

COLLECTIVE AGREEMENT

between

THE DURHAM CATHOLIC DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer")

and

EDUCATIONAL ASSISTANTS  
REPRESENTED BY THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 218  
(hereinafter called the "Union")

SEPTEMBER 1, 2003 TO AUGUST 31, 2006

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**ARTICLE 1**      **PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

**ARTICLE 2**    **RECOGNITION**

2.01 The Employer, or anyone authorized to act on its behalf, recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees of the Employer engaged as Educational Assistants.

2.02 No employee shall be required or permitted to make a verbal or written agreement with the Employer or a representative which may conflict with the terms of this Collective Agreement.

2.03 In the event the Employer merges or amalgamates with another board in which the Employees therein are represented by another union, the Board shall make all reasonable efforts to ensure that the representation rights and the status quo of CUPE, Local 218, shall be maintained until a final determination is made under the Ontario Labour Relations Act as to the proper representation of the combined group.

**ARTICLE 3**     **MANAGEMENT FUNCTION**

3.01            The Union acknowledges that it is the exclusive function of the Employer to:

- (a)        maintain efficiency, order and discipline;
- (b)        hire, retire, discharge, direct, classify, establish new positions, transfer, promote, demote, lay-off and suspend or otherwise discipline employees provided that a claim by an employee with seniority that the employee has been the subject of a discriminatory promotion, demotion or transfer, or a claim that the employee has been discharged or disciplined without reasonable cause may be made the subject of a grievance and dealt with as hereinafter provided; and
- (c)        operate and manage its educational facilities in all respects in accordance with its commitments and responsibilities including the determination of the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Employer's facilities not otherwise specifically dealt elsewhere in this Agreement.

3.02            The above functions shall be exercised in a manner consistent with the other provisions of this Agreement.

3.03            The Employer has the right to make and implement reasonable rules and regulations. Any changes in such rules and regulations made by the Employer shall not be in conflict nor inconsistent with the provisions of this Agreement.

**ARTICLE 4**     **UNION RESPONSIBILITY**

4.01            The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered in this Agreement and

assumes a joint responsibility with the Employer in assuring a fair day's work on the part of its members.

**ARTICLE 5**    **NO DISCRIMINATION**

5.01            No discrimination or intimidation or coercion will be practiced or permitted by either the Employer or the Union, or any of their officers or representatives, against any employee or any representative of the Employer, by reason of, or arising out of the activities of the Employer, or out of trade union membership or activity, whichever is applicable, or by reason of race, colour, sex, age, creed, ancestry, ethnic origin, marital status, family status, handicap, political affiliation or religious affiliation.

**ARTICLE 6**    **CHECK-OFF**

- 6.01            (a)    All present members shall remain members and all future employees shall become and remain members of the Union.
- (b)    The Employer shall deduct from every employee bi-weekly dues and assessments.
- (c)    The T-4 Income Tax slips issued by the Employer shall state the amount of Union dues deducted from each employee.

**ARTICLE 6**    **CHECK-OFF** (cont'd)

6.02            All sums deducted pursuant to Section 6.01 will be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following that in which deductions were made, together with a list of employees in respect of whom deductions have been made, plus the addresses of any new employees added to the list.

- 6.03 The Union will save the Employer harmless in respect of any deductions or remittances made pursuant to this Article.
- 6.04 The Employer agrees to deduct authorized Credit Union contributions from each pay and have remitted, such deductions to The Oshawa Community Credit Union. The Employer's banking firm to forward such deductions to the said Credit Union. Any employee withdrawing shall not be allowed to re-enter the program during the life of this Agreement.
- 6.05 Temporary employees hired by the Employer for known periods of one month or more to replace regular employees absent for any reason shall not be subject to the terms of this Agreement except as to the check-off provision as provided for in Section 6.01(b).

**ARTICLE 7 ACQUAINTING NEW EMPLOYEES**

- 7.01 The Employer will acquaint new employees with the fact that the Union is the bargaining agent, and that there is a Collective Agreement in effect. The Employer will supply a new employee with a copy of the Collective Agreement at the orientation meeting, where a bargaining committee member shall be present.

**ARTICLE 8 CORRESPONDENCE AND COMMUNICATIONS**

- 8.01 (a) All correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Human Resources Manager and the Chairperson of the Durham Catholic District School Board Unit of CUPE with a copy to the Recording Secretary of the Local Union and a copy to the Supervisor of Educational Assistants.  
A copy of any written notice of reprimand and/or discipline issued to an employee shall be provided to the Chairperson and

the Recording Secretary of the Local Union.

- (b) A copy of the WSIB accident report which involves lost time and/or serious injury shall be sent to the Chairperson. The respective member shall be sent a copy of the Form 7, that the Board's Health and Safety Representative fills out on behalf of the Board regarding the employee, within five (5) working days of the accident. A copy of a summative incident report shall be sent to the chairperson of the bargaining committee on a bi-monthly basis.

8.02 The Employer will endeavour to meet with the bargaining committee of the Union and the President or designate for the interchange of ideas and information on matters of mutual interest and concern. There will be a minimum of four (4) meetings each school year subject to an agenda being prepared ten (10) days in advance and/or in emergency situations.

**ARTICLE 8**    **CORRESPONDENCE AND COMMUNICATIONS** (cont'd)

8.02 A recording secretary shall be appointed from one of the attendees in the meeting to record the minutes of the meeting. The minutes shall be distributed to those in attendance within ten (10) working days of the meeting. The minutes shall be reviewed and accepted at the next meeting.

8.03 Where a conflict exists between a staff member and an Educational Assistant, it is agreed the Employer and the Union shall meet in an effort to resolve the problem before action is taken.

**ARTICLE 9**    **LIABILITY INSURANCE**

9.01 (a) The Employer shall provide insurance

coverage to reimburse employees for all legal costs arising out of the defense of an employee as a result of the performance of duties providing the employee's actions were lawful. The coverage will be in accordance with limitations as outlined in the insurance policy.

- (b) No Educational Assistant shall be required to administer or perform injections, catheterization or shallow suctioning until they have received appropriate training as determined by the Durham Access to Care (DATC) Health professionals.

**ARTICLE 10 UNION REPRESENTATION**

- 10.01 The Employer acknowledges the right of the Union to elect or otherwise appoint a union committee from among the permanent employees, and will recognize and deal with such committee on any matter properly arising out of this Agreement, provided that not more than three (3) such committee members shall attend at meetings with management representatives. The Local Union President or designate shall be allowed to attend all meetings.
- 10.02 The Union agrees to supply the Employer with the names of the committee members, and will keep such list up-to-date at all times.
- 10.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer.
- 10.04 The Union acknowledges that the respective committee members have regular duties as employees to perform and that such persons will



not leave their regular duties without first obtaining the permission of the appropriate supervisor or their appointee. It is understood that committee members will not absent themselves from duties unreasonably and that, in accordance with this understanding the Employer will compensate the respective committee members at the regular rate of pay while attending negotiating meetings with management and while processing grievances. However, compensation will not be paid for such time spent outside the committee members' regular working hours.

**ARTICLE 10**    **UNION REPRESENTATION**

10.05            At any meeting between the Employer and an employee, at which discipline is to be imposed, the employee shall have the right to request the presence of a Union representative. The Employer shall notify the Chairperson of a meeting prior to any disciplinary action whenever possible.

**ARTICLE 11**    **NO STRIKE OR LOCK-OUT**

11.01            There shall be no strike or lock-out so long as this Agreement continues to operate.

**ARTICLE 12**    **SENIORITY**

12.01            A new employee will be placed on probation for a period of three (3) months during which time the employee will be subject to the terms of this Agreement, except for the right to grieve discharge in the three (3) months' probationary period. The probationary period may be extended by mutual agreement if the Employer notifies the Union of the intended extension before the end of the original probationary period.

12.02            Seniority is defined as the length of service in the bargaining unit and shall include service with the

Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit wide basis.

12.03 All employees covered by this Agreement shall, as of the effective date of this Agreement, have their seniority date established as of their last date of hire with the Employer or any employer amalgamated with the Durham Catholic District School Board.

**ARTICLE 12 SENIORITY** (cont'd)

12.04 Future seniority will then be accumulated by calendar service, with the exception that employees working less than full-time shall have their seniority accumulation pro-rated accordingly.

12.05 The Employer will maintain a seniority list showing the length of accumulated service in years and months for each employee as adjusted by Article 12.02 and 12.04.

Any employee may request information from the Employer relative to the employee's own seniority. A copy of the seniority list shall be supplied to each employee on or about January 31<sup>st</sup> of each year.

12.06 An employee will lose seniority in the event that:

- (a) the employee resigns;
- (b) the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) following lay-off, is notified by registered mail to the last address on the Employer's records to return to work and fails to notify the Employer within two (2) working days of such notification that the employee intends to return to work, or fails to return to work within five (5) working days of notification; and
- (d) the employee is laid off continuously for a

period of more than twelve months.

**ARTICLE 12 SENIORITY** (cont'd)

- 12.07 Subject to the provisions of Section 12.06, an employee who is absent from work by reason of sickness, accident, lay-off or authorized leave of absence shall not lose seniority.
- 12.08 The selection or appointment of employees for supervisory positions, or for any position outside the Bargaining Unit, is not governed by this Agreement, but if any employee is or has been so transferred back to a position within the Bargaining Unit, then service inside the Bargaining Unit plus a maximum of one (1) year's service outside the Bargaining Unit shall count towards seniority for the purpose of this Agreement.
- 12.09 A part-time employee transferred to a full-time position will be credited with seniority in an amount proportionate to the actual working time completed to the employee's credit as of the date of transfer.
- 12.10 The parties agree that all accommodation opportunities shall be exhausted within the respective CUPE Bargaining Unit prior to investigating opportunities in other CUPE Bargaining Units. An employee transferring from one CUPE Bargaining Unit under "Duty to Accommodate" shall begin to accumulate seniority from the date of transfer into the new Unit for job posting and promotion purposes. Board seniority shall continue for purposes of vacations, lay-offs, recalls and employee benefits. The Board shall work directly with the Chairpersons to ensure the transitions are done effectively and fairly with minimum disruptions.

**ARTICLE 13 LAY-OFFS AND RECALLS**

13.01 In the event of a reduction or lay-off of an Educational Assistant in a school, the reduction and/or lay-off shall be according to Board seniority in that school, providing the remaining employee meets the qualifications as set forth in the job description and is physically able to perform the position required. A surplus Educational Assistant, due to redundancies in school, shall be given preference according to seniority to fill posted jobs. In the event there are no existing vacancies, the employee shall be permitted to displace as per Article 13.02 (b) (ii).

13.02 (a) Employees shall be recalled in the order of their seniority subject to the provisions of 13.01.

(b) (i) Where it is necessary to recall employees, they shall be called in order of their seniority provided they meet the qualifications as set forth in the job description and are physically able to perform the function required;

(ii) Educational Assistants shall be given preference according to seniority to fill vacancies provided they meet the qualifications as set forth in the job description and are physically able to perform the function required;

(iii) If no vacancy exists, the redundant Educational Assistant may choose to exercise seniority by displacing an employee having less seniority providing the employee is capable and qualified to perform the work required;

**ARTICLE 13 LAY-OFFS AND RECALLS** (cont'd)

13.02 (b) (iv) In all circumstances when it becomes necessary to reduce, recall and place employees

according to seniority, the welfare of the students shall be given proper consideration.

- 13.03 No new employees shall be hired until all employees with seniority have been given an opportunity of recall.
- 13.04 Grievances concerning lay-offs shall be initiated at Step 2 of the Grievance Procedure.
- 13.05 The Employer agrees to continue to pay the percentages of premiums for the benefit plans as outlined in Article 28 for employees laid off for periods of six (6) months or less.
- 13.06 In the event of a longer lay-off, employees so affected shall have the right to continue those coverages through direct payment to the Employer subject to limitations laid down by the carrier of the plan.

**ARTICLE 14** **JOB POSTINGS AND TRANSFERS**

- 14.01 (a) When the Employer decides to create a new job, the Employer shall place notices of such new jobs (for a minimum of five (5) working days) in all schools in which Educational Assistants are employed.

No outside applications for any vacancy shall be considered until the applications of present bargaining unit members have been fully processed.

**ARTICLE 14** **JOB POSTINGS AND TRANSFERS** (cont'd)

- 14.01 (a) The parties agree that transfers, through the job posting procedure, may not be affected until the start of the next school year.

When a position becomes vacant or a new one is created between June 30<sup>th</sup> and

September 30<sup>th</sup> of the school year, it shall be filled by a regular employee on a temporary basis until the end of the next school year. The employee shall be subject to the terms and conditions of this Collective Agreement. The Educational Assistant hired or transferred will be notified that their placement is temporary, subject to the provision of this Article. A copy of all positions that are filled shall be immediately forwarded to the union.

If an employee is currently working in a half-time position or in two half-time positions and a full-time position becomes available in one of the schools in which the employee is working, the employee may request the position.

All positions that were filled after June 30<sup>th</sup> of the previous year shall be subject to two (2) sets of postings (the original and the one resulting vacancy) on May 15<sup>th</sup> and completed before June 30<sup>th</sup> of that school year. Notices of these positions shall be posted for a minimum of five (5) working days in all schools in which Educational Assistants are employed.

**ARTICLE 14**    **JOB POSTINGS AND TRANSFERS** (cont'd)

- 14.01            (a)    Those Educational Assistants who have been filling these positions since the commencement of school in September must re-apply for these positions. Priority will not necessarily be given to those candidates. However, only in the case where the qualifications (as per the Collective Agreement) are equal will seniority be used to fill the position.

The Employer agrees to consider written applications submitted to the

Superintendent of Human Resources. Applicants will be considered as per the provision of Article 13.

Educational Assistants not returning to employment at the beginning of the following school year shall advise the Employer of their resignation as soon as possible and no later than the end of the preceding April.

Employees who have applied for a new position or vacancy in accordance with Article 14 and have not been successful shall be given the opportunity of a debriefing session, upon the request of the employee.

14.01 (b) Transfers

In making transfers, the Employer shall consider the following three (3) factors in determining which employees are selected:

**ARTICLE 14** **JOB POSTINGS AND TRANSFERS** (cont'd)

14.01 (b) Transfers (cont'd)

- (i) The welfare of the students shall be given proper consideration when transferring Educational Assistants;
- (ii) The Educational Assistant requesting the transfer is physically able to handle the responsibilities of the position; and
- (iii) When the factors listed in 1. and 2. are met between two (2) or more candidates, seniority shall govern."

- (c) Educational Assistants are assigned to the school by the Superintendent of Human Resources through input from the Family of Schools Superintendent. Educational Assistants shall be under the direction, supervision and evaluation of the principal of the school in collaboration with the Supervisor of Educational Assistants.

14.02 Any employee who has given good and faithful service to the Employer and who has become unable to do the customary work will be given consideration for any work available and within the employee's capabilities.

14.03 The Union shall be notified of all hirings, lay-offs, permanent transfers, promotions and terminations of employment within ten (10) working days.

**ARTICLE 14** **JOB POSTINGS AND TRANSFERS** (cont'd)

14.04 The Employer agrees to post courtesy job postings for newly-created permanent positions which are not covered by this Agreement prior to advertising outside the Employer. The Union agrees that the selection of the successful applicant shall be at the sole discretion of the Employer and is not subject to this Agreement or to arbitration.

**ARTICLE 15** **GRIEVANCE PROCEDURE**

15.01 Regular Employee Grievance

In the event that an employee has a grievance with respect to the interpretation, application, administration or alleged violation of this Agreement by the Employer, it shall be heard in the following manner:

Informal Step

Before being considered a grievance, the employee shall first attempt to resolve the dispute verbally with the immediate supervisor/Principal. In this discussion, the employee may be accompanied



by a Union representative. Failing a resolution, the matter may become the subject of a grievance and be dealt with as follows:

Step 1

If the Committee considers the grievance justified, a grievance shall be completed on a standard form supplied by the Union, and submit the grievance to the Human Resources Manager with a copy to the Supervisor of Educational Assistants no later than ten (10) working days of the incident or occurrence of the grievance.

**ARTICLE 15** **GRIEVANCE PROCEDURE** (cont'd)

15.01 Step 1 (cont'd)

The employee(s) concerned, with a member of the Union Committee, shall take the matter up within five (5) working days, or such time as is mutually agreeable between the Employer and the Union, with the Human Resources Manager and/or designates. The Employer shall respond in writing within five (5) working days.

Step 2

In the event the grievance remains unsettled to the satisfaction of the employee, the matter will be referred to the Director of Education within a five (5) working day period from the response at Step 1 and a meeting shall be convened within five (5) working days or such time as is mutually agreeable between the Employer and the Union, at which time the grievance will be discussed. The Director of Education will then render the Employer's decision in writing within five (5) working days of the date of such meeting.

Step 3

If no settlement can be reached and the grievor wishes to continue the grievance, the grievor and/or representatives of the Union on the grievor's behalf, shall request a meeting with a

Committee of the Employer within five (5) working days after receipt of the Director of Education's reply. The Committee of the Employer shall convene, within ten (10) working days of receipt of the request or such time as is mutually agreeable between the Employer and the Union to review the grievance. The written decision of the Committee of the Employer shall be given within fifteen (15) working days following the convening of the meeting.

**ARTICLE 15** **GRIEVANCE PROCEDURE** (cont'd)

- 15.02 Either party may initiate a grievance arising out of any difference between them as to the interpretation, application, administration or alleged violation of this Agreement. Step 1 of the grievance procedure shall be eliminated in such policy grievances and the processing of the grievance(s) will commence with a meeting between the Director of Education and the Union Committee to be held within five (5) working days of receipt by the non-grieving party of the written statement of the grievance.
- 15.03 A claim by an employee with seniority that the employee has been discharged without reasonable cause shall be treated as a grievance if a written statement of the grievance, signed by the employee and a committee person, is lodged with the Employer within five (5) working days after the employee ceases to work. Step 1 of the grievance shall be eliminated in such discharge grievances and the processing of the grievance will commence at Step 2.
- 15.04 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees or the President of the Local Union when processing any grievance.
- 15.05 A record of an employee shall not be used against the employee at any time after twenty-four (24) months following a suspension or disciplinary action including letters of reprimand or any adverse reports.

An employee may request any adverse letter or report to be removed from the file following the twenty-four (24) month period in accordance with the Employer established administrative procedure.

**ARTICLE 15** **GRIEVANCE PROCEDURE** (cont'd)

15.06 The time limits in this Article may be extended by mutual agreement between the parties.

**ARTICLE 16** **ARBITRATION**

16.01 If a grievance remains unsettled following the appropriate procedure set forth in Article 15, it may be submitted to arbitration, provided that the party seeking arbitration notifies the other party in writing to that effect not more than ten (10) working days after the date of the rendering of the final decisions under Article 15.

A Board of Arbitration shall be established in the manner provided in The Labour Relations Act as amended from time to time.

16.02 Each party shall bear the expenses of its representatives, witnesses, and the preparation and presentation of its own case. Each party shall be responsible for the expenses of its own nominee to the Arbitration Board. The expenses of the Chairperson shall be shared equally by the parties.

16.03 The Arbitration Board shall have no power to alter or amend any of the provisions of this Agreement, or to substitute any new provisions for existing provisions, or to give any decision inconsistent with the provisions of this Agreement.

16.04 In cases involving discharge, the Arbitration Board may confirm the action of the Employer, or may reinstate the employee with full or partial compensation for time lost, or may render such other decision or provide such other remedy as it may in its discretion consider just and equitable.

**ARTICLE 17** **FIRST-AID KITS**

17.01 First-aid kits shall be supplied and maintained by the Employer and kept in places that are easily accessible to all the employees.

**ARTICLE 18 WAGES**

18.01 Wage rates are set forth in Schedule "A" annexed which is hereby declared to form part of this Agreement.

18.02 In the event a regularly scheduled pay day falls during the Christmas and/or Winter Break, that pay shall be received on or before the Thursday preceding that break and will be dated for the last Thursday preceding the break.

18.03 Educational Assistants shall be paid twenty-two (22) equal payments and the adjustments to vacation pay shall be included in each of the twenty-two (22) pays. Time off with pay during the Christmas and Winter Breaks shall be considered the two (2) week vacation period for all employees with less than three (3) year's service.

18.04 The Employer will have its banking firm deposit the pay of each Educational Assistant in an account designated by the Educational Assistant. On or before each scheduled pay day, every Educational Assistant shall receive an itemized statement of deductions. The statements will be addressed individually and in envelopes.

18.05 In the event that a new position is created, the wage rates to be applied thereto will be negotiated with the Union and shall be subject to arbitration as to both rate and effective date.

**ARTICLE 19 HOURS OF WORK AND OVERTIME**

19.01 (a) Secondary Educational Assistants

The normal work week shall be thirty (30) hours a week comprised of five (5), six (6) hour days, Monday to Friday inclusive.

The hours of work shall be consecutive. Educational Assistants shall be granted a lunch break with a minimum of forty (40) uninterrupted minutes to be established by the Principal of the school.

Employees shall be paid at the rate of time and one-half for all authorized work performed in excess of six (6) hours per day. Overtime shall be pre-authorized by the Director of Education or Superintendent of Education - Human Resources.

(b) Elementary Educational Assistants

The normal work week shall be thirty-one (31) hours and forty (40) minutes a week comprised of five (5), six (6) hour and twenty (20) minute days, Monday to Friday inclusive. The hours of work shall be consecutive. Educational Assistants shall be granted a lunch break with a minimum of forty (40) uninterrupted minutes to be established by the Principal of the school.

Employees shall be paid at the rate of time and one-half for all authorized work performed in excess of six (6) hours and twenty (20) minutes per day. Overtime shall be pre-authorized by the Director of Education or Superintendent of Education -Human Resources.

**ARTICLE 19 HOURS OF WORK AND OVERTIME** (cont'd)

19.01 School starting and stopping times and reporting times shall be as determined by the Director of Education or designate.

The working year shall begin as of the first teaching day in the school year and shall end as of the last teaching day in the school year. In the event the first or last day(s) is a professional activity day, the Educational Assistant must be in attendance in order to be paid for that day(s).

Professional Activity Days are mandatory and Educational Assistants must attend to be paid.

An Educational Assistant who goes on an overnight trip to facilitate the needs of the special needs student shall be compensated in time in-lieu. This lieu time shall not impact on the other Educational Assistants in the building and the time to be taken off agreed to by the Principal of the school. Such trips shall be decided on a volunteer basis and whenever possible be shared equitably amongst the Educational Assistants who volunteer.

Lieu time shall be determined as one overnight stay equals one day in lieu time, two overnight stays equals two days in lieu time, and so on.

**Note: It is agreed that for EA's working in Elementary Schools for the School year of 2003/04 that are currently working at a school that have a lunch period less than 60 minutes, in order to facilitate the additional twenty minutes per day, that the EA may choose to sign a waiver in accordance with the ESA to shorten their 40 minute lunch period to twenty minutes instead of extending their work day.**

19.02 The Employer will grant a fifteen (15) minute rest period during the a.m. and a like period during the p.m.

**ARTICLE 20 VEHICLE ALLOWANCE**

20.01 Employees requested to use their own vehicles for business purposes or when traveling between two schools will be reimbursed according to the rate as set by the Employer.

**ARTICLE 21 VACATIONS**

- 21.01
- (a) Time off with pay during the Christmas and Winter Breaks shall be considered the two week vacation period for all employees with less than three (3) year's service.
  - (b) Employees who have completed three (3) year's service shall be paid six (6%) percent vacation pay.
  - (c) Employees who have completed eight (8) year's service shall be paid eight (8%) percent vacation pay.
  - (d) Employees who have completed seventeen (17) year's service shall be paid ten (10%) percent vacation pay.
  - (e) Employees who have completed twenty-five (25) year's service shall be paid twelve (12%) percent vacation pay.

**ARTICLE 22 HOLIDAYS**

22.01 The work year is the school year and employees will be eligible to enjoy all statutory holidays that fall within. The Statutory shall include Easter Monday and Labour Day.

**ARTICLE 23 LEAVE OF ABSENCE**

23.01 The Employer may grant a leave of absence, with or without pay, to an employee required to be absent for personal reasons.

23.02 Leave of absence with pay shall be granted to duly elected delegates not exceeding four (4) in number from the Bargaining Committee of Local 218 for attendance at Union Conventions and Union Business meetings. Such leave shall not exceed a total of forty-five (45) person days in any one (1) calendar year for the Bargaining Committee. The Employer will consider additional days upon request and justification.

Requests for leaves of absence for bargaining committee members shall be sent to the Human Resources Manager for approval with a copy to the Supervisor of Educational Assistants.

23.03 (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without pay and without loss of benefits or seniority, so that the employee may be a candidate in federal, provincial or municipal elections.

**ARTICLE 23 LEAVE OF ABSENCE (cont'd)**

23.03 (b) An employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority during the original term of office. This may be extended to a further term, at the discretion of the Employer.



- (c) An employee who is elected or selected for a full-time position with the Union or any body with whom the Union has affiliations shall be granted a leave of absence without pay and without loss of seniority for a period of up to two (2) years.

Such leaves shall be renewed once only upon request for a period of up to two (2) years. No more than two (2) employees will be granted a leave in any one year.

- (d) An employee who elects to return to an educational institution on a full-time basis to upgrade the employee's education shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. No more than two (2) employees will be granted a leave in any one (1) year.

- (e) All applications for leave of absence shall be made in written form, and if granted, shall be granted in written form.

- (f) The Chairperson of the Committee shall be allowed one (1) day off per month without pay and, upon request, another one (1) day off without pay will be considered, to attend to Union business, subject to the condition that the workplace is not unduly affected by the absence and proper written notice is given.

**ARTICLE 23 LEAVE OF ABSENCE** (cont'd)

23.04 Bereavement/Compassionate Leave

- (a) Upon the death of a relative, an employee shall be granted a compassionate leave of up to five (5) working days, depending upon the time of bereavement in relation to the normal time off and the degree of relationship of the deceased, without loss of pay.

Upon the written notification to the

Superintendent of Education-Human Resources, the following bereavement leaves will be approved.

- (i) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of five (5) working days for the purpose of attending or arranging a funeral in the immediate family. The immediate family shall be defined as the spouse, parent, child, brother, sister, guardian or a person who stands in "local parentis".
- (ii) An employee shall be entitled to a leave of absence with pay and no deduction of sick leave credits up to a maximum of three (3) working days for the purpose of attending or arranging a funeral for the father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, or grandchild.

**ARTICLE 23 LEAVE OF ABSENCE (cont'd)**

23.04 Bereavement/Compassionate Leave (cont'd)

- iii) An employee shall be entitled to a leave of absence of a full or partial day with pay and no deduction of sick leave credits for the purpose of attending the funeral of a relative other than those mentioned above.

- (b) In the event that bereavement/illness occurs during an employee's vacation period, the employee shall be granted equivalent eligible days off at the time mutually agreed to by the employee and the Board. Time off for illness shall be supported by a doctor's note. Time off for bereavement shall be supported by a copy of the death notice. These days shall be taken within one (1) calendar year.

23.05 Jury Duty

The Employer shall make up the difference, if any, between jury pay and the employee's regular pay for any time during which an employee is required to perform jury service, or subpoenaed by the Crown as a witness.

23.06 Pregnancy/Parental Leave

The intent of this section shall conform with the Employment Standards Act, as amended from time to time.

The Employer, if requested, shall grant a pregnancy or parental leave to an employee not to exceed a total of two (2) years.

23.06 Pregnancy/Parental Leave (cont'd)

The employee will return to their own job provided their leave is no longer than one (1) year. Where a technological change and/or procedural changes have occurred, the employee shall receive appropriate training in order to fulfill the requirements of the job. An employee who extends the leave beyond the one (1) year period shall be placed in a comparable position as held prior to the leave.

The Employer shall provide for employees on pregnancy or adoption leave a supplementary unemployment benefit plan which provides a payment of seventy percent (70%) of salary for the two-week waiting period. Such a plan shall be registered with and approved by Human Resources Development Canada. Effective November 1, 2002, parental leave will be included in this leave.

The employee shall accumulate sick leave credits at the rate of two (2) days per month while absent on pregnancy and parental leaves for times as recognized by the Ontario Employment Standards Act. Sick leave credits shall not be granted to employees for extended leaves of absences requested beyond these times.

23.07 Adoption Leave

An employee shall be granted leave without deduction from salary to a maximum of two (2) days for needs related to the legal adoption of the employee's child.

**ARTICLE 23 LEAVE OF ABSENCE** (cont'd)

23.08 Paternity Leave

An Educational Assistant shall be granted a leave without deduction from salary of two (2) days related to the birth of his child.

The time off may be taken:

- (a) the day previous to the birth;
- (b) the day of the birth;
- (c) within five (5) working days of the birth;
- (d) the day of discharge of the child from the hospital.

23.09 The Employer shall grant a leave of absence to the employee to be absent for professional purposes approved by the Employer, including examinations and graduations above secondary school level. The Employer agrees that a leave of absence without pay may be granted to an employee to attend their spouse's or child's post secondary school graduation.

#### **ARTICLE 24 BULLETIN BOARDS**

24.01 The Employer will provide bulletin boards at appropriate locations for the use of the Union. Matters posted will be restricted to:

- (a) notices of union meetings;
- (b) notices of union elections or appointments;
- (c) notices of results of union elections; and
- (d) notices of union recreational and social activities.

**ARTICLE 25 SICK LEAVE**

25.01 Sick Leave is leave of absence on full pay by reason of incapacity due to illness or injury.

An Educational Assistant whose presence is necessary for the special needs of certain students, as determined by the Employer, shall be replaced on the first day of absence due to illness. Others shall be replaced on the second day of absence due to illness.

25.02 Sick leave days, if unused, will accumulate to a maximum of two hundred and sixty (260) calendar days.

25.03 An employee with seniority shall be eligible for two (2) days sick leave with pay for each completed calendar month of employment, following completion of the probationary period. Employees working less than full-time, shall be eligible to receive sick leave credits pro-rated in accordance with the time worked for each completed calendar month of service following completion of the probationary period.

25.04 A retiring employee is one who ceases to be employed by the Employer and applies for and

receives a retirement pension.

25.05 If the employee is absent for three (3) consecutive working days or more, a medical certificate may be required certifying that the employee is unfit to perform the regular duties. In addition, the Employer may have the right, if it considers it necessary, to have the employee medically examined by a physician of the Employer's choosing.

25.06 Leave of absence without pay on the grounds of incapacity due to illness or injury, shall be granted to any employee who has no sick leave accumulated to the employee's credit.

**ARTICLE 25 SICK LEAVE** (cont'd)

25.07 Sick leave shall not accumulate in respect of any period during which an employee is absent from employment on account of lay-off or authorized leave of absence without full pay.

25.08 On or about December 31st in each year, an accounting of each employee's accumulated sick leave will be mailed to each employee, and a copy will be sent to the Recording Secretary of the Local Union.

25.09 If an employee is prevented from performing the regular work with the Employer because of an occupational accident that is recognized by the

Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, the Employer will supplement the compensation provided by the Workplace Safety and Insurance Board for the loss of wages to the employee from the employee's sick leave credits by such an amount that the compensation of the Workplace Safety and Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one hundred (100%) percent of the employee's regular wage after normal income tax deductions, considering the tax free status of Workplace Safety and Insurance Board income.

**ARTICLE 26 QUARANTINE**

26.01 An employee shall be entitled to salary notwithstanding absence from duty where, because of exposure to communicable disease, are quarantined or otherwise prevented by the order of the Medical Office of Health/Doctor from attending. These absences shall include being



exposed to and infected by pediculosis (head lice). The Educational Assistant shall retain their full daily rate and be deducted .5 sick leave credit for each day absent. In the event that an Educational Assistant has exhausted their sick leave credits, the Educational Assistant shall receive .5 of the daily rate for each day absent.

**ARTICLE 27 CLOTHING AND/OR UNIFORMS**

27.01 The Employer shall provide protective or special purpose clothing (monogrammed coloured smocks or monogrammed coloured lab coats) where required.

**ARTICLE 28 EMPLOYEE BENEFITS**

28.01 The Canada Pension Plan and the O.M.E.R.S. Plan, as currently integrated, will be continued.

The Employer will contribute one hundred (100%) percent of the premiums for the following employee benefits.

A child who is a full-time student attending an educational institution recognized by Revenue Canada is also considered an eligible dependent until the age of 26 as long as the child is entirely dependent on the employee for financial support.

**ARTICLE 28 EMPLOYEE BENEFITS** (cont'd)

28.02 Extended Health Care Plan

- (a) Prescription Drugs - \$10/\$20 deductible
- (b) Vision Care - maximum \$200/annum for dependent children and a maximum of \$300 every two (2) years for adults towards the purchase of contact lenses or eyeglasses or corrective laser eye surgery.
- (c) Private Hospital Coverage
- (d) Hearing Aids - \$300 every three (3) years
- (e) Effective the first day of the month following ratification of the Collective Agreement, one hundred percent (100%) of the costs, after the employee pays the deductible, will be covered for the following paramedical specialists, up to the maximum indicated below:
  - (i) licensed physiotherapists, speech therapists, massage therapists, naturopaths or Christian Science Practitioners to a maximum of \$300 per person in a benefit year for each category of paramedical specialists.

- (ii) licensed osteopaths, chiropractors or podiatrists, including a maximum of one x-ray examination per specialty each benefit year to a maximum of \$300 per person in a benefit year for each category of paramedical specialists.

Effective September 1, 2005, the maximum of \$300 will be increased to \$325.

**ARTICLE 28 EMPLOYEE BENEFITS** (cont'd)

28.03 Group Term Life Insurance

Group Term Life Insurance with Accidental Death and Dismemberment Benefits in the amount of \$45,000 or two (2) times annual salary, whichever is greater effective the first month after ratification.

Effective September 1, 2005, the Group Term Life Insurance with Accidental Death and Dismemberment Benefits in the amount of \$50,000 or 2.5 times annual salary, whichever is greater.

Employees covered under these benefits have the option to purchase, at their own expense,

additional Life Insurance in blocks of \$20,000, \$40,000, \$60,000 or \$80,000.

28.04 Flexident Dental Care Plan

- (a) Preventative - \$1,500/annum.
- (b) Restorative (Dentures) - \$1,000 every five (5) years. Major Restorative Plan including Dentures at the foregoing level with Caps, Crowns and Bridges -70% insurance paid and 30% employee paid (co-insurance) with a \$2,000 annual combined maximum.
- (c) Orthodontic - \$1,500/lifetime (dependent children only)

Each January the O.D.A. Fee Schedule shall be updated to the schedule of the preceding calendar year.

**ARTICLE 28 EMPLOYEE BENEFITS** (cont'd)

28.05 Long-Term Disability Plan

The Employer will pay one hundred (100%) percent of the premium for a Long-Term Disability Plan with benefits at 73-2/3% of gross monthly salary to a maximum of \$3,000.

28.06 Dependent Life Insurance

Employees covered under the Employer's Benefit Plan may purchase, at their own expense, dependent's insurance in the amount of \$20,000

for spouse and \$5,000 for dependent children. Such insurance shall be subject to the insurer's requirements concerning medical evidence.

28.07 It is further agreed that benefits specifically provided for in this Agreement will commence on the first day of the month following date of hire.

For more detailed information on benefits, refer to the booklets provided by the insurance company. The benefits as described in these booklets shall be the determining factors for health benefit coverage.

28.08 Part-Time Benefits

Employees working less than full time hours shall be allowed to participate in employee benefits, but the Employer's share of premium costs shall be pro-rated on the basis of the percentage of time worked.

**ARTICLE 28** **EMPLOYEE BENEFITS** (cont'd)

28.09 Early Retirees

The parties agree that employees who retire early shall have 75% of the premiums for O.H.I.P./Ontario Health and Extended Health, including Vision Care and Dental, paid by the Employer until the age of 65. A retiring employee under this provision is defined as one who has ten (10) years of service or more and who has reached the age of 55 and not taken up other employment.

Early retirees shall be allowed to purchase the Board's life insurance plan until age 65 at one-hundred percent (100%) of the cost to the early retiree.

- 28.10 (a) An employee shall accumulate seniority while on Long-Term Disability for a period of up to two (2) years.
- (b) The Employer shall pay, on behalf of an employee while on Long-Term Disability, all premiums and contributions for all Employee Benefit Plans.

This clause applies only to Employee Benefit Plans which are in existence at this time.

- (c) An employee who is no longer deemed disabled under the provisions of the Long-Term Disability Plan shall be placed in the former or equivalent position with the Employer, provided the employee is capable of performing the duties of the position and provided the employee does not replace an employee who holds more seniority.

**ARTICLE 28** **EMPLOYEE BENEFITS** (cont'd)

- 28.10 (d) The benefit level and coverage outlined in Article 28 shall be maintained during the term of this Agreement. Should the Employer wish to change carriers during this term, they shall notify the Union in writing and discuss such change with the Union.

28.11 **Spousal Benefits**

Upon the death of an employee, the Employer will continue benefits for the spouse and/or dependents for a period of two (2) years.

**ARTICLE 29** **TEMPORARY HELP**

- 29.01 The Employer agrees that no regular employee shall be replaced on a permanent basis by any

non-bargaining unit person. This will not prohibit the Board from hiring temporary persons to cover leaves of absence, sickness or peak load conditions.

- 29.02
- (a) The Employer shall not have bargaining unit employees' work done by anyone outside the bargaining unit unless in case of emergency.
  - (b) Volunteers may be used to enhance the services provided by the Board but they shall not be used to replace or reduce the hours of work of a bargaining unit employee.

**ARTICLE 30 RETIREMENT**

30.01 All employees covered by this Agreement shall retire no later than the last day of the month in which the employee attains the age of sixty-five (65) or on June 30th next, following the employee's sixty-fifth (65th) birthday, whichever the employee so elects. Notwithstanding the above, the employee, upon request, may be granted a one (1) year's extension of employment, provided the employee submits medical proof of ability to perform the normal requirements of the job. The examining physician shall be chosen by mutual agreement by the Employer and the employee.

Employees, if they so decide, will be allowed to retire prior to age sixty-five (65) in accordance with O.M.E.R.S. regulations.

**ARTICLE 31 EMPLOYMENT OF HANDICAPPED**

31.01 In the event that the Employer wishes to employ a person who has a disability that constitutes a

handicap (as defined in Section 9 (b) of the Human Rights Code) in the performance of any work to be done by such person or employee for the Employer, the Employer may, with the consent of the Local Union and the person or employee concerned or the parent or guardian thereof, enter into an arrangement which provides for a wage rate, benefits and/or hours of work less than those provided in this Agreement. Where authorization from the Director of Employment Standards is required for such purpose, the Employer shall make application thereof.

**ARTICLE 32 SUPERVISION AND YARD DUTIES**

32.01 Educational Assistants will share equally, with the teaching staff, in the supervision of the school as assigned by the principal.

Any Educational Assistant required to supervise a child individually during a break shall take their fifteen (15) minute break either before or after the scheduled time.

**ARTICLE 33 SUPPLY TEACHER COVERAGE**

33.01 Educational Assistants, upon request by the Principal/Vice-Principal, may provide coverage during teacher meetings or the absence of the regular teacher until such time as a supply teacher reports.

**ARTICLE 34 HEALTH AND SAFETY**

34.01 The Board shall conform with the Occupational Health and Safety Act. The Employer shall ensure that all Joint Health and Safety Act Committee members are provided with all Employer information pertaining to health, safety and work environment issues.



34.02 The Union and the Employer agree that issues involving workplace aggression or violence shall be brought to and discussed in the Labour Management Committee meetings and may be referred as necessary to the Joint Health and Safety Committee. This shall not include any student programming issues and/or student discipline issues.

**ARTICLE 34 HEALTH AND SAFETY** (cont'd)

34.03 The Employer shall maintain and apply a workplace harassment procedure in accordance with its obligations pursuant to the Ontario Human Rights Code.

34.04 The Employer agrees to continue to involve the Union in the Disability Management Program.

**ARTICLE 35 JOB SECURITY**

35.01 No bargaining unit employees shall be terminated, laid-off, or have their regularly scheduled work day or regularly scheduled work week reduced as the result of the Employer contracting out any of its work or services.

**ARTICLE 36 RETROACTIVITY**

36.01 This Agreement shall be retroactive with respect only to wages.

**ARTICLE 37 DURATION OF AGREEMENT**

37.01 This Agreement shall come into effect from September 1, 2003 thereof and shall remain in effect until August 31, 2006 and will continue to be in force from year to year thereafter, unless written



**SCHEDULE "A"**

**SALARIES AND ADDITIONAL ALLOWANCE**

**BAND 5**

<b>Steps</b>	<b>Sept. 1 2003 2%</b>	<b>Jan. 1 2004 1%</b>	<b>Sept. 1 2004 2%</b>	<b>Mar. 1 2005 1%</b>	<b>Sept. 1 2005 2%</b>	<b>Mar. 1 2006 1%</b>
<b>1</b>	\$17.41	\$17.59	\$17.94	\$18.12	\$18.48	\$18.66
<b>2</b>	\$18.31	\$18.49	\$18.86	\$19.05	\$19.43	\$19.63
<b>3</b>	\$19.26	\$19.45	\$19.84	\$20.04	\$20.44	\$20.64

**Additional Allowance**

The Employer shall pay 100% of tuition fees for courses of study offered through an accredited educational institution that is job related that an employee enrolls in upon successful completion of the course in accordance with Administrative Procedure #427.

In order for the employee to be eligible to receive reimbursement, the employee shall apply in writing and provide details of the cost and a course outline to the immediate supervisor. If approved by the immediate supervisor, the request shall be forwarded to the Superintendent of Education - Business for Employer approval.

The Employer shall have the right of approval or disapproval of the application of the employee.

### **LETTER OF UNDERSTANDING**

The Board will commit to convene, on a bi-monthly basis, the AdHoc Educational Assistant Safety Committee.

The purpose of this committee will be:

- to ensure awareness of and compliance with the requirements of the WSIB reporting process including a thorough debriefing between the school administrator and Educational Assistant of situations where the Educational Assistant has been subjected to aggressive behaviour and/or injury;
- to provide a forum for the discussion of issues relating to injury or potential injury of Educational Assistants in the performance of their duties particularly in supporting students with exceptional needs;
- to creatively develop ideas to support staff in responding effectively to injurious and/or aggressive behaviour; and
- using these ideas, to collaboratively develop procedures and practices aimed at prevention, response and consistent reporting of injurious and/or aggressive behaviour.

The committee will be composed of:

- Superintendent of Education - Student Services (Chair);
- Two (2) representatives from the Educational Assistant Bargaining Unit to be determined by the Bargaining Unit;
- Representative of the Principal's Association;
- Supervisor of Educational Assistants;
- Resource Teacher for Students with Special Programming Needs; and
- Additional Board staff - to serve as resource as required.