

SOURCE	Company		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	CB.		

THIS AGREEMENT ENTERED INTO AS OF THE \_\_\_ DAY OF \_\_\_\_\_, 1997.

BETWEEN

THE WENTWORTH COUNTY BOARD OF EDUCATION  
(hereinafter referred to as the "Board")

OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS  
LOCAL 1572 (EDUCATIONAL ASSISTANTS)  
(hereinafter referred to as the "Union")

OF THE SECOND PART

#### ARTICLE I - RECOGNITION

- 1.01 The Board recognizes the Canadian Union of Public Employees as the exclusive bargaining agent of all employees of The Wentworth County Board of Education in the Regional Municipality of Hamilton-Wentworth employed as Educational Assistants.
- 1.02 No employee shall be required or permitted to make a written or verbal agreement with the Board or its representatives or the Union which may conflict with the terms of this Collective Agreement.

#### ARTICLE II - RELATIONSHIP

- 2.01 The parties hereto agree that all present employees of the Board who are now members of the Union shall remain members in good standing. All new employees shall become and remain members of the Union upon reaching seniority.
- 2.02 The parties hereto agree that 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.
- 2.03 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Board without permission of the Board or designated representative.

#### ARTICLE III - MANAGEMENT RIGHTS

- 3.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Board and remain exclusively and without limitation within the rights of the Board, and its management. Without limiting the generality of the foregoing, the Board's rights shall include:

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- (a) the right: to maintain order, discipline and efficiency; to make, alter, and enforce, from time to time, rules and regulations, policies and practices, to be observed by its employees; to discipline and discharge employees for proper cause.
- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend and retire employees; to plan, direct and control plant operations; to select and retain employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit. It is agreed that employees who are transferred back into the bargaining unit shall be credited with the seniority which they had at the time of their transfer out of the bargaining unit.
- (c) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces, the standard of production, the subcontracting of work; the schedules of work and of production, the number of shifts; the methods, processes and means of performing work; job content and requirements, quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment, whether there shall be over-time work and who shall perform such work; the number of employees needed by the Board at any time and how many shall operate or work on any job, operation, machine or production line; the number of hours to be worked; starting and quitting time. Generally the right to manage the system and its operation without Interference is solely and exclusively the right of the Board.
- (d) No employee shall be laid off or terminated as a result of the Board contracting out work normally performed by the bargaining unit or as a result of a non-bargaining unit person performing the work.

- 3.02**
- (a) The question of whether any of the rights in Article 3.01 are limited by this agreement, shall be decided through the Grievance and Arbitration procedure.
  - (b) The Board shall exercise its rights in a fair and reasonable manner. The Board's rights shall not be used to direct the working force in a discriminatory manner, nor shall these rights be used in a manner which would deprive employees of their employment except through just cause.

**3.03** Transfers shall not be used as a disciplinary measure.

**3.04** Unless specific program and/or student needs warrant a transfer between schools or administrative offices, no employee shall be transferred without the mutual consent of the Union and employee(s) concerned.

Since the Union and the Board recognize the hardships that an East/West transfer may create for a Teacher Assistant, the Board shall endeavour to avoid such a transfer. Such transfers shall be implemented in a fair and just manner.

ARTICLE IV - UNION SECURITY

- 4.01 All present Union members shall, as a condition of employment, sign an "Authorization to Deduct Union Dues". Any such authorization shall take effect as of the next regular deduction date **after** it has been received by the Board.
- 4.02 All employees hired on or after the date of this Agreement shall, upon attaining seniority, as a condition of employment, sign an "Authorization to Deduct Union Dues". Any such Authorization shall take effect as of the next regular deduction date after the employee has attained seniority. The Board shall issue Union Authorization **Cards** to be signed by all new employees upon commencement of service. Upon termination of any employee's service with the Board, the Board will send the employee's Authorization Card to the Treasurer of the Local Union.
- 4.03 The Board agrees that it will deduct from the earnings of each employee, not **more** than **bi-weekly**, Union Dues in the amount certified by the Union to the Board, to be currently in effect according to the Union's Constitution and By-Laws. Such dues shall be forwarded, together with a list of the names **of** all employees from whom the deductions have been made, to the Secretary-Treasurer of the Local, no later than the 30th of each month.
- 4.04 In order that the Board may have definite Instructions as to what amounts are to be deducted for the aforesaid purpose, it is **agreed** that the Union shall promptly notify the Board in writing, over the signature of the Secretary-Treasurer of the Local Union, of the amount of deduction to be made by the Board for regular monthly Union Dues, and the Board shall have the right to rely on such written notification until it receives other written notification from the Union signed with the same formality.
- 4.05 The Union agrees to defend and hold the **Board** harmless against all claims, by individuals arising out of the Board's implementation of the provisions of this Article IV.
- 4.06 The Board shall enter the amount of Union Dues paid by each Union member **on** the appropriate Income Tax (T4) Statements.
- 4.07 The Board agrees to acquaint potential employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

Upon attaining seniority, employees may be interviewed by the Local's President or designate within regular working hours, without loss of pay, for a maximum of thirty (30) minutes for the purpose of acquainting ,the new employee with the benefits and duties **of** Union membership and the **responsibilities** and obligation to the Union.

ARTICLE V - UNION REPRESENTATION

- 5.01 The Board will **recognize** as Stewards not more than six (6) seniority employees. The Union shall notify the Board in writing of the names of all Stewards before the Board shall be required to recognize them as Stewards.
- 5.02 (a) The Board agrees to recognize a Union Grievance Committee composed of the Local's Grievance Committee Chairman, Recording Secretary, Unit Chief Steward and the Steward

initiating the grievance or their designates. The Board agrees to recognize a Union Negotiating Committee composed of the Local's President and Recording Secretary or their designates plus three (3) unit seniority employees.

- (b) Members of the Grievance Committee shall be compensated at their base rate of pay for actual time lost in the handling of a grievance at Step 1 and Step 2 only of the grievance procedure. Members of the Negotiating Committee shall be compensated at their base rate of pay for actual time lost in negotiations up to mediation.

**5.03** The Board recognizes that Stewards are allowed to investigate disputes and present adjustment as provided in this Article without unwarranted interference. The Union recognizes that Stewards are employed by the Board and that they will not leave work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of the school Principal or designate. Such permission shall normally be given within an hour, unless circumstances mitigate otherwise.

**5.04** It shall be the duty of the Union, further, to keep the Appropriate Personnel Officer notified in writing of the names of all members of the Union's Local Executive.

**5.05** The Appropriate Personnel Officer shall notify the Union of all new employees within ten (10) working days of commencing employment.

**5.06** The Appropriate Personnel Officer agrees to provide the Union with copies of layoff, recall from layoff, transfers, non-medical leave, job postings, disciplinary notices and successful/unsuccessful applications for job postings. All correspondence between the Board and the Union and a copy of the Board's minutes of the Board's public meetings shall be sent to the Recording Secretary of the Local Union.

**5.07** When a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance in order that the employee may contact a Steward to be present at the interview.

#### **ARTICLE VI - GRIEVANCE PROCEDURE**

**6.01** "Grievance" shall be defined as a complaint or claim concerning the alleged violation of the provisions of this Agreement.

**6.02** At each step of the Grievance Procedure, the grievor shall have the right to be present.

**6.03** It is understood that an employee must first give their immediate supervisor an opportunity to adjust the complaint. The employee's immediate supervisor shall give a written reply within two (2) working days.

**6.04** Grievances must be initiated within ten (10) working days of the date upon which the grieving employee should have become reasonably aware of the alleged violation.

**6.05** The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible and in the following manner:

**Step 1** The aggrieved employee(s) will submit the grievance to a Union Steward or a member of the Union's grievance committee. If the Steward and/or the grievance committee consider the grievance to be justified, they shall present the grievance in writing to the appropriate Personnel Officer within ten (10) working days after discussing it with their immediate supervisor. The appropriate Personnel Officer shall deliver a decision in writing within five (5) working days following the day on which the grievance was presented. If a settlement satisfactory to the grievor is not reached, the Union may, within five (5) working days following receipt of the decision of the appropriate Personnel Officer, but not thereafter, deliver or mail by registered mail a written request to the appropriate Superintendent, requesting a meeting at Step 2. The grievance shall state the clause(s) of the Agreement which are being violated.

**Step 2** A meeting shall be held within five (5) working days between the aggrieved employee together with the Grievance Committee and the appropriate Superintendent. The appropriate Superintendent shall have the decision delivered in writing to the Chairman of the Grievance Committee within five (5) working days of such meeting.

**Step 3** A meeting shall be held within five (5) working days between the grievor, the grievance committee and a committee of Review appointed by the Board. The Board's reply shall be delivered to the grievor within fifteen (15) working days thereafter.

**Step 4** If a settlement satisfactory to the party initiating the grievance is not reached, the matter referred to in Step 3 shall within fifteen (15) working days be referred to arbitration.

**6.06** All decisions arrived at between the Board and the Union with respect to any grievance shall be final and binding upon the Board and the Union and the employee or employees concerned.

**6.07** Grievors and their Stewards shall be paid at their applicable base hourly rate exclusive of premiums for time spent during working hours in the processing of grievances upon the following conditions:

- 1) Such payment shall only apply to time spent in the processing of grievances at Step 1 and 2 of Article 6.05 herein.
- 2) All time so spent shall be devoted solely to the prompt handling of grievances.
- 3) The Steward and grievor concerned shall obtain permission from the Principal before leaving their work. Such permission shall not be unreasonably withheld.
- 4) All times away from work shall be properly reported.
- 5) Should the nature of a grievance require a Steward to visit the work area of an aggrieved employee, permission shall be requested from the principal. A time mutually satisfactory to the Board and the Union shall be set for such visit.
- 6) It is understood that any abuse of these conditions by the grievor and/or the Steward may result in the limitation or withdrawal of the payment provided herein in this Article 6.07.

**6.08** The written grievance shall be signed by the grievor and shall contain a summary of all issues in dispute and of the remedy requested by the grievor.

- 6.09 In the case of a Union policy grievance or Board grievance such grievance may be submitted to the Board or the Union, as the case may be, in writing within ten (10) working days of the circumstances giving rise to the grievance and shall commence with Step 2 under the grievance procedure: **however**, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a **complaint** or grievance directly **affecting** an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.
- 6.10 A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this agreement shall not again be made the subject matter of a complaint or grievance.
- 6.11 Failure to put a grievance in writing in Step 1 in accordance with the requirements of Article 6.05 hereof, shall be deemed a complete waiver and abandonment of the grievance by the **grievor**. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit as prescribed above shall be considered settled on the basis of the Board's last reply. If the respondent to a grievance does not comply with the time limits set out for meetings and/or replies to a grievance, the party having carriage of the grievance shall process the grievance to the next higher step within the time required after expiration of the time for the respondent to hold a meeting or give a reply, as the case may be. Time limits may be extended only by mutual agreement in writing.
- 6.12 After a grievance has been initiated by the Union, the **Board's** representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

#### ARTICLE VII - ARBITRATION

- 7.01 The party having carriage of grievance may, after exhausting the appropriate grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) days advise the other party of the name of its appointee **to** the arbitration board. The **two** appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the **two** appointees fail to agree upon a Chairman within the time limit, then the Minister of Labour for the Province of Ontario may be requested to appoint a qualified person **to be** Chairman.
- 7.02 The arbitration board shall hear and determine the matter and shall issue a decision, which decision shall be final and binding upon the parties, and upon **any** employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman shall govern.
- 7.03 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement nor to alter, modify, or amend any part of this Agreement or to adjudicate any matter not specifically assigned to it by the written grievance as filed at the initial step.

7.04 Each of the parties to this Agreement shall bear the expenses of the arbitrator appointed by it, and the parties hereto will jointly bear, share and share alike, the **expenses** of the Chairman of the Arbitration Board.

7.05 (a) The time limits and other procedural requirements set out in these Articles 6 and 7 herein are mandatory and not merely directory. The mandatory provisions of Articles 6 and 7 shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both Parties.

(b) The mandatory time limits and procedural requirements set out in Articles 6 and 7 may be waived, if, in the opinion of the Arbitrator, extenuating circumstances existed to warrant the waiving thereof.

7.06 Discharge Cases

In making a **determination** upon any grievance arising under the discharge of a seniority employee, the Board of Arbitration may affirm the Board of Education's action in discharging the employee and thereby dismiss the grievance or may **uphold** the grievance by reinstating the **grievor** with or without compensation for monies lost during the period of discharge or the Board of Arbitration may substitute such other penalty for the discharge as seems just and reasonable in all circumstances. It is understood that should any form of compensation be awarded to the **grievor**, such compensation shall be subject to deduction of all monies received by the **grievor** during the period between the date of the discharge and the date of reinstatement.

ARTICLE VIII - SENIORITY

8.01 (a) Seniority is defined for the purposes of this Agreement as the length of **continuous** service of any employee of the Board computed **from** the date three (3) months prior to the date such employee actually attained seniority by **completing** their probationary period in the manner set forth in Article 8.01 (b) hereof, and shall apply only to the extent specifically provided in this Agreement.

(b) An employee having less than three (3) months of **continuous service** shall be considered a probationary employee and will have no seniority rights but when such rights are acquired (subject to Article 8.01 (a) hereof), seniority will be regarded as having started from the date **three (3) months** immediately prior to acquiring **such** seniority.

(c) Seniority shall **operate** on a bargaining unit wide basis.

8.02 In all cases of filling permanent job vacancies (except those in respect of positions excluded from the bargaining unit) and in all **cases** of decrease or increase in the working force, the following factors shall be considered:

(a) **length** of continuous service;

(b) ability to perform the required duties as reflected in the posting.

**8.03**      Loss of Seniority

Employees shall lose all seniority and service rights if:

- (a) they quit their employment;
- (b) they are discharged for proper cause;
- (c) they are laid off for a period in excess of two (2) years;
- (d) a person on lay-off fails to return to work within seven (7) **working** days after the employee has received notice of recall by registered mail, or if the person within seven (7) working days after receiving such notice of recall is so sent fails to notify the Board of the employee's intent to return to work in accordance with the terms of the recall. Upon request of the employee, in writing, the Board may grant, in writing, an extension of the times stipulated herein, if such request is accompanied by a reasonable explanation;
- (e) the employees fail to return to work promptly after the expiration of any leave granted to them, unless they are excused by the Board.

**8.04**      It shall be the duty of the employee to notify the Appropriate Personnel **Officer** in writing, of any change of address or telephone number. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail or telegram to the address of the employee which appears on the Board's payroll records shall be conclusively deemed to have been received by the employee.

**8.05**      If employees are transferred to positions outside the bargaining unit, they shall retain their seniority, accumulated up to the date of leaving the unit, but will not accumulate any further seniority during the period that they are out of the bargaining unit.

**8.06**      The Board agrees to compile a seniority service list of full-time and part-time employees based on the date on which the seniority employee started work for the Board or the former **school board** of the County. These seniority lists shall be updated once every twelve (12) months, and fifteen (15) copies of such lists so updated shall be sent to the Recording Secretary of the Union, in the month of January.

**ARTICLE IX - HOURS OF WORK AND OVERTIME**

**9.01**      It is expressly understood and agreed that the provisions of this Article IX shall not be construed to be a guarantee or a limitation of the hours of work per day or per week or otherwise nor as a guarantee of working schedules.

**9.02**      The regular work week shall consist of the number of hours scheduled for each employee, to a maximum of seven (7) hours per day, (exclusive of a thirty (30) minute lunch break), thirty-five (35) hours per week, Monday to Friday inclusive. All employees are entitled to the thirty (30) minute lunch break.

**9.03**      (a) The working year shall be the school year as provided in the Education Act as amended from time to time, less the days designated as Professional Development/Activity days, days when



classes are cancelled as a result of scheduled examinations, but shall include days when regular classes are cancelled as a result of inclement weather. The Board in its discretion may require Teacher Assistants to attend certain professional development/activity days. There will be the equivalent of one work day for Board sponsored staff development in each school year. The Board will be responsible for arranging the program.

- (b) (i) There shall be no deduction of salary in respect of Christmas and Winter Break and time off shall constitute the annual vacation entitlement.
- (ii) When normal vacation entitlement differs from the number of working days in the Christmas and Winter breaks, an adjustment shall be made in the last pay in June.

**9.04** All employees are permitted a paid fifteen (15) minute break period at approximately the mid point of each half shift or at a time mutually agreed by the employee and the supervisor.

**9.05** Subject to Article 9.07 all time worked before or after the regular work day, the regular work week, or on a holiday, shall be considered overtime payable at the rate of time and one-half the employee's base rate of pay.

**9.06** Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the Board.

**9.07** Any employee accompanying students on overnight trips shall be paid a total of 12 hours per day, (exclusive of a thirty (30) minute lunch period). It is understood that participation in any overnight trip shall be on a voluntary basis. Employees choosing not to participate in the overnight trips shall maintain their regularly scheduled hours at the appropriate rate of pay.

## ARTICLE X - JOB **PL**INGS

**10.01** When a new position is created or a permanent vacancy otherwise occurs within the bargaining unit, the Appropriate Personnel Officer shall notify the Recording Secretary of the Local in writing, and advertise such vacancy within the bargaining unit (not later than five (5) days after the vacancy has occurred) for a period of ten (10) working days. Selection shall be made in accordance with the provisions of Article 8.01 (c) herein. All employees interested in the vacancy shall make application within 10 working days from the date of the posting. During the posting period the Appropriate Superintendent may temporarily fill the job as deemed appropriate. The name of the successful applicant shall be posted by the Board and a list of all other applicants shall be forwarded to the Recording Secretary and Unit Chief Stewards of the Local. The filling of all postings shall occur within thirty (30) calendar days of the close of the posting, except as outlined in Article 10.03 herein. The Union's Recording Secretary, the Union's Chief Steward, and all unsuccessful applicants shall be notified of the name of the successful applicant within five (5) working days of the appointment.

**10.02** Each successful applicant shall be given a trial training period of thirty (30) calendar days. The Board shall not curtail the trial training period without just cause or before it has run its full course. Conditional upon satisfactory service, the employee shall be declared permanent after the thirty (30) day period, or if the employee is unable or unwilling to continue to perform the duties of the new position, the employee shall be returned to the former position and wage rate, without loss of seniority.

During the trial period, the Appropriate Superintendent may temporarily fill the job as deemed appropriate.

- 10.03 New positions and permanent vacancies which become available after the beginning of the school year will be advertised throughout the system to take effect at:
- a) the beginning of the calendar year
  - b) the beginning of the semester
  - c) the beginning of the next school year
  - d) any other time mutually agreed by the Union and the employer.

In the interim, the position(s) will be temporarily filled from the supply list or as the result of an external advertisement.

**ARTICLE XI - LAYOFF AND RECALL**

- 11.01 (a) A layoff shall be defined as a reduction in the work force or a reduction of the regular hours of work as defined in this agreement.
- 11.02 (a) A Year-End Bumping Process will be developed and administered by the Board with Union input (See Letter of Understanding).
- (b) Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority during the Year-End Bumping Process, providing the employee exercising the right is qualified to perform the work of the less senior employee.
- 11.03 Employees shall be recalled in order of seniority provided that the employee to be recalled is qualified to perform the work available.
- 11.04 New employees shall not be hired until those laid off with the qualifications necessary to perform the work available have been given an opportunity of recall.
- 11.05 Unless legislation is more favourable to the employees, the Board shall notify employees who are to be laid off fifteen (15) working days prior to the effective date of lay-off. Any employee not given the opportunity to work the days as provided in this Article, shall be paid for the days for which work was not made available.
- 11.06 Grievances concerning layoffs and recalls shall be Initiated at Step 2 of the grievance procedure.
- 11.07 Should an Educational Assistant be made redundant after the Year-End Bumping Process the employee will be redeployed within the same east/west region, unless willing to move to another region, at the same number of hours, with the right to bump at the subsequent school year Year-End Bumping Process; or accept a layoff, as the employee chooses.

ICI XII - WAGES

12.01 The wage rates as set out in Appendix "A" attached hereto and forming part hereof shall remain in effect during the life of this Agreement.

ARTICLE XIII - VACATION WITH PAY

13.01 (a) The following vacations with pay shall be granted to all employees of the Board covered by this Agreement in accordance with the following:

- Less than one (1) year - one day for each full month of service or major portion thereof.
- One (1) year or more - 2 weeks vacation
- In the calendar year of the 3rd Anniversary and each year thereafter - 3 weeks vacation
- In the calendar year of the 10th Anniversary and each year thereafter - 4 weeks vacation
- In the calendar year of the 18th Anniversary and each year thereafter - 5 weeks vacation
- In the calendar year of the 25th Anniversary and each year thereafter - 6 weeks vacation

13.02 Employees terminating employment or retiring at any time in the vacation year, prior to using their vacation, shall be entitled to a vacation payment pro-rated in proportion to the number of complete months of work subsequent to July 1.

13.03 Employees retiring at the mandatory retirement age at any time in the vacation year, prior to using their vacation, shall be entitled to the same vacation or vacation pay which would have been earned if the employees had continued in employment to the end of the year. This article shall not apply to employees terminating their employment prior to their mandatory retirement date.

13.04 It is understood that employees working less than full-time shall have vacation entitlement pro-rated in accordance with the proportion of full-time worked.

ARTICLE XIV - ) HOL

14.01 (a) The Board recognizes the following as paid holidays:  
New Year's Day                      Thanksgiving Day  
Good Friday                            Christmas Day  
Easter Monday                        Boxing Day  
Victoria Day

and any other day declared or proclaimed as a holiday by the federal, provincial or municipal government or the Board, plus the last half of the employee's regularly scheduled day or shift prior to Christmas Day and New Year's Day.

- 14.02 Employees shall be entitled to holiday pay only if they work their last scheduled working day before and first scheduled working day after a holiday, provided, however, that employees will not lose holiday pay if they are absent from work because of a bona-fide illness.
- 14.03 Otherwise eligible employees who are scheduled to work on one of the designated holidays but do not report for work and work as scheduled shall forfeit their holiday pay for that particular holiday.
- 14.04 No employee shall be required to make up time off resulting from a statutory holiday.
- 14.05 Part-time employees who work at least twelve and one-half (12 1/2) hours per week shall be entitled to holiday pay for the holidays recognized in 13.01 above, on a pro-rated basis in accordance with the proportion of hours worked weekly to full-time hours.

#### ARTICLE XV - VEHICLE ALLOWANCE

- 15.01 All Educational Assistants shall be reimbursed for authorized use of their own vehicles for transportation during working hours other than personal use in accordance with the Board Motor Vehicle Travel Allowance Policy. The Board agrees that the use of an employee's vehicle shall not be compulsory.

#### ARTICLE XVI - FRINGE BENEFITS

- 16.01 The following fringe benefits shall be applicable to all seniority employees covered by this Agreement who work 25 hours per week or more.
  - 16.01.1 GROUP INSURANCE

The Board will pay one hundred percent (100%) of the premium cost of a Group Life Insurance Plan for all eligible employees of two times (2 X) earnings rounded to the nearest five hundred dollars (\$500.00) subject to the terms of the Master Plan between the Board and the Carrier. The Board will provide the Union with one copy of the Master Plan.
  - 16.01.2 SUPPLEMENTARY HEALTH PLAN

The Board will pay one hundred percent (100%) of the premium cost.
  - 16.01.3 DENTAL PLAN

The Board will pay 100% of the premium cost of a Dental Plan comparable to Blue Cross Plan #9 (based on the O.D.A. fee schedule in effect on September 1 of each year).

Effective January 1, 1992 the Board will pay 75% of the premium cost for riders 2 & 4 (based on 50% co-insurance).
  - 16.01.4 ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SCHEME

Participation in OMERS is mandatory as a condition of employment. The Board will pay fifty percent (50%) of the premium contributions of the Plan.

**16.01.5 VISION CARE**

\$175.00 each two year period for employees and their family members.

**16.01.6 HEARING AIDS**

\$400.00 every five year period for employees and their family members.

**16.02** In the case of part-time employees who regularly work more than fifteen (15) hours per week but less than twenty-five (25) hours per week, the Board will pay one-half (1/2) of the amount of premium with respect to Group Life, OMERS, Dental and Supplementary Health Plan, that the Board pays on behalf of full-time employees.

**ARTICLE XVII - PREGNANCY, ADOPTION AND PATERNITY LEAVE**

**17.01** The granting of a pregnancy leave shall be made in accordance with the Employment Standards Act and any amendments thereto.

**17.02** On making application to the Appropriate Superintendent pregnancy and adoption leaves may be extended up to a maximum of six months, providing the employee has been in the employ of the Board for not less than one year. Upon application, a further consecutive six-month extension may be granted.

**17.03** The Board shall pay the fringe benefit contributions as required by Article XVI on behalf of the employee during the leave.

**17.04** No sick leave time shall accumulate, but upon return, the employee shall be reinstated in the same position or equivalent with no loss of previously accumulated sick days or seniority or any increase in salary or benefits that would have been received had the one year leave of absence not been taken.

**17.05** Adoption Leave

Leave of absence may be granted to an employee adopting a child subject to the following conditions:

- (a) The employee shall have completed one year of service with the Board immediately prior to the date of application to the Appropriate Superintendent.
- (b) Application to the Appropriate Superintendent for such leave must be made within 30 days of approval as an adopting parent.
- (c) Duration of the leave shall be for a maximum of one week prior to the date of adoption and six weeks immediately following the date of adoption.

**17.06** Paternity Leave

Leave of absence shall be granted to an employee on or about the date of his child's birth. On request, the employee will supply a medical report confirming his spouses pregnancy and indicating the anticipated date of delivery. Leave of absence with full pay and benefits shall be granted for three days.

ARTICLE XI OR

18.01 (a) A general leave of absence without compensation for a maximum of ten (10) working days may be granted by the Board on written request should be submitted a minimum of ten (10) days in advance of the leave.

(b) A general leave of absence without compensation and allowances up to a maximum of two (2) years may be granted by the Board on written request thirty (30) days in advance of the leave. During the leave of absence, the employee shall be permitted to remain in all benefit plans provided that the premiums shall be paid fully by the employee to the Board. Upon return, the employee shall be reinstated in the same position or equivalent, with no loss of previously accumulated sick days, seniority or any increase of salary or benefits that had occurred during the leave.

18.02 Upon written request the Board shall allow leave of absence without loss of seniority (but without accumulation of seniority or without compensation) so that the employee may be a candidate in federal, provincial or municipal elections. Employees who are elected to public office shall be allowed leave of absence without loss of seniority (but without accumulation of seniority or without compensation) during their term of office.

An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without loss of seniority (but without accumulation of seniority and without compensation) for a period of one year. Such leave shall be renewed each year, on request, during the term of office.

18.03 Upon request, the Board shall allow a leave of absence without loss of pay, benefits or seniority for up to one (1) year to members elected or selected to perform Union duties on a temporary basis. Unless otherwise agreed, applications shall be made to the Appropriate Superintendent not less than ten (10) days prior to commencement of the leave. The employee(s) shall continue to accumulate seniority and the Board shall continue to pay full wages and benefits for the employee(s) concerned. The Union or affiliated organization will reimburse the Board for the cost of wages and benefits of the employee(s) on leave. Upon termination of leave, the employee(s) shall be reinstated to the position held prior to the leave.

E. XIX - GENERAL CONDITIONS

19.01 Upon successful completion, the Board shall pay fifty percent (50%) of job related Board approved courses enrolled in by seniority employees.

ARTICLE XX - BULLETIN BOARDS

20.01 The Board shall provide access to bulletin boards in appropriate areas for teacher assistants to post notices, subject to restrictions outlined in the Education Act.

ARTICLE XXI - ACCESS TO INFORMATION

21.01 Upon a request submitted at least two (2) working days in advance an employee shall have access to, for a reasonable length of time, or, be given a copy of all personnel files in the possession of the Board relating to that employee.



The personnel records of an employee, or former employee, shall not be shared in any manner with any other employer or agency, without the prior written consent of the employee concerned. Any disagreement as to the accuracy of information contained in a record may be expressed in writing and/or upon request subject to a Board Committee of Review.

**ARTICLE XXII - DURATION**

- 22.01** This Agreement shall become effective on ~~the~~ 1st day of April, 1996 and shall remain in full force and effect until the ~~31st day~~ of March, 1998 ~~and shall continue automatically thereafter~~ during annual periods of one ( G e a r each, unless either party notifies the other in writing as provided for herein of its desire to negotiate amendments to this Agreement.
- 22.02** Notice of amendments shall be tendered during the period of not more than ninety (90) days and not less than ~~thirty~~ (30) days from ~~the~~ termination date or similar annual periods thereafter.
- 22.03** This Agreement will be signed and thirty (30) copies given to the Union within thirty (30) calendar days after ratification by both patties.

**ARTICLE XXIII - STRIKE OR LOCK-OUT**

- 23.01** The Union agrees that there will be no strikes and the Employer agrees that there will ~~be~~ no lock-outs during the term of this agreement. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

DATED AT ANCASTER,, ONTARIO, THIS \_\_\_ DAY OF \_\_\_\_\_, 1997.

THE WENTWORTH COUNTY  
BOARD OF EDUCATION

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1572 (EDUCATIONALASSISTANTS)

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APPENDIX "A"

EDUCATIONAL ASSISTANT - SPECIAL NEEDS - HOURLY WAGE RATES

<u>EFFECTIVE</u>	<u>RATE</u>
January 1, 1993	\$15.99

EDUCATIONAL ASSISTANT - MULT. HANDICAPPED -  
HOURLY WAGE RATES

<u>EFFECTIVE</u>	<u>RATE</u>
January 1, 1993	\$16.49

APPENDIX "B"

**SICK LEAVE**

**1. ELIGIBILITY**

Effective January 1, 1987 the cumulative sick leave plan shall apply to all regular employees of The Wentworth County Board of Education, specifically:

- (a) All full-time employees on permanent or probationary staff shall be included under this plan and such employees shall be entitled to cumulative sick leave allowance of two (2) days per working month.
- (b) Employees on a regular part-time basis of twenty-five per cent (25%) or more of full-time shall be entitled to cumulative sick leave allowance pro-rated to the nearest half-day on the basis of two (2) days per complete full-time month.
- (c) A casual employee shall not be included under this plan.

**2. SICK LEAVE CREDITS**

The Board shall maintain a Sick Leave Credit Account for all eligible employees to be operated as follows:

- (a) Each eligible employee shall be entitled to sick leave, for personal illness or injury, for twenty (20) days per year or lesser amount as in 1 above without deduction of salary.
- (b) The employee's sick leave account shall be credited with the current year's sick leave allowance or where applicable, such lesser number of days as may raise the employee's total of sick leave credits to the maximum permissible on January 1 of each year. Maximum accumulated credits shall be, two hundred and sixty (260) days in the case of full-time employees as defined in paragraph 1 (a), and in the case of other employees, such lesser pro-rated maximum to be calculated on the basis of the provisions of paragraph 1 (where applicable).
- (c) Sick leave credits shall not be applied to any absence for any cause while the employee is receiving or is a claimant for unemployment insurance benefits.
- (d) Any employee who is on sick leave and is entitled to receive payments under the provisions of the Workers' Compensation Act may:
  - (1) elect to retain such payment and receive the difference between such payment and regular salary from the Board,

OR

- (2) elect to receive an advance of full salary upon undertaking to reimburse the Board for an amount equal to payments under the Workers' Compensation Act.

In either procedure deductions shall be made from accumulated sick leave credits pro-rated in the proportion that the net sum paid by the Board bears to the regular salary of the employee upon which the award is based. Similar provisions apply where loss of wages due to Injury or Illness is compensative from sources other than those provided under the Workers' Compensation Act and the Board shall have subrogation rights in such cases. This clause shall not be construed to apply to any payments arising from any personal policy or plan for which the employee has paid a premium or subscription.

### 3. ADMINISTRATION OF PLAN

The sick leave plan shall be administered on the following basis:

- (a) Subject to the final authority of the Board, the administration of the plan shall be vested in the Appropriate Superintendent. The Superintendent shall keep a record of credits and deductions for each employee and shall render a statement to each employee on or about January 1 of each year showing the number of sick leave credits accumulated under this plan as of 31st December.
- (b) In case of dispute with respect to credits or deductions there shall be a right of appeal to the Committee of Review.
- (c) Absences for personal illness or injury for a period not exceeding five (5) working days shall be certified by the School Principal and approved, if required, by the appropriate official. The Board may require, for any absence, a medical certificate of inability to work, but absences over five (5) days shall be certified by a qualified medical or dental practitioner. In the case of continued absence beyond three (3) months, the Board may request an examination by a doctor appointed by the Board.
- (d) Where an employee commences employment after January 15 in any year, he or she shall receive sick leave days pro-rated for the balance of the year at two (2) days per complete month or part month in excess of nine (9) working days.
- (e) There shall be no payment to an employee for salary, statutory holidays or vacation while absent due to illness or injury once sick leave credits are exhausted, nor shall such employee accumulate additional sick leave credits until he or she has returned to work for a minimum of ten (10) working days.
- (f) Sick Leave claims shall be computed for payment on the basis of the basic daily salary rate of the employee at the time of the leave of absence.

### 4. LEAVE WITHOUT DEDUCTION OF SALARY OR CREDIT

The following items are not chargeable to sick leave account and shall not constitute grounds for deduction of salary or allowance.

- (a) Quarantine. Any employee who because of exposure of communicable disease is quarantined or otherwise prevented by the Medical Health Authorities from being present at his or her duties,
- (b) Approved school business or conventions.
- (c) Days school is closed by order of the Medical Health Office.

- (d) When satisfying Armed Forces medical requirements.
- (e) Employees are entitled to their salary notwithstanding their absence from duty as a witness in any court to which they have been summoned in any proceedings to which they are not a party or one of the persons charged.
- (9) An employee shall be allowed leave of absence without deduction of salary when required to **serve** on a jury.
- (g) Where an employee is charged with an offence under the Highway Traffic Act, Liquor Control Act or Criminal Code of Canada and is required to appear in Court and is acquitted of said charge, then salary for the school **time** involved while appearing in **court** will not be deducted.
- (h) Approved absence to write examinations for professional advancement in work for which employed, or to be employed.

#### 5. LEAVE WITH SALARY DEDUCTIONS

Leave without pay may be granted for five days at the discretion of the Appropriate Superintendent upon written application to the Appropriate Superintendent. A leave without pay for more than five days may be granted at the discretion of the Board upon written application to the Superintendent of Program. In such cases, extended permission is subject to availability of a relief personnel.

#### 6. TRANSFER OF CREDITS

Employees entering the service of ~~the~~ Board shall be responsible for presenting a certified statement of their cumulative credits from the last previous Board. In no event shall such transferable credits exceed the maximum sick leave credits established under this agreement.

#### 7. RETIREMENT

Employees will retire at the end of the month during which the employee attains the age of 65 or the end of the year in which the employee attains the age of 65 or at the end of the school year during which the employee attains 65 as mutually agreed to by the Board and the employee.

#### 8. BEREAVEMENT AND SPECIAL ~~LEAVE~~

- (a) An employee shall be allowed leave of absence without loss of salary or sick leave credits for a minimum of three (3) consecutive working days upon the death of an employee's spouse, (including common-law spouse resident with the employee), son, daughter, mother, father, (including stepchild and stepparent), grandfather, grandmother, sister, brother (including stepsister and stepbrother), mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law. Where the burial occurs outside the province such leave shall be extended not to exceed five (5) consecutive working days.
- (b) Leave of absence for bereavement of other family members or an extension of leave under 8(a) may be granted at the discretion of the Appropriate Superintendent, but such absence is chargeable to sick leave credits.

- (c) Leave of absence on **compassionate** grounds may be granted at the discretion of the Appropriate Superintendent, but such leave shall not aggregate more than four (4) days in any year. (Defined January 1 to December 31). Such absence is chargeable to sick leave credits.

**9. INTERPRETATION**

Interpretation of the foregoing is vested in the Appropriate Superintendent subject to any provisions of special or general legislation and direction of the Board.

APPENDIX "C"

LABOUR MANAGEMENT COMMITTEE

1. Establishment of Committee

The Employer and the Union recognize that there are areas of mutual legitimate Employer-Union concern not specifically covered by this collective agreement. Accordingly, the parties shall establish a joint committee consisting of three (3) representatives of the Union and three (3) representatives of the Employer to deal with these areas of concern. The Committee shall enjoy the support of both parties and shall be vested with the authority to make recommendations.

2. Function of the Committee

The Committee shall concern itself with the following matters:

- (a) safety
- (b) other matters of mutual Employer-Union concern

3. Meetings of Committee

The Committee shall meet at least quarterly at a mutually agreeable time and place. Members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for the time spent with this Committee.

4. Chairman of the Meeting

An Employer and a Union representative shall be designated as joint chairman and shall alternate in presiding over meetings.

5. Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting. The Union and the Employer shall receive two (2) signed copies of the minutes. Deliberations of the Committee shall be fully disclosed. Any personal information shall be strictly confidential and shall be confined only to members of the Committee and shall not appear in the public minutes.

**APPENDIX "D"**

Letters of Intent

**Employee Benefits Committee**

The parties agree to establish a committee with equal representation from the Board and C.U.P.E. 1572 to review employee benefits with a view to generating savings. The parties agree that if savings are realized as a result of mutually agreed to benefit plan changes, one half of those savings shall be used to enhance benefit coverage.

**Amalgamation**

In the event that The Wentworth County Board of Education amalgamates with any other Board of Education, The Wentworth County Board of Education will make every reasonable effort to secure continued employment for C.U.P.E. 1572 employees of The Wentworth County Board of Education who were in its employ at the time of amalgamation on terms and conditions of employment which are as similar as possible to those existing prior to amalgamation.

**Letter of Understanding - Bumping 1997**

The yearend bumping process will be administered by the Board with Union input. Prior to June 15, 1997, Educational Assistants will follow the bumping procedure described below:

1. Educational Assistants will attend organizational meetings, in seniority groups of approximately 20 to complete the bumping process according to article 11.02 (b).
2. Sufficient information, including a brief description of the job qualifications and hours of work will be readily available in order for Educational Assistants to make their selection at this meeting,
3. Each Educational Assistant will be afforded Union representation during this process.

The Administration and the Union agree to meet following June 15, 1997 to review this process. This Letter of Understanding will be in effect until March 31, 1998.

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE WENTWORTH COUNTY  
BOARD OF EDUCATION**

**AND**

**CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 1572**

**(EDUCATIONAL ASSISTANT UNIT)**

**EFFECTIVE MARCH 31, 1996 - MARCH 31, 1998**



**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1572  
(EDUCATIONAL ASSISTANT UNIT)**

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