **the Employment Standards Act** and the amendments thereto, but not less than two **(2)** weeks. This provision will not apply with respect to the following:

1. Probationary employees.
2. Lay-off resulting from matters beyond the Board's control including but not limited to fire, lightning, flood, tempest, power failure, machine breakdown and work stoppage.

13.07

Recall from layoff shall be by registered letter sent by the Board to the last recorded address of the employee. The employee shall notify the Board of the intention to return to work within ten **(10)** days of the date that the letter was registered and shall return to work within **fifteen (15)** days of the date that the letter was registered. It is understood that this process will not prevent **the** Board from meeting its operating requirements by filling the **job** temporarily with a Bargaining Unit employee or another employee who is recalled **from** layoff,

13.08

Subject to the Board being able to manage the operations and meet the needs of the system, new employees shall not be hired when there are either Permanent Contract employees on layoff or Term Specific Instructional Assistants on the surplus list who are qualified, ready, willing, and able to fill the position.

13.0 Severance Pay (Permanent Instructional Assistants)

Seniority employees shall be eligible for severance pay if no position for which they are qualified can be made available to them.

Seniority employees will receive severance pay equal to two (2) weeks based on the last rate of pay and last working schedule for every full year of service.

Seniority employees understand that, upon receipt of severance pay outlined above, their employment with the Halton Board of Education has been terminated and that the Halton Board of Education has no further obligations.

13.1

Recall lists will be maintained for employees affected by the layoff and such employees shall be recalled in reverse order of layoff. This is, the last employee to be laid off will be the first employee to be recalled, provided they are qualified and willing to perform the job required.

13.2

It will be the responsibility of the employee to provide written notification of any changes in their address to the Board.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 - Jury Duty and Subpoena

An employee is entitled to salary, notwithstanding absence from duty by reason of a summons to serve as a juror or a subpoena 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 Board any fee, exclusive of travelling allowances, and living expenses, that is received as a juror or as a witness.

14.02 - Quarantine

Any employee who, because of exposure to communicable disease, is quarantined or otherwise prevented by the Medical Health authorities from being present at their duties shall be entitled to their salary notwithstanding.

14.03 - Personal Leave

Subject to a minimum notice of three (3) working days being given to the supervisor, an employee may be granted, with the approval of the Superintendent of Staff Services, for reasonable personal reasons, a leave of absence for up to a maximum of two (2) working days in any one (1) work year. Such absence shall be without pay. Permission shall not be unreasonably withheld.

14.04 - Bereavement Leave

A maximum of four (4) days leaves of absence without loss of pay, or sick day deduction shall be granted to an employee in the case of the death of an immediate member of the family, or an immediate relative by marriage. An "immediate member of the family" is defined as: father, mother, sister, brother, daughter, son, grandparent, grandchild, spouse, stepfather, step-mother, step-sister, stepbrother, and step-child. An "immediate relative by marriage" is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. In all other cases a limit of one (1) day shall be allowed for the purpose of attending a funeral, subject to the approval of the supervisor. In the event there are unusual circumstances, a request for one (1) additional day, to be deducted from the employee's sick leave credit, will be considered by the Superintendent of Staff Services. The term "spouse" is given the extended meaning it has in the Family Law Reform Act.

14.05 Workers' Compensation

Each seniority employee who is injured in the course of duty shall have the Workers' Compensation salary awards supplemented from sick leave account to provide for payment of full salary. In the event that an employee does not wish to use sick leave credits to supplement the Workers' Compensation award, the employee must give

ARTICLE 14 - LEAVES OF ABSENCE (Continued)

14. 5 Workers' Compensation (Continued)

immediate notice in writing to the Staff Services Department. After the expiration of any **Workers' Compensation award, the employee may use the current year's sick leave or accumulated credits up to the limit previously established. It should be understood that there shall be no pyramiding or compounding of Board benefits with any other internal or external benefit. An** employee on sick leave shall not be able to **earn an amount of income greater than that which the employee earned while actively at work.**

14.06

Subject to a minimum notice of three (3) work days being given the employee's supervisor, an employee may be granted with the approval of the Superintendent of Staff Services a leave of absence for one (1) work day through deduction of sick leave credit in any one school year. This absence may be approved because of extension of bereavement, compassionate leave or for personal business where there is no alternative than on a working day or for the purpose of moving to a new place of residence on the day of the move or, for the purpose of moving, another day acceptable to the Superintendent of Staff Services or designate, limited to once during the school year.

14.07

A leave of one (1) day with pay will be granted to permit an employee to attend at the delivery of the employee's child.

14.08

The following leaves, not chargeable to sick leave, are granted without loss of salary or benefits unless otherwise stated:

(a) Writing Examinations

An employee shall be granted one (1) additional day per year with pay to attend the writing of their own post-secondary examinations. A leave of this nature is subject to prior approval of the Superintendent of Staff Services, or designate in consultation with the employee's supervisor.

ARTICLE 14 - LEAVES OF ABSENCE (Continued)

14.08 (Continued)

(b) Attending Graduation

An employee shall be granted one (1) additional day per year with pay to attend the post-secondary graduation of ~~the~~ employee's child, spouse, or parent or attendance at the employee's ~~own~~ post-secondary graduation. A leave of this nature is subject ~~to~~ prior approval of the Superintendent of ~~Staff~~ Services, or designate in consultation with the employee's supervisor. The term "spouse" is given the extended meaning it has in the Family Law Reform Act.

14.09 - School Closing

In cases where schools ~~are~~ closed for a school day by the Director of Education or Principal due ~~to~~ inclement weather or other emergency issues, employees will be paid for regularly scheduled ~~hours~~ with no loss to sick day allowance nor a requirement to make up hours lost due to closure.

ARTICLE 15 - PARENTING LEAVE

Pregnancy Leave

15.01

The Board shall, upon the written request of the employee and receipt of a letter from a legally qualified medical practitioner stating that the employee named therein is pregnant and specifying the expected date of delivery, grant or cause to be granted to the employee a Pregnancy Leave (leave of absence without pay).

15.02

- (i) Pregnancy Leave shall be governed by the _____ and any amendments thereto. An employee on Pregnancy Leave for the seventeen (17) week period and/or on a Parenting Leave for the eighteen (18) week period identified under the Employment Standards Act, shall accumulate seniority but not salary. The Board contributions to benefits will be in accordance with Clause 18.04 during both the Pregnancy Leave and the Parenting Leave.
- (ii) The Board shall, on the written request of the employee, grant, in addition to the Pregnancy Leave and/or Parenting Leave in (i), a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year. Such extension beyond the seventeen (17) week Pregnancy Leave and eighteen (18) weeks Parenting Leave shall be without payment of salary, allowances and fringe benefits. Effective July 1, 1992, the Member shall accumulate seniority during this leave for purposes of reinstatement to Pay Grid and Vacation Entitlement.

15.03 - Adoptive Leave

- (i) Adoptive Leave shall be governed by the Employment Standards Act and any amendments thereto. An employee on Adoptive Leave for the seventeen (17) week period and/or on a Parenting Leave for the eighteen (18) week period identified under the Employment Standards Act shall accumulate seniority and service, but not salary. The Board contributions to benefits will be in accordance with Clause 18.04 during both the Adoptive Leave and the Parenting Leave.
- (ii) The Board shall, on the written request of the employee, grant, in addition to the Adoptive Leave and/or Parenting Leave, a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year. Such extension beyond the seventeen (17) week Adoptive Leave and eighteen (18) week Parenting Leave shall be without payment of salary, allowances and fringe benefits. Effective July 1, 1992 the Employee shall accumulate seniority during this leave.

ARTICLE 15 - PARENTING LEAVE (Continued)

15.04

Board contribution to benefit plans for employees on an approved seventeen (17) week Pregnancy or Adoptive Leave and/or for the eighteen (18) ~~week~~ Parenting Leave shall be as follows:

- (i) Employees who ~~work~~ fifty per cent (50%) or greater of the work year, shall be entitled to one hundred per cent (100%) Board contribution;
- (ii) Employees who ~~work~~ less than fifty per cent (50%) of the work year, shall be entitled to fifty per cent (50%) Board contribution.

ARTICLE 16 - SICK LEAVE PLAN

PERMANENT INSTRUCTIONAL ASSISTANTS

16.01 - Eligibility

The cumulative sick leave plan shall apply to all Permanent Instructional Assistant staff who are employees of the Halton Board of Education.

16.02 - Administration of the Plan

Subject to the final authority of the Board, the administration of the plan shall be vested in the Staff Services Department. The Staff Services Department shall keep a record of the credits and deductions for each employee and shall provide a statement to each employee annually of the state of their credit under the plan.

16.03 - Final Authority

In case of dispute with respect to credits or deductions, the decision of the Board shall be final subsequent to prior consultation between the employee concerned and the administrative officials.

16.04 - Sick Leave and Credits

For seniority employees, hired on or after September 1, 1991, the following will apply:

- (i) employees working twenty-one (21) hours per week or greater will be entitled to two (2) days of sick leave for each full month worked.
- (ii) employees working less than twenty-one (21) hours per week will be entitled to two (2) days of sick leave for each full month worked on a prorated basis.
- (iii) At the end of each working year, all of the balance of that year's sick leave allowance for each employee, after deducting absences due to personal illness or injury, will be credited to such employee's accumulated sick leave account subject to the following:
 - (a) Eligible permanent employees shall have their sick leave days limited to a maximum of two hundred (200) days.

The working year shall start on the first day of July annually for the purpose of this plan.

Each day's absence of an employee due to personal illness or injury will cause a deduction first from the current year's allowance, then and if the allowance be exhausted, from the employee's accumulated sick leave account. No employee, however, may draw more than two hundred (200) days of sick leave from the accumulated sick leave account for any one illness or injury.

ARTICLE 16 - SICK LEAVE PLAN (Continued)

TERM SPECIFIC/CASUAL

16.05 - Eligibility

The sick leave plan shall apply to all Instructional Assistants on a Term Specific Contract for the Halton Board of Education.

16.06 - Administration of the Plan

Employees who work twenty-one (21) hours per week or greater, ten (10) months per year, will receive ten (10) days sick leave at the start of the year. This will be prorated if the start date is later in the school year.

Employees with a work schedule of less than twenty-one (21) hours shall receive payment of one (1) day's sick leave for each full calendar month worked. Sick leave days are based on the employee's normal work schedule. Sick leave days cannot be accumulated from year to year.

Absences should be reported on the monthly Absentee and Substitute Report. Principals shall monitor attendance and telephone Staff Services immediately if there is an absence and the employee's sick leave is exhausted.

Instructional Assistants who do not complete their period of employment may be subject to a sick leave adjustment.

16.07 • Notice of Absence

Employees are required to attend work regularly. When unable to attend, the employee must contact the Principal, or designate, as far in advance as possible of their scheduled start time, giving the reason the employee is unable to attend work, date of the employee's expected return, and the details as to where the employee can be contacted in their absence. An employee may be requested by the Board to substantiate the reasons for any absence, including requiring a doctor's note setting out the reason for the absence, the expected duration, and the date of expected return. The Board shall subsequently reimburse the employee after receipt of a doctor's invoice. Where necessary, the Board may also request an employee to sign a release of medical information to a doctor selected by the Board with respect to the medical condition in question and/or may request an employee to be examined by a doctor mutually agreed upon by the Association and the Board.

ARTICLE 17 - VACATION ENTITLEMENT

Effective July 1, 1996

For the purpose of determining an employee's eligibility for vacation pay, the vacation year shall be **from** July 1 to June 30 of the following year.

17.01

Employees with less than **three** (3) years' continuous service **as** at July 1st will receive vacation pay of 4%.

17.02

Employees with **three** (3) years' continuous service but less than nine (9) years' continuous service **as** at July 1st will receive vacation pay of 6%.

17.03

Employees with nine (9) years' continuous service but less than seventeen (17) years' continuous service **as** at July 1st will receive vacation pay of 8%.

17.04

Employees with seventeen (17) years' continuous service but less than twenty-five (**25**) years' continuous service **as** at July 1st will receive vacation pay of 10%.

17.05

Employees with twenty-five (**25**) years' continuous service **as** at July 1st will receive vacation pay of 12%.

17.06

An employee who has either been on unpaid leave of absence or layoff for a period of **more** than one (1) month or, on sick leave and off the active payroll for more than six (6) months, shall have vacation entitlement under Article 14 hereof prorated in accordance with **the** amount of time the employee was on the active payroll during **the** vacation year.

17.07

Vacation entitlement will be received on each pay.

ARTICLE 18 - BENEFIT PLANS

18.01 - TEACHER PENSION PLAN (TPP)

The Teachers' Pension Act makes participation mandatory for all employees with a valid Ontario Teachers' Certificate, Letter of Permission or Letter of Standing. Employee contributions are based on a percentage of the Employee's salary up to the "Year's ~~Maximum~~ Pensionable Earnings" (YMPE) and a higher percentage of the Employee's salary in excess of the YMPE.

18.02 - ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM (OMERS)

Effective **January 1, 1991** the Board will provide qualifying Instructional Assistants the opportunity to join OMERS. The Board will provide an OMERS booklet, to employees who so request, and to each newly hired employee eligible for participation in OMERS.

18.03

The rates for OMERS contributions are set each year and are based on a percentage up to the ~~Years~~ Maximum Pensionable Earnings" (YMPE).

The Halton Board of Education matches an equal amount on the employees behalf.

18.04 - Highlights of Benefits

The main benefits provided by the OMERS basic pension plan are listed below.

- (a) Normal Pension - age 65
- (b) Unreduced Pension - age 55+
 - . 90 factor
 - . 30 years of qualifying service
- (c) Reduced Pension - age 55+
 - . Pension is reduced by an amount determined by applying a positive reduction factor
- (d) Disability Benefit
 - i) Disability Waiver of Premiums
 - ii) Disability Pension
- (e) Survivor Benefits
- (f) Termination Benefits

ARTICLE 18 - BENEFIT PLANS (Continued)

18.05

The Board will contribute to benefits for employees working twenty-one (21) hours per week or greater.

Board Contribution:

Dental	100%
Extended Health (\$160, vision care option)	100%
Group Life	100% (1st \$25,000)

18.06

Benefit coverage will be compulsory for Instructional Assistant Personnel as noted below:

Extended Health	Compulsory unless covered by spouse
Dental	Compulsory unless covered by spouse
Group Life	Compulsory benefit (1 st \$25,000)

18.07

The Board will provide the above contribution to benefits for Term Specific Contract employees, up to but not beyond August 31st. Benefits will commence again if the person is rehired in the subsequent school year.

18.08

Employees working less than twenty-one (21) hours per week shall receive fifty percent (50%) of the Board's contribution to benefits.

18.09

Benefits for employees working less than twenty-one (21) hours per week are not compulsory.

18.10

The Board may change Insurance Carrier, with sixty (60) days notice to the Association President, provided there is equivalent benefit coverage resulting from such change.

ARTICLE 18 - BENEFIT PLANS (Continued)

18.11

LIFE INSURANCE

The Board shall provide, administer **and** pay one hundred (100%) of the premiums for the first \$25,000 of insurance in the Group Life Insurance Plan in effect between the Halton Board of Education **and** AETNA. Additional insurance **at** one **(1)**, two **(2)**, three **(3)**, four **(4)** or five **(5)** times **the** employee's **salary** to a maximum of \$300,000 is at the employee's option.

ARTICLE 19 - RETIREMENT POLICY

19.01

The age for compulsory retirement of a non-teaching employee ~~from~~ the service of the Halton Board of Education shall be sixty-five (65) years of age subject to the following:

19.02

Retirement shall take place at the end of the month in which the employee reaches 65 years of age or (at the employee's option and upon request made sixty (60) days in advance) at the end of the school year, June 30, in which the employee reaches the age of compulsory retirement. On application of the employee concerned, submitted at least five (5) months prior to the end of the term, an extension may be granted up to one (1) year provided a medical certificate of fitness is presented by the employee.

19.03

The extension beyond the stated age of retirement shall be at the discretion of the Halton Board of Education on the advice of the Director of Education. An extension shall in no sense be considered to be automatic, and ~~must~~ be approved in writing by the Director, or designate.

19.04

The considerations on which an extension may be granted are:

- (i) An extension may be granted if it is in the interest of the system as a whole and the school or administrative department in particular.
- (ii) That the employee be rated as an effective employee.

ARTICLE 20 - HOURS OF WORK

20.01

Effective September 1, 1998:

The regular hours of work during the school year for full-time personnel shall be five-and-one-half (5.5) hours per day, exclusive of lunch break, Monday to Friday. Also to be excluded are professional development days, Christmas break and March break.

20.02

Any request for an increase in working hours over and above five-and-one-half (5.5) hours per day must be made through **Staff Services** to the Instructional Assistant Committee, on an **annual** basis. These requests will only be considered for exceptional circumstances and the decision to grant or deny the request will be at the sole discretion of the Committee.

All requests must be recommended by the principal **and** accompanied by a detailed rationale.

Approvals from the Instructional Assistant Committee will be for Term Specific **hours** only, from the hours allocated to the school.

20.03

All employees will be entitled to a fifteen (15) minute paid rest break period during each half of a normal work day. These rest breaks are to be scheduled such that they do not detrimentally affect the support of students.

20.04

Each employee is entitled to an unpaid lunch break of a minimum of thirty (30) minutes.

ARTICLE 21 - OVERTIME

21.01

The Parties recognize that the needs of the Board may require the performance of overtime work from time to time and employees agree to perform such work. The Board will attempt to advise employees of required overtime in advance as is practicable. If overtime is required:

September 1, 1997 - June 30, 1998

Scheduled overtime at the rate of time and one-half (1-1/2) the employee's compensation rate will be provided as lieu time, for authorized work performed on behalf of the Board:

- i. approved overtime is equal to or in excess of one-half (1/2) hour in length, and
- ii. in excess to the employee's normal full-time schedule of assigned hours (this may be on the basis of 5.5, 6 or 7 hours depending on the employee's current work schedule).

The employee will have the ability to accumulate up to 40 hours of lieu time, with the approval of the supervisor. The supervisor will determine whether lieu time can be accumulated. Compensating time off will be scheduled subject to the approval of the supervisor.

Effective September 1, 1998

Scheduled overtime at the rate of time and one-half (1-1/2) the employee's compensation rate will be provided as lieu time, for authorized work performed on behalf of the Board:

- i. approved overtime is equal to or in excess of one-half (1/2) hour in length, and
- ii. in excess of five-and-one-half (5.5) hours per day.

The employee will have the ability to accumulate up to 40 hours of lieu time, with the approval of the supervisor. The supervisor will determine whether lieu time can be accumulated. Compensating time off will be scheduled subject to the approval of the supervisor.

ARTICLE 22 • STATUTORY HOLIDAYS

22.01

The Board recognizes the following **as** paid holidays:

New Year's Day
Good Friday
Easter Monday (not a statutory public holiday)
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Instructional Assistants shall qualify for payment of statutory public holidays, **as** defined under the **Employment Standards Act**, and only in accordance with the requirements of the Act, **as** amended from time to time.

It is understood **that** Term Specific Instructional Assistants do not qualify for payment on the following statutory public holidays:

Canada Day
Labour Day
Thanksgiving Day

22.02 (Permanent Instructional Assistants)

Prior to December 31, 1997, the following days will be paid

1. In lieu of Remembrance Day, one (1) additional holiday for seniority employees. Payment will be based on the employee's regular working hours.
2. One (1) day of holiday is added to the entitlement of seniority employees. Payment will be **based** on the employee's regular working hours.

Effective September 1, 1998, the above days will be averaged into the pay over the year.

22.03

Holiday pay shall be computed on the basis of the number of hours ~~the~~ employee would otherwise have worked had there been no holiday, at the employee's regular straight time hourly rate of pay.

ARTICLE 22 - STATUTORY HOLIDAYS (Continued)

22.04

In order to qualify for holiday pay, ~~the~~ employee must work his/her full scheduled hours of work on his/her work day immediately preceding and immediately following the holiday unless excused by the Board or the employee was absent due to:

- (a) an employee's regular scheduled day off;
- (b) absence, due to sickness or accident, supported by a doctor's note;
- (c) a paid leave of absence.

22.05

Where a holiday falls during an absence unpaid by the Board, including layoff, the employee will not receive holiday pay.

22.06

Where a holiday falls while an employee is on sick leave, the employee shall not receive holiday pay but will continue to receive sick pay to which the employee is entitled.

ARTICLE 23 - CORRESPONDENCE

23.01

All correspondence between the parties hereto arising out of this Agreement or incident thereto shall pass to and from the Superintendent of Staff Services, or designate and the President of the Association.

ARTICLE 24 - HEALTH AND SAFETY
TITLE 24 - HEALTH AND SAFETY

24.01

The Employer shall continue to make reasonable provisions for the safety and protection of the health of its employees during the hours of their employment. It is agreed that both the Employer and the Association shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

24.02

The Board agrees to include representatives of the Halton Instructional Assistants' Association in the membership of an Occupational Health and Safety Committee.

ARTICLE 25- TERM SPECIFIC HIRING PROCESS

25.01

Principals shall commence to hire Term Specific Contract positions after all Permanent Contract Employees have positions. Principals may rehire current Term Specific employees at their schools, provided the employee is qualified, able and willing to do the work which is available.

Names of surplus term specific employees are to be called into Staff Services by the end of the school year, immediately followed by the submission of the surplus forms to ~~Staff~~ Staff Services.

Should there still be vacancies within the school, Principals must refer to the Surplus List for candidates.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT

26.01

Effective September, 1997

In order to give Instructional Assistants the opportunity to participate in seminars, workshops, conferences, Instructional Assistants will attend the equivalent of one school based Professional Development Day and are to be paid for the actual hours of participation (averaged into the employee's pay over the year). The hours are not to exceed the hours of a regular work day schedule.

26.02

January 1, 1998 through December 31, 1998

In order to give Instructional Assistants the opportunity, on occasion, to participate in seminars, workshops, conferences or similar programs. In-Service or otherwise, to keep up to date with current skills in their respective fields, a total of monies of ten thousand dollars (\$5,000 to be provided by the Board and \$5,000 to be provided by H.I.A.A.) will be made available.

The allocation of such funds shall be in accordance with the terms of reference of the Professional Development Committee as approved and administered by the Superintendent of Education Services, or designate, and the

ARTICLE 27 - SALARY SCHEDULE

Effective December 11, 1995:

	<u>START</u>	<u>STEP1</u>	<u>STEP2</u>	<u>STEP3</u>
<u>Group 1</u>	\$13.61	\$14.26	\$14.97	\$15.69
Regular, E.S.L. Resource Supp. Self Contained Food Services				
<u>Group 2</u>	\$14.81	\$15.54	\$16.31	\$17.11
Alternate Ed. Program in Care , Treatment & Corrections Work Exp. Fac.				
<u>Group 3</u>	\$15.01	\$15.74	\$16.51	\$17.32
Head Swim Inst. Intervenor Behaviour Management Sign Language				

Vacation Pay will be added to the above rates.

Supply Instructional Assistant: \$11.54/hr.

ARTICLE 27 - SALARY SCHEDULE

Effective September 1, 1997:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	\$13.61	\$14.26	\$14.97	\$15.69

Bronte Creek
E.S.L.
First Aid
Food Services
Large Class Size
Library
Resource support

<u>Group 2</u>	\$14.81	\$15.54	\$16.31	\$17.11
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Behaviour Management
Halton Alternative Program
Education Programs in Care,
Treatment & Correctional
Facilities
Hearing
Kindergarten Language Ctre.
Learning Centre
Life Skills
Physically Handicapped,
Developmentally Delayed
Purchase of Service
Score
Special Education
(Individual/Cluster/Self-
Contained)
Work Exp. Facilitator

<u>Group 3</u>	\$15.01	\$15.74	\$16.51	\$17.32
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Behaviour Management
Interpreter
Intervenor
Sign Language

Vacation Pay will be added to the above rates.

Supply Instructional Assistant: \$11.54/hr.

ARTICLE 27 - SALARY SCHEDULE (Continued)

Effective September 1, 1998:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	\$13.61	\$14.26	\$14.97	\$15.69
Bronte Creek E.S.L. First Aid Food Services Large Class Size Library Resource Support				
<u>Group 2</u>	\$14.81	\$15.54	\$16.31	\$17.11
Behaviour Management Education Programs in Care, Treatment & Correctional Facilities Halton Alternative Program Hearing Interpreter Intervenor Kindergarten Language Ctre. Learning Centre Life Skills Physically Handicapped, Developmentally Delayed Purchase of Service Resource Support Score Sign Language Special Education (Individual/Cluster/Self- Contained) Work Exp. Facilitator				

Vacation Pay **will** be added **to** the above rates.

Supply Instructional Assistant: **\$11.54/hr.**

ARTICLE 28 - TRAVEL ALLOWANCE

28.01

A Permanent Contract Instructional Assistant who is required to travel between two or more schools, at the request of the Board, to perform their duties, will be paid a travel allowance for the mileage between the schools, according to Board Policy.



ARTICLE 29 - TERM OF AGREEMENT

29.01

This agreement signed and entered into ~~as of the 23rd day of September, 1997,~~ will be effective from the ~~11th day of December, 1995~~ until the 31st day of December, 1998 and shall continue automatically thereafter for annual terms of one (1) year, unless notice is given in writing by either party of their intention to modify, amend or terminate this agreement within the ninety (90) day period immediately preceding the date of termination of said agreement.

29.02

If either party does give such notice, the parties will endeavour to commence negotiations within fifteen (15) days after the giving of such notice or within such longer time as may be mutually agreed upon.

29.03

Changes may be made in this agreement by mutual agreement in writing, at any time during the existence of this agreement.

29.04

In witness whereof each of the parties hereto has caused this agreement to be signed by their duly authorized representatives this 23rd day of September, 1997.

For The Halton Board of Education

Signed:

Linda Glover
Chair, Halton Board of Education

Sandy Van Harten
Trustee, H.I.A.A. Negotiating Team

Dusty Papke
Director of Education

Paul Anthony
Superintendent of Staff Services

Dawn Beckett-Morton
Director of Labour Relations

Sheila Gore
Personnel Manager

JoAnne Shepherd
Labour Relations Officer

For The Halton Instructional Assistants Association

Signed:

Lynne Gurzi
President/Chief Negotiator, H.I.A.A.

Donna Lavery
Secretary/Member of Negotiating Team,
H.I.A.A.

Sharon Schweg
Director/Member of Negotiating Team,
H.I.A.A.

Valerie Swailes
Director/Member of Negotiating Team,
H.I.A.A.

LETTER OF AGREEMENT
between
THE HALTON BOARD OF EDUCATION
(hereinafter referred to as the "Board")
and
THE HALTON INSTRUCTIONAL ASSISTANTS
(hereinafter referred to as the "Association")

Re: Deferred Salary Leave

The parties agree to jointly develop a Deferred Salary Leave Plan and submit it to Revenue Canada, OMERS and any other outside agency that may be affected, for approval.

Following approval, the parties agree to implement the plan effective **January 1 of the** following school year.

The approved plan will be considered appended to **the** Collective Agreement.

Signed at Burlington **this 23rd** day of September, 1997.

FOR THE HALTON BOARD OF EDUCATION

FOR THE ASSOCIATION

Sandy Van Harten

Lynne Gurzi

Paul Anthony

Sharon Schweg

Dawn Beckett-Morton

Donna Lavery

Sheila Gore

Valerie Swailes

JoAnne Shepherd

LETTER OF AGREEMENT
between
THE HALTON BOARD OF EDUCATION
(hereinafter referred to as the "Board")
and
THE HALTON INSTRUCTIONAL ASSISTANTS
(hereinafter referred to as the "Association")

Re: Long Term Disability Insurance

The Instructional Assistant Association will, in consultation with Chris Duncan, set-up a process for the tendering of a Long Term Disability Insurance Plan.

This plan will be at the employee's expense.

Signed at Burlington this 23rd day of September, 1997.

FOR THE HALTON BOARD OF EDUCATION FOR THE ASSOCIATION

Sandy Van Harten

Lynne Gurzi

Paul Anthony

Sharon Schweg

Dawn Beckett-Morton

Donna Lavery

Sheil Gore

Valerie Swailes

JoAnn Shepherd

LETTER OF AGREEMENT
between
THE HALTON **BOARD** OF EDUCATION
(hereinafter referred to as the "Board")
and
THE HALTON INSTRUCTIONAL ASSISTANTS
(hereinafter referred to as the "Association")

Re: Benefit Changes

The parties agree that benefit changes will be consistent with O.P.A., which are attached as Appendix "A".

A benefit card ~~will~~ be implemented no later than February 1, 1998.

Signed at Burlington this 23rd day of September, 1997.

FOR THE HALTON BOARD OF EDUCATION

FOR THE ASSOCIATION

Sandy ~~Van~~ Harten

Lynne Gurzi

Paul Anthony

Sharon Schwieg

Dawn Beckett-Morton

~~Donna~~ Lavery

Sheila ~~Gre~~

Valerie Swailes

JoAnne Shepherd

“APPENDIX A”

BENEFIT CONCEPTS

1. **Completion and return of Positive Enrolment Forms.**
2. **Pharmacy Benefit Management (PBM) Card***
 - a. Dispensing Fee Cap • \$7.00
 - b. Ingredient Cost on prescription drugs restricted to a 10% markup
 - c. Mandatory Generic Drug Substitution
3. **Message Therapy capped at twelve (12) visits per calendar year**
4. **Dental**
 - a. Dental recall examinations restricted to every nine (9) months
 - b. Deletion of **Oral** Hygiene Instruction
 - c. Deletion of Adult Orthodontics
 - d. Deletion of Fluoride Treatment
5. **Life Insurance - Elimination of Employer Paid (first \$25,000)**
 - a. Employee responsibility for 100% of the life insurance premium

Future Initiatives

A commitment to participate in the following studies that will result in savings of approximately \$4,898.

1. **Over the Counter Drugs (OTC)**

This study will involve an independent analysis on our current OTC usage and potential plan refinements.
2. **Plan Refinements**

This study is to be performed to determine whether there are treatments that need to be incorporated with certain illnesses/conditions in order to determine drug eligibility (i.e.: smoking cessation patch).

LETTER OF AGREEMENT
between
THE HALTON BOARD OF EDUCATION
(hereinafter referred to as the "Board")
and
THE HALTON INSTRUCTIONAL ASSISTANTS
(hereinafter referred to as the "Association")

**Re: Salary Adjustment - Special Education, Resource Support and
Self Contained Instructional Assistants**

The parties agree that effective September 1, 1997, Special Education, Resource Support and Self Contained Instructional Assistants will move from Group 1 to Group 2, but back one step on the grid.

This adjustment will be paid by the second pay in November, 1997.

Signed at Burlington this 23rd day of September, 1997.

FOR THE HALTON BOARD OF EDUCATION

FOR THE ASSOCIATION

Sandy Van Harten

Lynne Gurzi

Paul Anthony

Sharon Schweg

Dawn Beckett-Morton

Donna Lavery

Sheila Gore

Valerie Swailes

John Shepherd

