

Collective Agreement

Between

The Halton District School Board

and

The Halton District Educational Assistants'
Association

Begins:

09/01/2006

Terminates:

08/31/2008

12466 (04)

Source:

Employees:

Received **by**:

Date: 05/23/2007

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose	1
2	Recognition	2
3	Management Rights	5
4	Association Dues	7
5	Association Representation.....	8
6	No Strikes and Lockouts	9
7	Interpretation and Definitions.....	10
8	Seniority	13
9	Grievance Procedure	15
10	Arbitration	17
11	Posting.....	19
12	Layoff.....	21
13	Leaves of Absence	23
14	Parenting Leave	27
15	Sick Leave Plan.....	30
16	Vacation Entitlement.....	32
17	Benefit Plans	33
18	Retirement Policy	35
19	Hours of Work	36
20	Overtime	38
21	Statutory Holidays	39
22	Correspondence.....	41
23	Health and Safety	42
24	Surplus and Redundancy Process	43
25	Professional Development	44
26	Salary Schedule.....	45
27	Travel Allowance.....	53
28	Term of Agreement	54
	Letters of Agreement:	
	- Long Term Disability Income Protection Insurance Plan.....	56
	- Supervision During Lunch Time.....	57
	- Professional Development Supply Coverage.....	58
	- EA's/Short-Term Occasional Teachers.....	59
	- Union Release	60
	- Supervision.....	61
	- Professional Development Days	62
	-Hours of Work Committee.....	63
	- Release Time for Core Team/Case Conference.....	64
	- Job Evaluation.....	65
	Appendix I.....	66

ARTICLE 1 • PURPOSE

1.01

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

1.02

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

ARTICLE 2 - RECOGNITION

2.01

The Board recognizes the Association **as** the sole bargaining agent of all Educational Assistants employed by the Halton District School Board in any grade from Junior Kindergarten to Grade 12. Casual/Supply Educational Assistants are members of the Association; however, only Articles within the Collective Agreement outlined in Appendix I apply to Casual/Supply Educational Assistants.

2.02

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

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

2.03

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

2.04

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

2.05

An employee Relations Committee shall be established with no more than four **(4)** representatives of the Association and the Board to discuss matters of concern. The Committee shall meet as required **at** the request of either **party** to discuss matters of concern.

ARTICLE 2 - RECOGNITION (Continued)

2.06

The Association shall have access to its members for Association business at all schools and workplaces provided that this does not interrupt the work day.

The President or designate must notify the school office on arrival. If the meeting is with school administration, agenda items must be provided prior to arrival.

Union leave shall be granted to representatives of the Union for the purpose of carrying out Union business to a maximum of forty-eight (48) days per school year. The maximum number of representatives to be granted such leave shall be six (6) at any one time.

An employee on any of the foregoing leaves shall receive the pay and benefits provided in this agreement. The Union shall reimburse the Board for all pay and benefits for the period of absence of the employee who is out on leave. The Union shall endeavour to give the Board a minimum of 5 days advance notice of any such request.

2.07- No Discrimination. No Harassment

The Board and the Association agree that:

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

2.08

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

ARTICLE 2 – RECOGNITION (Continued)

2.09

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

2.10

The Board shall grant an unpaid leave of absence for a full school year for the conducting of Association Business, to a maximum of 2.5 F.T.E. Members recommended by the Bargaining Unit, Notification to the Board will be required by June 1st of the previous school year.

2.11

Any Member(s) on leave under Article 2 shall be granted such leave Without loss of salary, fringe benefits, years of service With the Board for seniority purposes, sick leave or any other benefits that would accrue to the Member(s) under the Articles of this Agreement provided the Bargaining Unit reimburses the Board for the costs arising from leaves granted under 2.10, based on the start rate of the appropriate salary grid for the replacement Member, benefit costs, vacation entitlement and other statutory benefits.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01

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

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

Effective December 13, 2006

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

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

ARTICLE 3 - MANAGEMENT RIGHTS (Continued)

3.02

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

3.03

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

3.04

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

3.05

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

3.06

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

3.07

The Board and the Association agree that allegations of harassment will be investigated.

ARTICLE 4 -ASSOCIATION DUES

4.01

The Board agrees to deduct from the wages of each employee in the bargaining unit a specified uniform amount equivalent to the regular monthly dues according to the Association's by-laws.

4.02

Such deductions shall be made from each pay a member receives based upon an amount/percentage authorized by the Association. All dues so deducted shall be remitted to the Treasurer of the Association no later than the last Friday of the month in which the dues were deducted. A list of names of employees, for whom dues have been deducted shall be provided to the Association President.

4.03

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

4.04

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

4.05

The Board shall supply by no later than the 15th of the month the President of the Association with the names, addresses, telephone numbers and location of assignment of all bargaining unit employees as of November 1st and February 1st of each school year.

4.06

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

ARTICLE 5 - ASSOCIATION REPRESENTATION

5.01

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

5.02

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

5.03

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

5.04

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

5.05

An employee involved in a disciplinary action or discharge being taken against the employee will have a representative of the Association present at the time of the disciplinary action or discharge.

ARTICLE 6 - NO STRIKES AND LOCKOUTS

6.01

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

6.02

The Board agrees that there will be no lockout (within the meaning of the Ontario Labour Relations Act) during the life of this agreement.

6.03

When other Board employees are on strike or lockout, an employee shall carry on their regular duties to the best of the employee's ability, without assuming any functions or responsibilities that are normally discharged by the Board employees who are on strike or lock-out.

ARTICLE 7 - INTERPRETATION AND DEFINITIONS

7.01 – Association

Association means The Halton District Educational Assistants Association.

7.02 – Board

Board/Employer means The Halton District School Board.

7.03 – Collective Agreement

Collective Agreement shall mean the Halton District Educational Assistant Collective Agreement.

7.04 – Casual/Supply Educational Assistant

Casual/Supply Educational Assistant means an employee as defined under Article 2.01 and referenced in Appendix 1, attached.

7.05 - D.D.W.

D.D.W. - Means Developmental Disabilities Worker (formerly called D.C.M.R. - Developmental Counsellor for Mentally Retarded).

7.06 - E.A.

E.A. - Means Educational Assistants.

7.07 - E.C.E.

E.C.E. - Means Early Childhood Education.

7.08 - E.C.E.D.H.

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

7.09 – Employee

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

ARTICLE 7 • INTERPRETATION AND DEFINITIONS (Continued)

7.10 - Member

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

7.11 - Full-Time

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

7.12 - Part-Time

A part-time employee means an employee working less than twenty-one (21) hours - Monday to Friday as an Educational Assistant.

7.13 - Itinerate

Itinerant means an employee who is assigned to more than one location on any school day by the Board.

7.14 - Probationary Employee

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

7.15 - Probationary Period

An Educational Assistant shall be considered a probationary employee during the first ninety (90) working days of continuous employment since their last date of hire. During this period employees shall have no seniority rights.

Upon completion of the probationary period, an employee will acquire the seniority as defined in Article 8. The probationary period for ten (10) month employees is exclusive of July and August. There will be no extension of a probationary period without the mutual consent of the Board and the Association.

ARTICLE 7 - INTERPRETATION AND DEFINITIONS (Continued)

7.16 – Seniority

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

7.17 - Term of Employment

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

Educational Assistants

The term of employment of an Educational Assistant is normally the school year and is continuous from year to year.

Long-Term Occasional Educational Assistants

A long-term occasional Educational Assistant is a Supply Educational Assistant who is hired to a long-term assignment of 20 instructional days or longer.

Casual Supply Educational Assistants

A supply Educational Assistant works on an “on call” as-needed basis.

7.18 – Casual/Supply Educational Assistants

The Board shall supply the President of the Association with the following Casual/Supply Educational Assistant information, on a monthly basis:

- a) names, addresses and phone numbers;
- b) names of Casual/Supply Educational Assistants employed by the Halton District School Board for a minimum of twenty (20) consecutive full time days and his/her work location, anticipated duration of assignment and the name of the Educational Assistant being replaced.

7.19 – Surplus

Means an Educational Assistant in excess of the requirements of the school or Itinerant/Regional Teams and/or an Educational Assistant outlined under Appendix I.

7.20 – Redundant to System

If sufficient positions are not available for all employees declared surplus, the Executive Officer of Human Resources may declare employees redundant to the system.

7.21 Documentary Proof

Acceptable documentation, as described in Article 26.03, provided from previous employers confirming the position held and the actual work experience (total hours). The letter should also include start and end dates as well as part-time or full-time employment.

ARTICLE 8 - SENIORITY

8.01

An employee will serve a probationary period of ninety (90) days actually worked before becoming eligible for seniority rights. Seniority of an employee shall be defined as length of uninterrupted service since the last date of hire with the Board.

Effective June 1, 2006 one seniority list shall be kept for Educational Assistants reflecting seniority and location.

Casual/Supply Educational Assistants are not included in the Seniority List.

8.02

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

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

8.03

An employee's seniority shall not be deemed to be broken under the following conditions:

- a) by an absence granted in writing and approved by Human Resources Department;
- b) by an absence caused by illness or accident where the employee provides medical
- c) documentation supporting the absence for up to a period of two years;
- d) by an absence granted through Pregnancy or Parenting Leave or Adoptive Leave;
- e) by an absence while on Lay-Off for less ~~than~~ one school year;
- f) by an absence due to a legal Strike or Lock Out as outlined in Article 6.

ARTICLE 8 - SENIORITY (Continued)

8.04

The Board shall establish a seniority list and shall forward it to the President of the Association by January 31st of each year.

8.05

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

8.06

No employee with seniority will be laid off or have their hours reduced as a result of the Board contracting out any work or service presently assigned to a member of the Association.

ARTICLE 9 - GRIEVANCE PROCEDURE

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

9.01 - Complaint Stage

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

9.02 - Step 1, 2 and 3

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

Step 1

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

Step 2

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

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

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

9.02 - Step 1, 2 and 3 (Continued)

Step 3

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

ARTICLE 9 - GRIEVANCE PROCEDURE (Continued)

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

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

9.03

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

9.04

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

9.05 - Agreement Binding

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

9.06

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

9.07

Where a Member has received a termination notice, the Association may file a grievance at Step 2 within ten (10) working days of written notice of termination.

9.08

For the purposes of Articles 9 and 10, "working days" means days which are normally working days for employees in the bargaining unit.

ARTICLE 10 - ARBITRATION

10.01

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

10.02

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

10.03

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

10.04

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

10.05

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

10.06

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

10.07

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

ARTICLE 10 - ARBITRATION(Continued)

10.08

If the parties agree to a sole Arbitrator instead of a Board of Arbitration, then all references herein to the Board of Arbitration shall be read as Sole Arbitrator, and 10.02 and 10.03 above are replaced with:

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

10.09

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

ARTICLE 11 - POSTING

11.01

The Manager of Human Resources shall determine in consultation with the President of the Association the positions to be posted once allocations have been made to schools.

11.02

The Board shall post vacancies electronically and a hard copy will be distributed in the courier at the earliest opportunity, but no later than June 1st, to be filled by Educational Assistants. The postings shall occur at least five (5) working days before the applications are due and interviews commence. When the 1st of June falls on a Saturday or Sunday it is understood that the electronic postings occur no later than the Friday prior to the 1st.

- i. The first round of postings in June will be open to only surplus Educational Assistants and Educational Assistants wishing to change assignment location.
- ii. The second round of postings in June will be open to surplus Educational Assistants, Educational Assistants wishing to change assignment location and Educational Assistants wishing to increase their assignments. Supply/Casual Educational Assistants may apply and be given consideration if the surplus EA or the EA wishing to increase or change assignments is not qualified, able and willing to do the work which is available.
- iii. Other postings that occur in June will be open to all Educational Assistants. Surplus Educational Assistant will be given priority for hire. Supply/Casual Educational Assistants may apply and be given consideration if the surplus EA is not qualified, able and willing to do the work which is available.
- iv. Postings that occur in the two week period immediately preceding the start of the school year or after the commencement of the school year are only open to Educational Assistants who are surplus or Educational Assistants who are increasing their assignments with the exception of the Itinerant/Regional Team postings. Supply/Casual Educational Assistants may apply and be given consideration if the surplus EA is not qualified, able and willing to do the work which is available. Itinerant/Regional Teams include the Behaviour Action Team, Autism Spectrum Team, Learning Centre, Early Language Development Centres, Deaf Itinerant Team, and Braillists. The Board reserves the right to add additional special teams to meet the needs of the system. Postings for all Special Team positions are open to all Educational Assistants.

ARTICLE 11 – POSTING (Continued)

11.03

If additional positions are added during the school year, the positions will be posted. Surplus Educational Assistant **will** be given priority for hire. Supply/Casual Educational Assistants may apply and be given consideration if the surplus EA is not qualified, able and willing to do the work which is available. Resumes **are to** be submitted to Human Resources. Human Resources will then forward all eligible resumes to school Principals.

11.04

After first consideration being given to Educational Assistants on the Surplus List, Casual/Supply Educational Assistants on the current school year supply list may apply for posted vacancies in June to the Human Resources Department by submitting a resume and covering letter indicating the position being applied for within the timelines posted.

11.05

An Educational Assistant position of twenty (20) instructional days or longer vacated during a school year, for which the board requires an Educational Assistant to perform duties shall be filled with a Long Term Occasional Educational Assistant, if qualified and available.

11.06

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

11.07

The President of the Association will be notified of the successful candidate in each of the postings, once Human Resources has been notified.

11.08

Exceptions to the above process may be agreed to by Human Resources and the Association President.

ARTICLE 12 -LAYOFF

12.01

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

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

12.02

Where it is necessary to reduce the work force during the school year, the Board will lay off Educational Assistants in the reverse order of seniority within the school panel affected providing it does not prevent the Board from maintaining a working force of employees who are qualified, able and willing to do the work which is available.

The Executive Officer of Human Resources will provide the President of the Association with prior notice of any change in work schedule.

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

12.03

Members given lay-off notices, but not terminated, shall be considered surplus for purposes of the posting process for a period of one (1) year and have the option of adding their name to the supply list. Such Members shall be notified in writing by the Manager of Human Resources of this change in status.

No Member will be required to accept an assignment for which they are not qualified, as deemed by the Executive Officer of Human Resources, after consultation with the President of the Association.

12.04

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

ARTICLE 12 - LAYOFF (Continued)

12.05 Severance Pay

Seniority employees who have been declared redundant as per Article 24.01 and who have been given official notice of lay off by the Board under Article 12 shall be eligible for severance pay if no position for which they are qualified or able to perform can be made available to them within one (1) year of being declared surplus.

Seniority employees who elect to take severance shall provide written notice to the Executive Officer of Human Resources. When an employee elects to take severance pay, he/she is terminating his/her employment with the Board and giving up all rights to recall.

Severance pay shall be made in accordance with the Employment Standards Act.

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

12.06

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

ARTICLE 13 • LEAVES OF ABSENCE

13.01 - Jury Duty and Subpoena

An employee is entitled to salary, notwithstanding absence from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which the employee is not a party or one of the persons charged, provided that the employee pays to the Board any fee, exclusive of travelling allowances, and living expenses, that is received as a juror or as a witness.

13.02 - Quarantine

Any employee who, because of exposure to communicable disease, is quarantined or otherwise prevented by the Medical Health authorities, pursuant to the Public Health Act, ~~from~~ being present at their duties shall be entitled to their salary notwithstanding. The employee shall call Human Resources reporting the exposure immediately. Such absence shall not be charged to the employee's Sick Leave.

13.03 - Personal Leave

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

13.04 - Bereavement Leave

A maximum of four (4) days leaves of absence without loss of pay, or sick day deduction shall be granted to an employee in the case of the death of an immediate member of the family, or an immediate relative by marriage. An "immediate member of the family" is defined as: father, mother, sister, brother, daughter, son, grandparent, grandchild, spouse, stepfather, stepmother, stepsister, stepbrother, and stepchild. An "immediate relative by marriage" is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. In all other cases a limit of one (1) day shall be allowed for the purpose of attending a funeral, subject to the approval of the supervisor. The term "spouse" is given the extended meaning it has in the Family Law Reform Act.

13.05 - Compassionate Leave

A paid leave of this nature will usually cover extraordinary circumstances which, therefore, merit individual attention such as extended bereavement, and is subject to the approval of the Executive Officer of Human Resources or designate.

ARTICLE 13 - LEAVES OF ABSENCE (Continued)

13.06 - Workplace Safety & Insurance

Each employee who is injured in the course of duty shall have the Workplace Safety and Insurance Board salary awards supplemented from sick leave account to provide for payment of full salary. In the event that an employee does not wish to use sick leave credits to supplement the Workplace Safety and Insurance Board award, the employee must give immediate notice in writing to the **Human Resources Department**. After the expiration of any Workplace Safety and Insurance Board award, the employee may use the current year's sick leave or accumulated credits up to the limit previously established, It should be understood that there shall be no pyramiding or compounding of Board benefits with any other internal or external benefit. An employee on sick leave shall not be able to earn an amount of income greater than that which the employee earned while actively at work.

13.07 – Personal Day

Subject to a minimum notice of three (3) working days being given the employee's supervisor, an employee may be granted with the approval of the Executive Officer of Human Resources a leave of absence for one (1) work day through deduction of sick leave credit in any one school year. This absence may be approved because of extension of bereavement, compassionate leave, personal business or for the purpose of moving to a new place of residence where there is no alternative other than a working day. This is limited to a maximum of one day for each school year.

13.08

A leave of one (1) day with pay will be granted to permit an employee to attend at the delivery of the employee's child. Such absence will not be deducted from the employee's sick leave credit.

13.09 – Justice of the Peace

When being married by a Justice of the Peace whose appointments are only available during the employee's workday, the employee shall be entitled to a one-day leave of absence. A deduction shall be made from the employee's sick leave credits for the day.

13.10

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

(a) Writing Examinations

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

ARTICLE 13 • LEAVES OF ABSENCE (Continued)

(b) Attending Graduation

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

13.11 • School Closing

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

13.12 – Emergency Leave

- i. In an emergency situation with notification to the Principal/Supervisor, a Member may be granted a leave of absence for one day per year (Sept. 1st to June 30th), charged to sick leave, for a sudden illness of an "immediate member of the family" as identified in clause 13.04 subject to the approval of the Executive Officer of Human Resources.

For clarification, employees do not require confirmation of approval from Human Resources prior to taking the leave day.

- ii. In accordance with the Employment Standards Act, unpaid emergency leave of up to ten (10) days each school year will be available for an employee.

13.13 -Religious Holy Days

Subject to the approval of the Executive Officer of Human Resources or designate, a Member may be granted up to a maximum of three (3) days annually with pay for officially recognized religious holy days.

A maximum of six (6) additional days without pay may be granted for officially recognized religious holy days.

ARTICLE 13 - LEAVES OF ABSENCE (Continued)

13.14-Family Medical Leave

Pursuant to the Employment Standards Act an employee is entitled to a Leave of Absence without pay of up to eight weeks to provide care to an immediate family member **as** defined in the Act.

13.15 - Unpaid Leave of Absence

An employee may be granted an unpaid leave of up to one full year. Application of the Unpaid Leave shall be done **through** the Executive Officer of Human Resources or designate.

An employee granted an unpaid leave shall be given the opportunity to continue participation in the benefit plans held prior to the leave, provided the employee pays the monthly costs of the premium for the leave period, **as** arranged between the employee and the Board.

Upon return from the leave the employee shall be placed in the position/work location held prior to the commencement of the leave if it is still available, or if it is not, shall follow the Layoff and Recall procedures **as** outlined in the agreement. Seniority shall not be interrupted.

The one (1) year vacancy will be replaced by a Long Term Occasional Educational Assistant.

ARTICLE 14 - PARENTING LEAVE

Pregnancy Leave

14.01

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

14.02

- (a) Pregnancy Leave shall be governed by the Employment Standards Act and any amendments thereto. Effective December 31, 2000 an employee on Pregnancy Leave for the seventeen (17) week period or on a Parental Leave for the thirty-five (35) week period identified under the Employment Standards Act shall accumulate seniority but not salary. The normal Board contributions to benefits will continue during both the Pregnancy Leave and the Parental Leave.
- (b) The Board shall, on written request of the employee, grant in addition to the Pregnancy Leave and the Parental Leave in 13.05(a) leave of absence for personal family reasons for a period not to exceed one (1) year. Such extensions beyond the seventeen (17) week Pregnancy Leave and the thirty-five (35) week Parental Leave shall be without payment of salary, allowances and fringe benefits. Effective July 1, 1992 the member shall accumulate seniority during this leave.

At the termination of the leave period, the onus shall be on the employee to report, in writing, to the supervisor, the employee's readiness and medical fitness to resume the employee's duties.

- (c) The employee shall return to work after the Pregnancy Leave and Parental Leave without loss of seniority, held at the commencement of the leave subject to the provisions of this Collective Agreement.
- (d) Members taking **only** the Parental Leave for thirty-seven (37) weeks, in accordance with the Employment Standards Act shall accumulate seniority and credit for experience during such leave. The normal Board contributions to benefits will continue during the Parental Leave.

ARTICLE 14 - PARENTING LEAVE (Continued)

14.03 - Adoptive Leave

Leave shall be available to an employee who adopts a child. Advance notification of at least three (3) months shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the employee to commence leave immediately the child becomes available. Written notification shall be given to the Supervisor of the exact dates of the leave when they are known.

Leave for purpose of adoption shall be limited to fifteen (15) weeks. An additional thirty-seven (37) weeks Parental Leave will be available to an employee as specified in the Employment Standards Act. An employee while on Adoptive Leave and Parental Leave shall accumulate seniority but not salary. Board contributions to benefits will continue during both the Adoptive Leave and the Parental Leave.

- (a) The Board shall, on written request of the Member, grant in addition to the Adoptive Leave and Parental Leave in 13.07(a) leave of absence for personal family reasons for a period not to exceed one (1) year. Extensions beyond the fifteen (15) week Adoptive Leave and ~~thirty-seven (37) week-Parental Leave~~ shall be without payment of salary, allowances or fringe benefits. Effective July 1, 1992, the member shall accumulate seniority during this leave.

The provisions of 14.01 and 14.02 will be available to an employee who ~~has~~ thirteen (13) weeks or more of continuous service with the Board.

14.04

The employee may continue participation in benefit plans provided he/she pays his/her regular share of the premiums, ~~as~~ if the employee were at work, for the leave periods outlined above, excluding the extended parenting leave.

The Board shall continue to pay the Board's contribution, at the same rate ~~as~~ if the employee was at work, for the benefit plans for the leave periods outlined above, excluding the extended parenting leave, unless employee provides written notice that the employee does not intend to pay the employee's contribution, if any.

ARTICLE 14 - PARENTING LEAVE (Continued)

14.05 - SEB Plan

Effective September 1, 2006.

The top-up for Adoptive leave will be 95% of regular salary for the two week waiting period.

Article 14.05 0 SEB Plan

- a) An employee granted a pregnancy leave pursuant to this Article as specified in clauses 14.02 shall have their EI benefits topped up by the Board as follows:
 - i. For pregnancy leave only, the Board will pay a top-up amount for a maximum 8-week period immediately following the birth of a child.
 - ii. The top-up pay will be 95% of the regular salary for the two week waiting period and the difference between what an employee received from Employment Insurance (Er) and their regular wage for the remaining six weeks.
 - iii. To receive pay, the employee must forward to Human Resources, proof of receipt of pay from EI. An application for pregnancy leave as well as medical certificate identifying the expected date of birth is required prior to the employee taking the leave.
 - iv. The eight (8) week period will include the two (2) week waiting period and furthermore, it is not in addition to the 17 week pregnancy leave maximum and 35 week parental leave maximum.
- b) If not eligible for EI, the employee will be entitled to regular compensation for the employee's accrued sick leave bank for a maximum of six (6) weeks or days accrued in their sick leave bank, whichever is less. Sick leave beyond the six (6) week period will only be granted upon satisfactory medical evidence demonstrating the employee's illness is a direct result of either the pregnancy or birth of the child.
- c) It is understood that an employee's total compensation during the pregnancy leave will not be greater than the total compensation the employee would receive if actively at work during the period of the pregnancy leave.

ARTICLE 15 - SICK LEAVE PLAN

15.01 – Eligibility

The cumulative sick leave plan shall apply to all Educational Assistant staff who are employees of the Halton District School Board.

15.02 - Administration of the Plan

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

15.03 - Final Authority

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

15.04 - Sick Leave and Credits

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

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

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

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

ARTICLE 15 - SICK LEAVE PLAN (Continued)

Effective September 1, 2006:

For all seniority employees the following will apply:

- (i) employees working twenty-one (21) hours per week or greater will be entitled to two (2) days of sick leave [2 X regularly scheduled working hours/day] for each full month worked after September 1, 2006.
- (ii) employees working less than twenty-one (21) hours per week will be entitled to two (2) days of sick leave for each full month worked after September 1, 2006 [2 X regularly scheduled working hours/day] on a prorated basis.
- (iii) at the end of each working year, all of the balance of that year's sick leave allowance for each employee, after deducting absences due to personal illness or injury, will be credited to such employee's accumulated sick leave account subject to the following:
 - (a) eligible employees shall have their sick leave limited to a maximum of two hundred (200) days [200 X regularly scheduled working hours/day.]

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

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

15.05 - Notice of Absence

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

ARTICLE 16 – VACATION ENTITLEMENT

Effective September 1, 2006

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

16.01

Employees with less than one (1) year's service as at October 1 will receive vacation as provided by the Employment Standard Act;

16.02

Employees with one (1) years' continuous service but less than two (2) years' continuous service as at October 1st will receive vacation pay of 4%.

16.03

Employees with two (2) years' continuous service but less than eight (8) years' continuous service as at October 1st will receive vacation pay of 6%.

16.04

Employees with eight (8) years' continuous service but less than sixteen (16) years' continuous service as at October 1st will receive vacation pay of 8%.

16.05

Employees with sixteen (16) years' continuous service but less than twenty-four (24) years' continuous service as at October 1st will receive vacation pay of 10%.

16.06

Employees with twenty four (24) years' continuous service as at October 1st will receive vacation pay of 12%.

16.07

An employee who has either been on unpaid leave of absence or layoff for a period of more than one (1) month or, on sick leave and off the active payroll for more than six (6) months, shall have vacation entitlement under Article 13 hereof prorated in accordance with the amount of time the employee was on the active payroll during the vacation year.

16.08

Vacation entitlement will be received on each pay.

ARTICLE 17 - BENEFIT PLANS

17.01 - TEACHER PENSION PLAN (TPP)

Educational Assistants will be covered by the appropriate Pension Plans (OMERS and TPP) if eligible, in accordance with the statutes.

17.02

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

Board Contribution:

Dental	100%
Extended Health	100%
Hearing Care Option	\$500
Vision Care Option	\$275 every twenty-four months (effective September 1, 2006)

Effective September 1, 2007: Vision Care increased to a maximum of \$300 every 24 months.

Effective January 1, 2002, the Board shall provide, administer and pay one hundred percent (100%) for the Manulife Financial Dental Plan or other plan with equivalent benefits on the basis of the current Ontario Dental Association Suggested Fee Guide minus one (1) year.

17.03

If the Educational Assistant is declared surplus, the Board will continue to provide the above contribution to benefits for the Educational Assistant, up to but not beyond August 31st. Once the employee is successful through the posting process as described in Article 11 the eligibility for benefits will be effective from the commencement of the employee's new assignment.

Educational Assistants who are declared surplus and are successful in obtaining a position for the start of the school year **through** the posting process as defined in Article 11 will not have an interruption with their benefit coverage.

It is recognized by the Board that the start of the school year for JK/SK positions will have a later start date **as** defined in the school year calendar.

17.04

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

17.05

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

ARTICLE 17 - BENEFIT PLANS (Continued)

17.06 - Life Insurance

The Board shall provide **and** administer, but not contribute to the premiums for the Group Life Insurance Plan in effect between the Halton District School Board and Manulife Financial on September 1, 1996, adjusted to include a maximum insurance coverage of \$300,000, or other plan with equivalent benefits.

ARTICLE 18 - RETIREMENT POLICY

18.01

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

18.02

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

18.03

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

18.04

The considerations on which an extension may be granted are:

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

Effective December 13th, 2006 Articles 18.01 to 18.04 are null and void and the following shall apply:

A Member shall notify the Board, in writing, of the Member's intent to resign/retire by November 30th for a resignation/retirement to take effect December 31st or January 31, and by April 30th for a June 30th resignation/retirement.

Nothing herein prevents a Member and the Board from mutually agreeing to the employee's resignation at any other time. The board shall not unreasonably refuse to accept a resignation/retirement.

ARTICLE 19 - HOURS OF WORK

19.01

Effective October 20, 2003 the regular hours of work during the school year for full-time personnel shall be six (6.0) hours per day, exclusive of lunch break, Monday to Friday. The total scheduled day is not to exceed six and a half (6.5) hours, exclusive of lunch break, unless mutually agreed upon by the Principal and the Member. Also to be excluded are Christmas break and March break.

The regular hours of work during the school year for part-time personnel shall be three (3.0) hours per day, exclusive of lunch break, Monday to Friday. The total scheduled day is not to exceed three and a half (3.5) hours, exclusive of lunch break, unless mutually agreed upon by the Principal and the Member. **Also** to be excluded are Christmas break and March break.

19.02

Notwithstanding Article 2.03, any request for an increase in working hours over and above six (6.0) hours per day must be made through the Executive Officer of **Human Resources** on an annual basis.

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

The President of the Association will be made aware of any increase in working hours over and above six (6.0) hours.

19.03

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

19.04

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

19.05

Human Resources will provide the system Staffing Report to the President of the Association as requested.

19.06

Effective October 20, 2003 employees may be expected to participate in the supervision of students on the regular rotation of duties such as bus duty and nutrition breaks, unless such an assignment would result in concurrent supervisory duties. It is understood that such duties are considered part of the six (6.0) hour day.

ARTICLE 19 – HOURS OF WORK (Continued)

19.07 - Travel Time

An Itinerant/Regional Team Educational Assistant, including a Long Term Occasional Educational Assistant who is assigned to replace an Itinerant/Regional Team Educational Assistant on temporary leave, who is assigned duties by the Board, at two (2) or ~~more~~ locations in the same day shall be mutually agreed to and be allocated paid time to travel within the normal hours of work between the locations and will be paid mileage between the schools, according to Board policy.

19.08 – Early Dismissal

It is understood that should the Board close both the Elementary and Secondary schools ninety (90) minutes early on the last school day prior to ~~Christmas~~ and Summer Break, there will be no loss of earnings to Educational Assistants, nor a requirement to pay back the time.

ARTICLE 20 - OVERTIME

20.01

(i) The Parties recognize that the needs of the Board may require the performance of overtime work for emergency situations only and employees agree to perform such work. Assignment of overtime generated by an emergency must be authorized by the Principal.

(ii) If emergency overtime is required, overtime at the rate of time and one-half (1-1/2) the employee's compensation rate must be provided as lieu time.

- Approved overtime is equal to or in excess of twenty (20) minutes in length.
- Internal coverage for lieu time must be arranged. The employee and the Principal will agree to the dates the scheduled lieu time will be taken. Accumulation of emergency overtime may not exceed 11 hours of time worked per school year.

(iii) Principals will inform their Supervisor in School Operations when emergency overtime is required. This information will be provided to the President of the Association on request.

ARTICLE 21 - STATUTORY HOLIDAYS

21.01

The Board recognizes the following as paid holidays for Educational Assistants:

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

21.02

The following holidays shall be recognized and paid for by the Board at the regular rate of pay for Educational Assistants.

21.03

Holiday pay shall be computed based on the employee's regular straight time hourly rate of pay times the average daily number of hours scheduled within their work week and is subject to vacation pay entitlement in accordance with Article 16.

21.04

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

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

21.05

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

Employees will not have their eligibility for holiday pay for Canada Day, Labour Day, Christmas Day, Boxing Day and New Year's Day impacted due to the timing of the Board shutdown.

21.06

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

ARTICLE 21 - STATUTORY HOLIDAYS (Continued)

21.07

The payment for the following days will be paid to Educational Assistants based on a mutually agreed to pay schedule between the Board and the President of the Association, for the purpose of creating as many equal pay periods as possible.

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

ARTICLE 22 • CORRESPONDENCE

22.01

- i) All correspondence between the parties hereto arising out of this Agreement or incident thereto shall pass to and from the Executive Officer of Human Resources, or designate and the President of the Association.
- ii) The Union president will be notified when there is a reallocation of hours during the school year.

22.02

The Board agrees to provide the President of the Association with Board Meeting Agendas, Committee of the Whole Agendas, changes to Administration Procedures and Policies governing the Board.

22.03

The Board agrees to advise the President of the Association, in writing, of all Educational Assistant hirings, changes in hours, layoffs, recalls, terminations and retirements on a monthly basis.

The Board agrees to advise the President of the Association, in writing, of all Educational Assistant hirings of Casual/Supply and Crisis Hour assignments on a monthly basis.

ARTICLE 23 - HEALTH AND SAFETY

23.01

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

23.02

The Board agrees to include a representative and an alternate of the Halton District Educational Assistants' Association who are members of a Central Joint Occupational Health and Safety Committee.

23.03

The Association Representative and alternate who are members of the Central Joint Occupational Health and Safety Committee will be paid at the regular rate of pay for attendance at all meetings of the committee. Supply coverage and mileage to be paid by the Board, according to Board policy

ARTICLE 24 - SURPLUS AND REDUNDANCY PROCESS

24.01

Principals shall commence rehiring Educational Assistants in their school upon receipt of the initial allocation of hours, subject to the following:

- If the allocation of hours to the school cannot accommodate all Educational Assistants, the Educational Assistant(s) with the least seniority with the Board will be declared surplus, providing the remaining complement are qualified and able to fill the existing positions in the school.
- Names of surplus Educational Assistants will be called into the Human Resources Department or sent by electronic mail to the Human Resources Department no later than the 24th day of May. In addition, surplus forms **must** be submitted to the Human Resources Department prior to the last day of school as it applies to each panel.
- Should there still be vacancies within the school, Principals must first refer to the Surplus List and then to the Supply/Casual List for candidates.
- Employees unable to obtain a position for which they are qualified and able to perform at the end of the following school year will be declared redundant to the needs of the system and be eligible for severance as described in Article 12.05.
- Should the allocation of a school increase prior to the **two (2)** week period immediately preceding the start of the school year employees who have been declared surplus will have **first right** to recall provided they are qualified, able and **willing** to do the work which is available.

Such recall will be in the reverse order of seniority in the school affected.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT

25.01

There shall be four (4) Board Wide Professional Development Days scheduled each year for all employees of the Bargaining Unit based on the school year calendar. The Professional Development Days shall be a regular paid work day by the Board to be used for Professional Development as determined by the Board.

25.02

For Each School Year – Effective September 1, 2006

In order to give Educational Assistants the opportunity, on occasion, to participate in seminars, workshops, conferences or similar programs, in-service or otherwise, to keep up to date with knowledge and skills in their respective fields, professional development monies of twenty thousand dollars (\$25,000) (\$20,000 to be provided by the Board and \$5,000 to be provided by H.D.E.A.A.) will be made available.

The allocation of such funds shall be subject to the terms of reference of the Professional Development Committee as approved and administered by the Executive Officer of Human Resources, or designate, and the Association.

ARTICLE 26 - SALARY SCHEDULE

26.01

Employees who have been paid at the Group 1 rate of pay and are hired to a Group 2 position in the following school year will be advanced based on their continuous years of experience as an Educational Assistant with the Board.

Employees who have been paid at the Group 2 rate of pay and are hired to a Group 1 position in the following school year will be placed at the corresponding step on the grid based on their years of continuous experience as an Educational Assistant with the Board.

Employees hired prior to April 1st of each school year will advance to the next step on the grid the following September. Employees hired on or after April 1 in a school year will not advance on the grid the following September,

26.02

Effective September 1, 2004	2.0%
Effective September 1, 2005	0.3963%
Effective September 1, 2005	2.0%
Effective September 1, 2006	2.0%
Effective February 1, 2007	1.0%
Effective September 1, 2007	1.8%
Effective February 1, 2008	1.4%

26.03

All qualified, newly hired Members shall be placed at the Start of the salary schedule where no documentation of proof is provided. When documentary proof of related experience is provided, the Member shall be placed in the appropriate salary schedule position. All documentary proof is to be filed with the Executive Officer of Human Resources. The salary schedule placement shall be retroactive to the first day of employment, once the Member has submitted the required documentation.

26.04

Members who have submitted documentary proof, as described in Article 7.21, of related experience from Group 1 will be placed in the appropriate salary schedule of Group 1 or the appropriate salary schedule of Group 2.

26.05

In the event that complete documentation for related experience, as indicated in 26.02, are not provided to the Executive Officer of Human Resources within one hundred and twenty (120) days, the Member's salary will be adjusted to the Start of the salary, 0 years experience until documentation is complete. A retroactive adjustment will be made once the Member has submitted the required documentation. The maximum amount of retroactive adjustment payment will be for the school year in which the documentation is received.

ARTICLE 26 - SALARY SCHEDULE (Continued)

26.06

At the discretion of the Executive Officer of Human Resources, where a Member's training, qualifications and experience cannot be readily classified, the Executive Officer of Human Resources shall review the training, qualifications and experience and determine the level in which the Member will be placed. It is understood and agreed that the decision of the Executive Officer of Human Resources shall be final and there shall be no right of grievance pursuant to the placement.

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective September 1, 2004

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	\$16.46	\$17.23	\$18.04	\$18.91

E.S.L.
Large Class Size
Resource Support

<u>Group 2</u>	\$17.86	\$18.72	\$19.61	\$20.53
----------------	---------	---------	---------	---------

Behaviour Action Team
Behaviour Management
Communication Assistant
Education Programs in Care,
Treatment & Correctional
Facilities
Food Services
Halton Alternative Program
Hearing
Interpreter
Intervenor
Kindergarten Language Ctre.
Learning Centre
Life **Skills**
Physically Handicapped,
Developmentally Delayed
Purchase of Service
Resource Support
Score
Sign Language
Special Education
(Individual/Cluster/Self-
Contained)
Work Exp. Facilitator

Vacation Pay will be added to the above rates.

Supply Educational Assistant: \$14.65/hour.

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective September 1, 2005:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	\$16.86	\$17.65	\$18.47	\$19.36

E.S.L.
 Large Class Size
 Resource Support

<u>Group 2</u>	\$18.29	\$19.17	\$20.08	\$21.02
----------------	---------	---------	---------	---------

Behaviour Action Team
 Behaviour Management
 Communication Assistant
 Education Programs in Care,
 Treatment & Correctional
 Facilities
 Food Services
 Halton Alternative Program
 Hearing
 Interpreter
 Intervenor
 Kindergarten Language Ctre.
 Learning Centre
 Life Skills
 Physically Handicapped,
 Developmentally Delayed
 Purchase of Service
 Resource Support
 Score
 Sign Language
 Special Education
 (Individual/Cluster/Self-
 Contained)
 Work Exp. Facilitator

Vacation Pay will be added to the above rates.

Supply Educational Assistant: \$15.00/hour.

ARTICLE 26 • SALARY SCHEDULE (Continued)

Effective September 1, 2006:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	17.20	18.00	18.84	19.75
E.S.L. Large Class Size Resource Support				
<u>Group 2</u>	18.66	19.55	20.48	21.44

- Behaviour Action Team
- Behaviour Management
- Communication Assistant
- Education Programs in Care,
Treatment & Correctional
Facilities
- Food Services
- Halton Alternative Program
- Hearing
- Interpreter
- Intervenor
- Kindergarten Language Ctre.
- Learning Centre
- Life Skills
- Physically Handicapped,
Developmentally Delayed
- Purchase of Service
- Resource Support
- Score
- Sign Language
- Special Education
(Individual/Cluster/Self-
Contained)
- Work Exp. Facilitator

Vacation Pay will be added to the above rates.

Supply Educational Assistant: \$15.30/hour.

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective February 1, 2007:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	17.37	18.18	19.03	19.95

E.S.L.
Large Class Size
Resource Support

<u>Group 2</u>	18.85	19.75	20.68	21.65
----------------	-------	-------	-------	-------

Behaviour Action Team
Behaviour Management
Communication Assistant
Education Programs in Care,
Treatment & Correctional
Facilities
Food Services
Halton Alternative Program
Hearing
Interpreter
Intervenor
Kindergarten Language Ctr.
Learning Centre
Life Skills
Physically Handicapped,
Developmentally Delayed
Purchase of Service
Resource Support
Score
Sign Language
Special Education
(Individual/Cluster/Self-
Contained)
Work Exp. Facilitator

Vacation Pay will be added to the above rates.

Supply Educational Assistant: \$15.45/hour.

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective September 1, 2007:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	17.68	18.51	19.37	20.31

E.S.L.
Large Class Size
Resource Support

<u>Group 2</u>	19.19	20.11	21.05	22.04
----------------	-------	-------	-------	-------

Behaviour Action Team
Behaviour Management
Communication Assistant
Education Programs in Care,
Treatment & Correctional
Facilities
Food Services
Halton Alternative Program
Hearing
Interpreter
Intervenor
Kindergarten Language Ctre.
Learning Centre
Life Skills
Physically Handicapped,
Developmentally Delayed
Purchase of Service
Resource Support
Score
Sign Language
Special Education
(Individual/Cluster/Self-
Contained)
Work Exp. Facilitator

Vacation Pay will be added to the above rates.

Supply Educational Assistant: **\$15.73/hour.**

ARTICLE 26 - SALARY SCHEDULE (Continued)

Effective February 1, 2008:

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>Group 1</u>	17.93	18.77	19.64	20.59

E.S.L.
Large **Class** Size
Resource Support

<u>Group 2</u>	19.46	20.39	21.34	22.35
----------------	-------	-------	-------	-------

Behaviour Action Team
Behaviour Management
Communication Assistant
Education Programs in Care,
Treatment & Correctional
Facilities
Food Services
Halton Alternative Program
Hearing
Interpreter
Intervenor
Kindergarten Language Ctre.
Learning Centre
Life **Skills**
Physically Handicapped,
Developmentally Delayed
Purchase of Service
Resource Support
Score
Sign Language
Special Education
(**Individual/Cluster/Self-**
Contained)
Work Exp. Facilitator

Vacation Pay will be added to the above rates.

Supply Educational Assistant: **\$15.95/hour**

ARTICLE 27 - TRAVEL ALLOWANCE

27.01

An Educational Assistant or Long-Term Occasional Educational Assistant who is required to travel between schools/locations to perform his/her duties, at the request of the Board, will be paid a travel allowance for the mileage between the schools/locations according to the Board Policy.

ARTICLE 28 - TERM OF AGREEMENT

28.01

This agreement shall supersede all previous agreements. It shall form the basis for computing all compensation of wages and all other conditions defined herein.

28.02

This Agreement shall become effective upon the 1st day of September 2006 and shall terminate at midnight upon the 31st day of August 2008. The Agreement shall continue automatically thereafter for annual terms of one (1) year, unless notice is given in writing by either party of their intention to modify, amend or terminate this agreement with the ninety (90) day period immediately preceding the date of termination of said agreement.

28.03

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

28.04

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

28.05

The parties agree that Letters of Agreement attached to this Collective Agreement form an integral part of the Agreement.

ARTICLE 28 - TERM OF AGREEMENT (Continued)

28.06

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

For The Halton District School Board

Signed:

Wayne Joudrie
Director of Education

Dawn Beckett-Morton
Executive Officer of Human Resources

Al Greyson
Superintendent of Education

Steven Parfeniuk
Superintendent of Business Services

Debbie DeBoer
Manager of Human Resources

Paige Bennett
Vice Principal

Lorraine Fedurco
Vice Principal

Sandra Warren
Human Resources Administrator

Teresa Mariella
Human Resources Administrator

For The Halton Educational Assistants' Association

Signed:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Donna Lavery
H.D.E.A.A. Negotiating Team

Ryan Luyk
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

Sandra Newell
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")

RE: LONG TERM DISABILITY INCOME PROTECTION INSURANCE PLAN

The Board agrees to administer, but not contribute to the premiums for a Long Term Disability Income Protection Insurance Plan should a plan be put into effect between the Bargaining Unit and the carrier designated by the Bargaining Unit.

Signed as agreed at Burlington, on the 23rd day of June, 2006.

FOR THE BOARD:

Wayne Joudrie
Director of Education

Dawn Beckett-Morton
Executive Officer of Human Resources

Al Greyson
Superintendent of Education

Steven Parfeniuk
Superintendent of Business Services

Debbie DeBoer
Manager of Human Resources

Paige Bennett
Vice Principal

Lorraine Fedurco
Vice Principal

Sandra Warren
Human Resources Administrator

Teresa Mariella
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Donna Lavery
H.D.E.A.A. Negotiating Team

Ryan Luyk
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

Sandra Newell
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")

SUPERVISION DURING THE LUNCH TIME

General lunch time supervision is not a condition of employment for Educational Assistants and Long-Term Supply Educational Assistants unless the supervision is required for student program reasons. In cases where lunch time supervision is required for program reasons the Educational Assistant will be paid at their regular hourly rate of pay and the supervision will be part of their regular hours of work.

If the Educational Assistant is requested and agrees to perform a lunch time supervision that is in addition to his/her regularly scheduled contract hours, the supervision will be paid at the lunch room supervisors' rate of pay.

It is understood that this letter of understanding is not grievable and is not subject to the Grievance and Arbitration procedure provisions of the Collective Agreement.

Signed as agreed at Burlington, on the 23rd day of June, 2006

FOR THE BOARD:

Wayne Joudrie
Director of Education

Dawn Beckett-Morton
Executive Officer of Human Resources

Al Greyson
Superintendent of Education

Steven Parfeniuk
Superintendent of Business Services

Debbie DeBoer
Manager of Human Resources

Paige Bennett
Vice Principal

Lorraine Fedurco
Vice Principal

Sandra Warren
Human Resources Administrator

Teresa Mariella
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Donna Lavery
H.D.E.A.A. Negotiating Team

Ryan Luyk
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

Sandra Newell
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")

Professional Development Supply Coverage

The Board agrees that for the period September 1, 2006 to June 29, 2007 and September 1, 2007 to June 30, 2008, an amount of \$5000.00 for each school year will be provided for supply Educational Assistant coverage so that Educational Assistants may have the opportunity to participate in seminars, workshops, etc.

As outlined under Article 25, the approval of Professional Development funds by the President of the Association must be received before supply coverage is requested. A project code number will be assigned upon approval and must be used when recording the absence on HARRI.

Normally an Educational Assistant will only be able to request these funds for coverage once during the school year.

Signed as agreed at Burlington, on the 23rd day of June, 2006.

FOR THE BOARD:

Wayne Joudrie
Director of Education

Dawn Beckett-Morton
Executive Officer of Human Resources

Al Greyson
Superintendent of Education

Steven Parfeniuk
Superintendent of Business Services

Debbie DeBoer
Manager of Human Resources

Paige Bennett
Vice Principal

Loraine Fedurco
Vice Principal

Sandra Warren
Human Resources Administrator

Teresa Mariella
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Donna Lavery
H.D.E.A.A. Negotiating Team

Ryan Luyk
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

Sandra Newell
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")

**EDUCATIONAL ASSISTANTS WORKING AS SHORT-TERM OCCASIONAL
TEACHERS**

The following clarifies the payroll process for Educational Assistants who also work as short-term occasional teachers:

Any Educational Assistant who is asked and agrees to work as an Occasional Teacher will be paid at the applicable Occasional Teacher rate. The Occasional Teacher salary payment and corresponding HDEAA pay deduct will occur within the agreed upon Payroll Timelines of the HDEAA contract.

The Board agrees to supply each HDEAA member with a letter/package that outlines clearly his/her responsibilities within this process. Further each school will be provided with an Administration package that explains the same.

Signed as agreed at Burlington, on the 23rd day of June, 2006.

FOR THE BOARD:

Wayne Joudrie
Director of Education

Dawn Beckett-Morton
Executive Officer of Human Resources

Al Greyson
Superintendent of Education

Steven Parfeniuk
Superintendent of Business Services

Debbie DeBoer
Manager of Human Resources

Paige Bennett
Vice Principal

Lorraine Fedurco
Vice Principal

Sandra Warren
Human Resources Administrator

Teresa Mariella
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Donna Lavery
H.D.E.A.A. Negotiating Team

Ryan Luyk
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

Sandra Newell
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

and

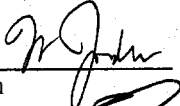
THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")


RE: Union Release 2006/2007 and 2007/2008 School Years

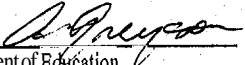
The Board shall grant an unpaid leave of absence for a full school year for the conducting of Association Business, to a maximum of .5 FTE Members recommended by the Bargaining Unit, in addition to Article 2.09 for the 2006/2007 and 2007/2008 School Years. Any Member on leave under this Letter of Agreement shall be granted such leave without loss of salary, fringe benefits, years of service with the Board for seniority purposes, sick leave of any other benefits that would accrue to the Member under the Articles of this Agreement based on the start rate of the appropriate salary grid for the replacement Member, benefit costs, vacation entitlement and other statutory benefits.

Signed as agreed at Burlington, on the 23rd day of June, 2006.

FOR THE BOARD

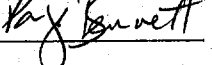
Wayne Joudrie 
Director of Education

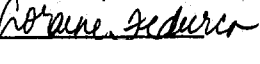
Dawn Beckett-Morton 
Executive Officer of Human Resources


Al Greyson 
Superintendent of Education

Steven Parfeniuk 
Superintendent of Business Services

Debbie DeBoer 
Manager of Human Resources


Paige Bennett 
Vice Principal

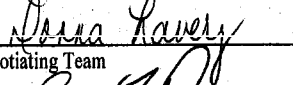
Lorraine Fedurco 
Vice Principal

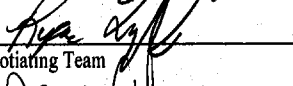
Sandra Warren 
Human Resources Administrator

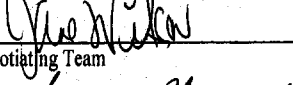
Teresa Mariella 
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi 
President/Chief Negotiator, H.D.E.A.A.

Donna Lavery 
H.D.E.A.A. Negotiating Team

Ryan Luyk 
H.D.E.A.A. Negotiating Team

Jane Wilson 
H.D.E.A.A. Negotiating Team

Sandra Newell 
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")

RE: Supervision

At recent collective bargaining negotiations, the Association raised concerns with respect to the caps on supervision for the elementary teachers and the impact that these caps may have on their members and the issue of concurrent supervision.

The parties agree to establish, within thirty (30) days of the request of the Association, a committee comprised of equal representatives from the Board and the Association.

The committee will meet as required during the term of the agreement to review issues or concerns resulting from the implementation of the caps on supervision for elementary teachers.

The Committee will report its findings with any recommendations to the Superintendent of Student Services, the Executive Officer of Human Resources and to the President of the Association.

Signed as agreed at Burlington, on the 23rd day of June, 2006.

FOR THE BOARD:

Wayne Joudrie
Director of Education

Dawn Beckett-Morton
Executive Officer of Human Resources

Al Greyson
Superintendent of Education

Steven Parfeniuk
Superintendent of Business Services

Debbie DeBoer
Manager of Human Resources

Paige Bennett
Vice Principal

Loraine Fedurco
Vice Principal

Sandra Warren
Human Resources Administrator

Teresa Mariella
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Donna Lavery
H.D.E.A.A. Negotiating Team

Ryan Luyk
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

Sandra Newell
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

And

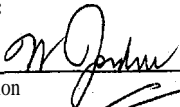
THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")


RE: Professional Development Day

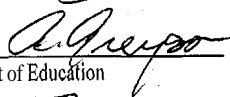
- i. If the Provincial government provides additional Professional Development days during the life of this agreement in addition to the current four (4), the additional days will be scheduled in the school year calendar as per the School Year Calendar Committee. The additional Professional Development days shall be regular paid workdays by the Board to be used for Professional Development in accordance with the Board's plan.
- ii. It is the expectation that all Professional Development days will be considered regular paid working days for all employees. All part-time Educational Assistants are expected to attend Professional Development days and will be paid for a half day.

Signed as agreed at Burlington, on the 23rd day of June, 2006.

FOR THE BOARD:

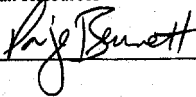
Wayne Joudrie 
Director of Education

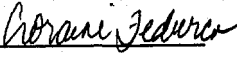
Dawn Beckett-Morton 
Executive Officer of Human Resources

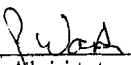
Al Greyson 
Superintendent of Education

Steven Parfeniuk 
Superintendent of Business Services

Debbie DeBoer 
Manager of Human Resources

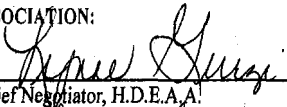
Paige Bennett 
Vice Principal

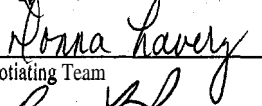
Loraine Fedurco 
Vice Principal

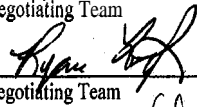
Sandra Warren 
Human Resources Administrator

Teresa Mariella 
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi 
President/Chief Negotiator, H.D.E.A.A.

Donna Lavery 
H.D.E.A.A. Negotiating Team

Ryan Luyk 
H.D.E.A.A. Negotiating Team

Jane Wilson 
H.D.E.A.A. Negotiating Team

Sandra Newell 
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")

RE: Hours of Work Committee

The parties agree to establish a joint committee to review the Hours of Work as outlined in Article 19.01 of this collective agreement for the 2007/2008 school year.

The Committee shall consist of equal representation from the Board and the Association.

The work of this committee will commence after the ratification of the collective agreement and make its recommendations to the Director no later than the spring of 2007.

It is agreed that the work of this committee is not a guarantee of any increase in Hours of Work.

Signed as agreed at Burlington, on the 23rd day of June, 2006.

FOR THE BOARD.

Wayne Joudrie
Director of Education

Dawn Beckett-Morton
Executive Officer of Human Resources

Al Greyson
Superintendent of Education

Steven Parfeniuk
Superintendent of Business Services

Debbie DeBoer
Manager of Human Resources

Paige Bennett
Vice Principal

Lorraine Fedurco
Vice Principal

Sandra Warren
Human Resources Administrator

Teresa Mariella
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Donna Lavery
H.D.E.A.A. Negotiating Team

Ryan Luyk
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

Sandra Newell
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")

RE: Release Time for Core Team/Case Conference Participation

The Board agrees to establish a fund for the payment of time required for the participation of an Educational Assistant in either Core Team or Case Conference meetings where the Administrator requests the participation of the Educational Assistant.

The payment shall be computed based on the employee's regular straight time hourly rate of pay times the number of hours for which the employee is in attendance at such meetings.

It is agreed that the Board and the Association will discuss the implementation process.

Signed as agreed at Burlington, on the 23rd day of June, 2006.

FOR THE BOARD:

Wayne Joudrie
Director of Education

Dawn Beckett-Morton
Executive Officer of Human Resources

Al Greyson
Superintendent of Education

Steven Parfeniuk
Superintendent of Business Services

Debbie DeBoer
Manager of Human Resources

Paige Bennett
Vice Principal

Lorraine Fedurco
Vice Principal

Sandra Warren
Human Resources Administrator

Teresa Mariella
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Donna Lavery
H.D.E.A.A. Negotiating Team

Ryan Luyk
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

Sandra Newell
H.D.E.A.A. Negotiating Team

LETTER OF AGREEMENT

Between

THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

and

THE HALTON DISTRICT EDUCATIONAL ASSISTANTS ASSOCIATION
(hereinafter referred to as the "Association")

RE: Job Evaluation

The Board agrees to establish a Joint Job Evaluation Committee (JJEC) to review all positions within the Association. The parties agree to use Watson Wyatt Canada as the consultants for this evaluation. This evaluation will be used to review the existing pay equity plan.

The work of the committee will commence as soon as possible after ratification of this agreement.

It is agreed that any adjustments will be effective September 1, 2007 and that if pay equity adjustments are determined to be owing at some point in the future, any increases to job rate resulting from this job evaluation process will be credited towards those pay equity adjustments.

In addition, the parties agree that if pay equity adjustments are determined to be owing at some point in the future, any increases to job rate negotiated in this round of collective bargaining will be credited towards those pay equity adjustments.

Signed as agreed at Burlington, on the 23rd day of June, 2006.

FOR THE BOARD:

Wayne Joudrie
Director of Education

Dawn Beckett-Morton
Executive Officer of Human Resources

Ai Greyson
Superintendent of Education

Steven Parfeniuk
Superintendent of Business Services

Debbie DeBoer
Manager of Human Resources

Paige Bennett
Vice Principal

Lorraine Fedurco
Vice Principal

Sandra Warren
Human Resources Administrator

Teresa Mariella
Human Resources Administrator

FOR THE ASSOCIATION:

Lynne Gurzi
President/Chief Negotiator, H.D.E.A.A.

Donna Lavery
H.D.E.A.A. Negotiating Team

Ryan Luyk
H.D.E.A.A. Negotiating Team

Jane Wilson
H.D.E.A.A. Negotiating Team

Sandra Newell
H.D.E.A.A. Negotiating Team

APPENDIX 1

Casual/Supply Educational Assistants

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

Effective October 20, 2003:

Casual/Supply Educational Assistants employed by the Halton District School Board for twenty (20) consecutive full-time days, 6.0 hours, in the same assignment or for forty (40) consecutive half days, 3.0 hours, in the same assignment will be eligible to be placed on the Term Specific Surplus List the following September.

Casual/Supply Educational Assistants employed by the Halton District School Board for twenty (20) consecutive full-time days, 6.0 hours, in the same assignment or for forty (40) consecutive half days, 3.0 hours, in the same assignment will be paid the appropriate start rate of the Group 1 or the Group 2 Wage Schedule as it would apply to the assignment, retroactive to the first day of the assignment to that position.

In cases where Casual/Supply Educational Assistants are working alternate day schedules in JK/SK classes the alternate day schedule will be deemed consecutive for purposes of this Appendix.

Casual/Supply Educational Assistants shall be governed by the Employment Standards Act and any amendments thereto.

In addition, the following Collective Agreement clauses will apply to Casual/Supply Educational Assistants:

- Articles 1 (Purpose)
- Article 2 (Recognition)
- Article 4 (Association Dues)
- Article 6 (No Strikes and Lockouts)
- Article 7 (Interpretations and Definitions)
- Article 9 (Grievance Procedure)
- Article 10 (Arbitration)
- Article 11.02 (Posting)
- Article 13.06 – Workplace Safety & Insurance
- Article 19 (Hours of Work)
- Article 20 (Overtime) – Applicable to Long-Term Supply Educational Assistants only
- Article 26 (Salary Schedule)
- Article 27 (Travel Allowance) – Applicable to Long-Term Supply Educational Assistants only
- Article 28 (Term of Agreement)