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AGREEMENT BETWEEN:

The Peel District School Board  
hereinafter called the "Board"

- and -

The Peel Teaching Assistants' Association  
hereinafter called "The Association"

September 1, 1999 to August 31, 2002

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ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to set forth in this Agreement terms and conditions of employment, and to provide the mechanism for the prompt and equitable disposition of grievances which may arise between the parties.
- 1.02 It is the desire of the parties to maintain a harmonious relationship between the Board and the Association.

ARTICLE 2 - DEFINITIONS

- 2.01 "Agreement" means this Collective Agreement.
- 2.02 "Board" means the Peel District School Board.
- 2.03 "Association" means the Peel Teaching Assistants' Association.
- 2.04 "Union" will have the same meaning as Association.
- 2.05 "Employee" means an employee of the Board included in the bargaining unit defined in article 3.01.
- 2.06 "Full-time Employee" shall mean an Employee employed by the Board on a permanent basis who works five (5) full days per week on a school year basis.
- 2.07 "Part-time Employee" shall mean an Employee employed by the Board on a permanent basis who works a regular number of assigned hours or days per week which is less than a full-time assignment of five (5) full days per week on a school year basis.
- 2.08 "Casual Employee" shall mean an Employee employed by the Board who:
- a) works on a casual basis to replace permanent or probationary Employees absent due to illness, accident, leave of absence, or any other reason which the Board believes to be temporary; or

ARTICLE 2 - DEFINITIONS (CONTINUED)

- 2.08            b) works on a casual basis when and as needed by the Board under an arrangement whereby the Employee may elect to work or not for a temporary period when requested to do so; or
- c) works on a casual basis during periods of heavy workload or other temporary requirements.
- 2.09            A "Long-Term Casual Employee" shall mean a Casual Employee employed by the Board who works for a period of more than fifteen (15) consecutive working days in the same assignment.
- 2.10            a) A "Permanent Pre-school Employee" shall mean an Employee who works in a pre-school situation and who was recognized by the Board as a permanent Employee prior to January 1, 2000.
- b) A "Casual Pre-school Employee" shall mean an Employee who works in a pre-school situation after January 1, 2000.

ARTICLE 3 - RECOGNITION

- 3.01 This Agreement will apply to all Employees in the bargaining unit defined in the certificate issued by the Ontario Labour Relations Board on the 17<sup>th</sup> day of March, 1999, that is, all teaching assistants employed by the Peel District School Board, save and except supervisors and persons above the rank of supervisor, persons for whom any trade union held bargaining rights as of April 14, 1998, and teaching assistants employed during the school vacation period.
- 3.02 The Board recognizes the Peel Teaching Assistants' Association as the sole bargaining agent for all Employees in the bargaining unit defined above.
- 3.03 This Agreement contains all the terms and conditions agreed upon by the Board and the Association with respect to the bargaining unit described in Article 3.01.
- 3.04 The Board recognizes the Association as the agent of the Association for the purposes of any further negotiation for the renewal of this Agreement and the administration of this Agreement.
- 3.05 At any further negotiations for the renewal of this Agreement the Board shall recognize and meet with a Negotiating Committee of the Association consisting of not more than seven (7) members of the Peel Teaching Assistants' Association employed by the Board.

ARTICLE 3 - RECOGNITION (CONTINUED)

- 3.06 The Board also recognizes the right of the Association to authorize an advisor, agent, counsel, or solicitor to assist, advise, or represent them in all matters pertaining to this Agreement. Any such agent or advisor shall be included in the seven (7) members of the Negotiating Committee outlined in Article 3.05.
- 3.07
- a) The Association shall notify the Board as to the members of its Negotiating Committee, Grievance Committee, Liaison Committee, Training Committee and Association Executive, and the Board shall not be required to recognize any person as such a Committee or Executive member until so notified.
  - b) The Board shall notify the Association as to the members of its Negotiating Committee, Grievance Committee, Liaison Committee and Training Committee and the Association will not be required to recognize any person as such a Committee member until so notified.
- 3.08
- a) The members of the Association's Negotiating Committee, Grievance Committee, Liaison Committee, Training Committee or Association Executive shall not leave their regular duties as a Teaching Assistant without first obtaining the permission of the Teaching Assistant's Superintendent/Principal or designate.
  - b) It is understood that the Committee members will not absent themselves from their regular duties unreasonably.
  - c) The Board shall not be obligated to pay a Committee member in respect of such absences, but shall pay the replacement for any such Committee member where it determines that a replacement is necessary in respect of any such absences.

ARTICLE 3 - RECOGNITION (CONTINUED)

- 3.08           d)   However, the Board shall pay such Committee members for attendance at other meetings (excluding negotiations, conciliation, mediation, grievance or arbitration meetings) held during the regular school day, which are initiated by the Board.
- 3.09           A Teaching Assistant is entitled, upon request, to have a representative of the Association present when any formal disciplinary actions are undertaken.
- 3.10           Amendments to this Agreement will be made only by mutual agreement in writing of the Board and the Association after ratification by both parties.



ARTICLE 4 - PROBATIONARY PERIOD

- 4.01
- a) Newly hired Employees shall serve a probationary period of six (6) months within the bargaining unit (excluding July and August). During the probationary period, an Employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Board. No grievances may be submitted concerning the termination of employment, lay-off, or disciplining of a probationary Employee.
  - b) Notwithstanding 4.01 (a), where the Board is not satisfied that it wishes to retain a probationary Employee beyond the end of the normal probationary period, but the Board has not decided to terminate the Employee's employment immediately, the parties may agree in writing to an extension of the normal probationary period, pursuant to such terms and conditions as they consider reasonable in the circumstances. Such an extension agreement must normally include the Employee's consent, unless the employee is not available or able to provide it at the relevant time.
  - c) The six (6) month probationary period provided for in Article 4.01 a) shall be extended in the case of any Employee who is absent due to unpaid leave of absence, illness or a Workers' Compensation disability for a period of ten (10) working days or more. The length of the extension shall be equal to the length of such absence(s).

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its Administration.
- 5.02 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of an employee to lodge a grievance under the grievance procedures herein provided for, the Employees and the Association recognize and accept that it is the right of the Board to:
- a) hire, transfer, promote, demote, classify, direct, assign, or lay-off;
  - b) suspend with or without pay, discharge or otherwise discipline for just cause a non-probationary Employee or Long Term Casual Employee who has been continuously employed in that capacity for two (2) years or more, and suspend with or without pay, discharge or otherwise discipline a probationary or casual Employee other than those referred to above for any reason at the sole discretion of the Board;
  - c) determine the location of operations and services, their expansion or their curtailment; contracting out; determine the schedules of operations, services to be provided and work schedules; determine the methods, procedures and equipment to be employed, job content, the standards of performance for all Employees, the establishment of work or job assignments, or job classifications; determine the qualifications of an employee to perform any particular job or service; decide on the number of Employees needed by the Board at any time, the number of hours to be worked, starting and quitting times; and
  - d) to make, enforce, and alter from time to time, reasonable rules, regulations and policies governing bargaining unit Employees which do not conflict with any provisions of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS (CONTINUED)

5.03 The Board agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement, and the express provisions of this Agreement constitute the only limitations on the Board's rights.

5.04 Consultation

Should the Board contemplate any major changes in the staffing or delivery of programs, it will consult with the Association in respect of such changes.

5.5 Indemnification

Peel District School Board Policy 63 as approved August 27, 1996 shall apply to all members of the bargaining unit. Policy 63 shall not be amended during the term of this agreement without the consent of the Association. An individual affected by the application or non-application of Policy 63 shall have the right to grieve any alleged violation of the policy pursuant to the grievance procedure.

ARTICLE 6 - ASSOCIATION SECURITY

- 6.01 During the term of this Agreement the Board agrees to deduct, from each pay of each Employee, the regular monthly fees, dues and Association levy as certified by the Association. The Association shall notify the Board in writing, at least thirty (30) days prior to any changes in the amount of dues, fees or levy, but no later than June 30th for the following September. The Board agrees to insert on the T-4 slips given to each Employee the amount of dues deducted each year.
- 6.02 The amount deducted in accordance with Article 6.01, shall be remitted to the Treasurer of the Association, no later than the fifteenth day following the month in which the deductions were made. The payment will be accompanied by a list showing names, and dues deducted for each Employee.
- 6.03 The Association shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deduction and remittance of monthly fees, dues and Association levies by the Board pursuant to this Article, except for non-remittance of monthly fees, dues and Association levies owing to the Association by the Board.
- 6.04 The Board shall provide each Employee with a copy of the current Agreement. The cost of printing will be shared equally between the Board and the Association.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 The Association agrees that during the life of this Agreement there will be no strikes, picketing, slowdown, or stoppage of work and the Board agrees that there will be no lockout.

Strike and lockout shall be as defined in the *Labour Relations Act*.

7.02 No Employee shall be expected to perform duties carried out by other employees of the Board should such other employees be involved in legal strike action against the Board. This article will in no way release an employee from his or her professional ethical obligations.

7.03 In the event of prolonged strike action by other employee groups, the Board agrees to meet with the Association Executive to discuss the implications for Employees.

ARTICLE 8 - MISCELLANEOUS

8.01 Unless otherwise specifically indicated in this Agreement, all correspondence between the parties arising out of, or in connection with, this Agreement shall pass to and from the Director of Human Resources, Negotiations and Support Staff Services or designate, and the President of the Association or designate.

8.02 When the context requires, the singular shall include the plural, the masculine shall include the feminine and the feminine shall include the masculine.

8.03 The Board shall provide the President of the Association, or designate, with the names of all Employees by October 15<sup>th</sup> according to:

- a) alphabetical order;
- b) location; and
- c) full-time equivalent (f.t.e.).

8.04 Information

The Board shall provide the President of the Association, or designate, with the following information on a monthly basis:

- a) for new hires: name, address, telephone number, location, and start date;
- b) for casual new hires: name, address, and telephone number;

It is understood and agreed that the addresses and telephone numbers shall be deleted for any Employee who objects to the release of such information.

ARTICLE 8 - MISCELLANEOUS (CONTINUED)

- 8.05           The Board shall provide all newly hired Teaching Assistants with such information regarding the Association as the Board and the Association may agree is appropriate.

ARTICLE 9 - PERSONNEL FILES

- 9.01
- a) Only one official employee record file (hereinafter referred to as the "file") shall be kept for each Teaching Assistant in the Human Resources Services Department at the H.J.A. Brown Education Centre.
  - b) A Teaching Assistant shall have reasonable access to the Teaching Assistant's own file.
  - c) A Teaching Assistant shall have the right to respond to any document contained in their own file.
  - d) The Board agrees to place copies of any disciplinary letters or documents in a Teaching Assistant's personnel file. A copy of the letter shall be given to the Teaching Assistant and to the Association.



ARTICLE 10 - HIRING PROCESS

- 10.01
- a) Human Resources Services shall be responsible for the screening of candidates. Successful candidates shall be included on the Board's casual supply list.
  - b) The Board shall undertake to hire Teaching Assistants with appropriate post secondary education and directly related experience. Suggested appropriate qualifications include:
    - E.A. - Educational Assistant
    - D.S.W. - Developmental Service Worker
    - E.C.E. - Early Childhood Education (preferably with Special Needs)
    - C.C.W. - Child Care Worker
    - C.Y.W. - Child and Youth Worker
    - R.N. - Registered Nurse
    - R.P.N. - Registered Practical Nurse
    - S.S.W. - Social Service Worker
    - D.D.W. - Developmental Disabilities Worker
    - Psychology Degree
    - Exceptionalities in Human Learning
  - c) Proof of applicable qualifications must be submitted as a condition of employment.
  - d) The Board and the Association agree that Teaching Assistants hired prior to December 13, 2000 shall be deemed qualified in their current position.
- 10.02
- a) When the Board determines that a permanent Teaching Assistant is required, Human Resources Services will contact the appropriate Superintendent/Principal or designate to initiate the hiring process.
  - b) The position shall be broadcast to the attention of all Casual Teaching Assistants on the posting information line provided that there are no Employees on the Recall List at or above the job level that have the knowledge, training, skill, ability and qualifications to perform the required work effectively and who are willing to accept the position.

ARTICLE 10 - HIRING PROCESS (CONTINUED)

- 10.02        c) Applicants shall apply directly to the Superintendent/Principal or designate.
- d) Once the hiring decision has been made, the appropriate Superintendent/Principal or designate shall advise Human Resources Services of the candidate's name and start date.
- e) Human Resources Services shall confirm the appointment in writing to the new employee (copies to the appropriate Superintendent/Principal or designate) and arrange for documentation with the successful candidate.
- f) The Superintendent/Principal or designate shall be responsible for notifying the unsuccessful candidates.
- 10.03        In the event there are no successful candidates from the hiring process outlined in this article, Human Resources Services shall initiate an external hiring process.
- 10.04        Any position which becomes vacant after March 15<sup>th</sup> shall be filled on a temporary basis only and shall subsequently be included in the Voluntary Transfer Process in accordance with Article 12.

ARTICLE 11 - SENIORITY

- 11.01 The Seniority List is generated by Human Resources Services consisting of the names of Teaching Assistants in order of start date.
- 11.02
- a) Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Board or its predecessors, as an Employee in this bargaining unit. An Employee shall have no seniority rights during the probationary period. Upon completion of the probationary period, a new Employee's seniority shall be dated back to the most recent start date within the bargaining unit excluding time employed as a Casual Employee.
  - b) The following rules governing seniority are designed to give Employee's an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Board.
  - c) Long-Term Casual Employees will accrue seniority as per Article 26.03 f). Casual Employees will not accrue seniority.
- 11.03 Seniority once established for an Employee shall be forfeited and the Employee's employment shall be deemed terminated under the following conditions:
- a) if the Employee voluntarily leaves the employ of the Board;
  - b) if the Employee retires;
  - c) if the Employee is discharged and not reinstated through the Grievance Procedure or Arbitration Procedure;
  - d) if the Employee is absent from work in excess of three (3) working days without permission;
  - e) if the Employee fails to report for duty, after a lay-off or upon termination of an authorized leave of absence, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

ARTICLE 11 - SENIORITY (CONTINUED)

- 11.03        f)    if twenty-four (24) months or a period equal to the Employee's seniority at the time of lay-off, whichever is less, have elapsed from the date of a lay-off;
- g)    if the Employee is permanently disabled from working in the bargaining unit, this provision is subject to the legal obligations of the Board as defined in the Human Rights Code.
- 11.04        The Seniority list, current as of March 1<sup>st</sup> of each year, shall be forwarded to each location. Ties will be broken by the Human Resources Services Department with the use of computer technology. The Board shall send a copy of the Seniority List to the President of the Association at the same time as the list is posted.
- 11.05        The Seniority List is deemed to be accurate if the Association does not advise the Board of any discrepancies within a period of ten (10) days. In the event that the Association challenges the accuracy of the Seniority List and the Board determines that a change is required, after consultation with the Association, the revised Seniority List shall be sent to the President of the Association and redistributed to the system.

## ARTICLE 12 - TRANSFER AND SURPLUS

### 12.01 Definitions

- a) "Voluntary Transfer" - voluntary transfer is a transfer from one assignment to another within the jurisdiction of the Peel District School Board in accordance with Article 12.05 initiated by a Teaching Assistant.
- b) "Administrative Transfer" - a transfer of a Teaching Assistant from one location to another within the jurisdiction of the Peel District School Board initiated by the Board.
- c) "Excess to Location" - an Excess to Location Teaching Assistant is one who is identified in accordance with this Article 12 as having no position at the Teaching Assistant's existing location for the following school year.
- d) "Surplus to Region" - a Surplus to Region Teaching Assistant is one who is identified in accordance with this Article 12 as having no position within the Board for the following school year.
- e) "Seniority List" - the list generated by the Human Resources Services Department consisting of the names of Teaching Assistants in order of seniority as determined in accordance with Article 11.
- f) "Recall List" - a list maintained by the Human Resources Services Department which lists in order of seniority the names of Teaching Assistants who have been laid off as a consequence of having been declared Surplus to Region in accordance with this Article 12.
- g) "Location" - for the purpose of this Article, shall mean the location to which a Teaching Assistant is assigned. For Kindergarten and Behavioural Teaching Assistants, the location is a superintendency and for Special Needs Teaching Assistants, the location is a school.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

12.02 Normally during the Spring, the Board shall determine the number of allocations for the following school year. When determining the number of allocations, the Board shall take into consideration all known student transfers and new admissions for the following school year.

12.03 Surplus to Region

- a) In the event that the Board reduces the total number of allocations, Teaching Assistants shall be declared Surplus to Region based on (1) program (Kindergarten or Special Needs/Behavioural) and (2) seniority.
- b) The Board may rescind lay-off notices of Surplus to Region Teaching Assistants any time prior to their effective date. Once their lay-off notices are rescinded, these Teaching Assistants shall have access to all posted vacancies.
- c) Surplus to Region Teaching Assistants shall be placed on the Recall List. Lay-off and recall shall be in accordance with Article 13.01.

12.04 Excess to Location

Teaching Assistants will be declared Excess to Location by (1) program and (2) seniority. Teaching Assistants identified as Excess to Location will be advised, in writing, by Human Resources Services. Any exception to this process shall occur after consultation between the Board and the Association.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

12.05 Voluntary Transfer

- a) When the Board determines that there are permanent Teaching Assistant vacancies or new allocations for the following school year, the position(s) will normally be posted for a period of five (5) working days to allow for Voluntary Transfer. Only probationary/permanent Teaching Assistants shall be eligible to apply. Human Resources shall provide a copy of these postings to the Association.
- b) Positions posted shall include, but shall not be limited to, the following information:
  - i) nature of the position;
  - ii) location;
  - iii) category;
  - iv) any special skills or requirements; and
  - v) an indication of part-time (morning or afternoon, if known) or full-time.
- c) Excess to Location Teaching Assistants not successful in obtaining a position during the Voluntary Transfer process shall be considered in order of seniority, by the Board, for a position at or below their current level at the Regional Placement Meeting.
- d) A Teaching Assistant shall have the right to decline the position offered at the Regional Placement Meeting. Teaching Assistants who have elected to decline a position at their current level at the Regional Placement Meeting shall be declared Surplus to Region, and placed on the Recall List, but shall not have the right to bump. Teaching Assistants for which no placement could be found during the Regional Placement Meeting or who elect to decline a position below their current level shall be declared Surplus to Region, placed on the Recall List and shall have the opportunity to bump.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

12.06      Relocation During the School Year

- a) When a student (or program) moves from one location to another during the school year, the Teaching Assistant(s) working with that student (or program) shall normally move with the student (or program). Human Resources Services shall communicate with the Teaching Assistant(s).
- b) The Superintendent of Special Education Program Services, or designate, shall communicate with the Superintendent/Principal or designate, informing them of the transfer of the student (or program) and the name of the Teaching Assistant(s) going with the student (or program).
- c) Teaching Assistants who elect not to move with the student (or program) shall inform Human Resources Services in writing. Teaching Assistants who elect not to move shall be declared Surplus to Region and shall be placed on the Recall List.
- d) If the services of a Teaching Assistant are not needed in the student's new location or when a student leaves the school system, the Board shall, subject to availability, place the Teaching Assistant in an alternate assignment at their current level (1) within the Superintendency or (2) within the Region. If the Board is unable to place the Teaching Assistant in an alternate assignment, the Teaching Assistant shall be entitled to exercise their rights in accordance with Article 13.01.
- e) The Board shall arrange for any necessary training regarding specialized procedures.



ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

12.07      Administrative Transfer

- a) Administrative Transfers may only take place during the school year, with the approval of the appropriate Superintendent, the Superintendent of Special Education Program Services and the Human Resources Services Department, after consultation with the Association.
  
- b) Teaching Assistants Administratively Transferred may appeal the decision to the Director of Human Resources, Negotiations and Support Staff Services.

ARTICLE 13 - LAY-OFF AND RECALL

13.01 A lay-off, for the purpose of this Article, will be defined as a permanent reduction in the workforce. When the Board determines to lay-off or recall Employees, the following procedure will apply:

- a) In the event the Board decides that lay-offs are required in this bargaining unit, the Board shall discuss through the Liaison Committee circumstances surrounding the lay-off, possible alternatives and implementation issues. In such circumstances, the Board shall consult no less than thirty (30) calendar days in advance of the effective date of the lay-off.
- b) Long Term Casual Employees within a program, followed by Probationary Employees within the program shall be the first to be laid off within the program in which the reduction is to occur provided that the remaining Employees have the knowledge, training, skill, ability and qualifications to perform the required work effectively.
- c) If further lay-offs are required, Employees in the program within which the reduction is to occur shall be laid off in inverse order of their seniority, provided that the remaining Employees in the program have the knowledge, training, skill, ability and qualifications to perform the required work effectively.
- d)
  - i) Paragraphs b) and c) hereof shall not apply in cases of normal lay-off during Christmas, March Break and the summer vacation period, and shall only apply in cases of indefinite lay-off.
  - ii) In cases of indefinite lay-off, notice and severance shall be in accordance with the Employment Standards Act.

ARTICLE 13 - LAY-OFF AND RECALL (CONTINUED)

13.01 e) i) After Employees have been declared Surplus to Region in accordance with this article, and the Regional Placement Meeting in Article 12.05 d) has occurred, those Employees on the Recall List shall have the opportunity to bump the least senior Employee at the same job level or lower provided they have the knowledge, training, skill, ability and qualifications to perform the required work effectively or remain on the Recall List.

Notwithstanding the above, Employees who have declined a position offered at their current level at the Regional Placement Meeting shall not be eligible to exercise their bumping rights under this Article.

- ii) If the Employee is the least senior employee in the job level, the Employee shall have the right to bump the least senior employee in the next lowest job level or lower (excluding Pre-school Teaching Assistants) provided that the Employee has the knowledge, training, skill, ability and qualifications to perform the required work effectively or remain on the Recall List.
- iii) When it is necessary to bump, the following conditions must be met:
  - A) A part-time Employee cannot bump a full-time Employee.
  - B) An Employee cannot bump part of an assignment.
- iv) An Employee displaced by the bumping process or an Employee declining a position offered through the bumping process shall be placed on the Recall List in order of seniority.

ARTICLE 13 - LAY-OFF AND RECALL (CONTINUED)

- 13.01
- f) The bumping process shall normally take place in late August.
  - g) Employees shall be recalled from lay-off in order of seniority, provided they have the knowledge, training, skill, ability and qualifications to perform the required work effectively. Employees will be recalled only to positions at or below their previous job Level.
  - h) Recall shall be by telephone (in person), courier, registered mail, facsimile or electronic mail. It shall be the Employee's responsibility to keep the Board informed as to any change in address, telephone or facsimile number. Should an Employee fail to do this, the Board shall not be responsible for failure of a recall notice sent to reach such Employee. Registered mail and courier shall be deemed to be received the business day after it is sent. All other forms of notice shall be deemed to be received on the day sent. An Employee who is recalled to work must signify his/her intention to return within three (3) working days after a notice of recall has been received and must return within a further three (3) working days or forfeit his/her right to recall.
  - i) An Employee has the right to refuse one (1) recall position. Upon refusal of the position, the Employee shall move to the bottom of the Recall List. If an Employee chooses not to accept the second recall position, that Employee is considered to have waived the right to recall confirming the Employee's termination of employment from the Board.
  - j) Employees on the Recall List shall have first priority for casual assignments. Casual assignments may be refused without prejudice to the Employee's position on the Recall List.
  - k) Employees on the Recall List may apply for promotion in accordance with Article 10.02 b).

ARTICLE 13 - LAY-OFF AND RECALL (CONTINUED)

13.01        l)    Employees, other than casual or probationary employees, who are laid off will be retained on the Recall List for a period equal to their seniority at the time of lay-off but in no event to exceed twenty-four (24) months.

13.02        Lay-off and Recall - Permanent Pre-school Employees

a)    "Location" for the purpose of this Article, shall mean the school location to which the Pre-school Teaching Assistant is assigned.

b)    When the Board determines to lay-off or recall Permanent Pre-school Employees, the lay-off and recall procedures outlined in Article 13.01 shall apply with necessary modifications.

c)    Permanent Pre-school Employees shall only be entitled to bump in the Pre-school job classification.

d)    i)    Permanent Pre-school Employees who are recalled to a casual position in the Pre-school job classification will maintain their permanent status.

      ii)    Permanent Pre-school Employees are eligible to be recalled to a Level 1 position, provided they have the knowledge, training, skill, ability and qualifications to perform the required work effectively.

e)    Teaching Assistants who are not Permanent Pre-school Employees shall not be entitled to bump or be recalled to a position in the Pre-school job classification.

## ARTICLE 14 - GRIEVANCE PROCEDURE

### 14.01 Definitions

The following definitions shall apply in this Article:

- a) A "Grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- b) In this Article, "days" shall mean instructional days unless otherwise indicated.
- c) A "supervisor" shall mean Principal or appropriate Superintendent, whichever is the immediate supervisor of the complainant.

### 14.02 Informal Stage

A problem must be brought to the attention of the supervisor within twenty (20) days after the Teaching Assistant becomes aware, or would reasonably be expected to have become aware, of the circumstances giving rise to a complaint. A Teaching Assistant may be assisted by the Association in an attempt to resolve issues and prevent escalation to the formal stage of the grievance procedure. If a Teaching Assistant is unable to resolve a complaint informally, the Teaching Assistant may, with the concurrence of the Association, initiate a complaint with the Teaching Assistant's supervisor who shall answer the complaint in writing (if required) within ten (10) days of receipt of the complaint.

### 14.03 Formal Stage

- a) If the Teaching Assistant is not satisfied with the decision regarding the complaint then the Teaching Assistant may within ten (10) days take the matter up as a grievance in the following manner and sequence:

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

14.03        b) Step 1

The Teaching Assistant may initiate a written grievance through the Association, with the appropriate Superintendent of Schools through the Co-ordinator of Employee Relations. The appropriate Superintendent of Schools may convene a meeting with the grieving Teaching Assistant and Association representatives and such others as required within ten (10) working days of receipt of the grievance. The decision, in writing, to the Teaching Assistant and the Association shall be rendered within five (5) days following the meeting.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement;
- ii) a statement of the facts to support such grievance, including the specific Article(s) violated;
- iii) the remedy sought; and
- iv) the signature of the Teaching Assistant or Teaching Assistants concerned, and the President of the Association or designate.

Notwithstanding the above and where the Association and Board agree that it is appropriate, a grievance may proceed directly to Step 2 or Step 3.

c) Step 2

If the reply of the Superintendent of Schools is unacceptable to the Association, a written request will be made within ten (10) days to the Co-ordinator of Employee Relations or designate. The Co-ordinator of Employee Relations, or designate, may convene a meeting with the Association representative. The decision, in writing, shall be rendered to the Association within ten (10) days of the receipt of the grievance.

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

14.03 d) Step 3

If the reply of the Co-ordinator of Employee Relations or designate is not acceptable to the Association, a written request will be made within five (5) days to the Board's Grievance Committee through the Director of Human Resources, Negotiations and Support Staff Services. The Board's Grievance Committee shall meet within twelve (12) days to deal with the grievance. The Teaching Assistant, representatives of the Association and such other persons as may be required, may be in attendance. The decision, in writing, to the Teaching Assistant and the Association shall be rendered within five (5) days following the meeting.

e) Step 4

If the reply of the Board's Grievance Committee is unacceptable, the Association may then apply for Arbitration within fifteen (15) days of the receipt of the reply.

14.04 a) A grievance arising directly between the Board and the Association may be initiated by either the Board or the Association commencing with Step 2 of the Formal Stage, within twenty (20) days of the occurrence complained of.

b) A grievance which arises before or at the time of the retirement or death of a Teaching Assistant may be carried forward by the Association on behalf of the Teaching Assistant if initiated in accordance with the provisions of this article.



ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

14.05      Group Grievance

Where a number of Teaching Assistants have identical grievances and each Teaching Assistant would be entitled to grieve separately, they may present a group grievance in writing, signed by each grievor, and otherwise in accordance with Step 2 of the grievance procedure within twenty (20) days of the occurrence complained of.

14.06      Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to attempt to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

14.07      Arbitration

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the names of three (3) Arbitrators considered acceptable.
- b) The recipient of the notice shall, within five (5) days, inform the other party of the acceptance of one (1) of the three (3) proposed Arbitrators.
- c) If the recipient of the notice fails to appoint an Arbitrator or if the parties fail to agree on an Arbitrator, within five (5) days, the appointment shall be made by the Minister of Labour.
- d) The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee or employer affected by it.

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

- 14.07 e) The Arbitrator shall not by the decision rendered, add to, delete from, modify or otherwise amend the provisions of the Agreement.
- 14.08 Time restrictions may be extended if mutually agreed in writing. Where the time restrictions or any agreed extensions have expired:
- a) the Association may proceed to the next step of the procedure if the appropriate Board official exceeds the time allowed to act;
  - b) the Board may consider the grievance abandoned if the Association or Teaching Assistant exceeds the time allowed to act.
- 14.09 It is anticipated that the Arbitrator shall make every effort to render a written decision thirty (30) days from the date of the completion of the hearing of the grievance.
- 14.10 The Arbitrator has the powers of an arbitrator under the *Labour Relations Act*.
- 14.11 The decision of an Arbitrator is final and binding and shall be implemented by the appropriate authorities. There is no right to appeal the decision by either party.
- 14.12 There shall be no reprisals of any kind taken against any person because of participation in a grievance or complaint or arbitration procedure under this Agreement.
- 14.13 Should the investigation or processing of a grievance require that an involved Teaching Assistant be released from regular duties, the Teaching Assistant shall be released without loss of salary or benefits.

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

14.14        Cost of Arbitration

The fees for an Arbitrator shall be shared equally by the parties and such expenditures and fees shall be paid within sixty (60) days after the date of the decision of the Arbitrator.

14.15        Notwithstanding this Article 14, an Arbitration Board may be proposed by either party and if the parties agree that the grievance should be decided by an Arbitration Board, this Article shall apply with necessary modifications.

ARTICLE 15 - NOTICE OF RESIGNATION OR RETIREMENT

15.01 It is understood and agreed that a Teaching Assistant should notify the Board at the earliest opportunity when he/she plans to leave the employ of the Board. Accordingly, where a Teaching Assistant intends to terminate the Teaching Assistant's employment with the Board for any reason, including resignation or retirement:

- a) the Teaching Assistant shall give not less than thirty (30) days notice; provided that
- b) the Teaching Assistant shall give notice on or before May 31<sup>st</sup> when the Teaching Assistant intends to leave the employ of the Board before the start of the following school year; however
- c) the Board may waive the notice requirements under 15.01 a) or b).

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Leaves of Absence shall be as per Board Policy 23. The Board shall not amend the Policy during the term of this Agreement without the consent of the Association.

16.02 Statement of Policy

The Board has approved a plan for Leaves of Absence for Teaching Assistants. This plan shall apply to all permanent full-time and to all permanent part-time employees on a pro-rata basis. This plan shall address leaves of absence with pay and without pay in the following categories.

a) Sick Leave

Employees shall be entitled to accumulate sick leave at the rate of two (2) working days per month of service to a maximum of three hundred and twenty (320) working days, the administration of which shall be in accordance with Board procedures.

The amount of sick leave accrued to his/her credit will be shown on the employee's pay stub in hours.

b) Pregnancy/Adoption/Parenting Leaves

Pregnancy/Adoption/Parenting Leaves shall be as per Board Policy.

c) Leaves without Loss of Pay or Cumulative Sick Leave

Leaves without loss of pay or cumulative sick leave shall be as per Board Policy.

d) Leaves without Loss of Pay Due to Family Responsibilities

Leaves without loss of pay due to family responsibilities shall be as per Board Policy. In the matter of discretionary days, permission will not be unreasonably withheld.

ARTICLE 16 - LEAVES OF ABSENCE (CONTINUED)

16.02 e) Special Unpaid Leave

Teaching Assistants on unpaid leaves of absence may retain membership in the benefit plans by paying the full premiums applicable (subject to the rights of the insurer). In the matter of discretionary days, permission will not be unreasonably withheld.

f) Employee Funded Leaves

Employee funded leaves shall be as per Board Policy.

g) Professional Development

i) There shall be a Professional Development Fund to which the Board shall contribute \$150 per year, per active permanent full-time equivalent Teaching Assistant in this Association effective September 15<sup>th</sup> of each year.

ii) These funds shall be utilized for professional development activities approved by the Superintendent of School Services and Staff Development.

iii) A statement of STPDL funds will be issued in September of each year to the Chair of the Peel Teaching Assistants' Association STPDL Committee.

iv) The current STPDL criteria, as established by the Superintendent of Schools and Staff Development, will remain in effect for the term of this Agreement.

h) Leave to Assume Responsibilities with Outside Organizations

Leave to assume responsibilities with outside organizations shall be as per Board Policy.

ARTICLE 16 - LEAVES OF ABSENCE (CONTINUED)

16.03 Pregnancy/Parental Leave

An Employee granted a Pregnancy or Parental Leave in accordance with the provisions of the Employment Standards Act pursuant to the Board's Leaves Policy shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved supplementary benefit plan for the 2 week waiting period under E.I.C. at a weekly rate equal to 60% of the Employee's weekly insurable earnings under E.I.C. provided that the Employee

- a) is eligible for pregnancy or parental leave benefits under E.I.C. laws and regulations; and
- b) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C.  
(As further clarification, the weekly supplementary benefit for the 2 week waiting period shall be equal to the weekly benefit received by the Employee from E.I.C. during such leave.)

No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the Employee's normal employment period (i.e. July and August if 10 month employment). The supplementary plan shall be subject to approval by E.I.C.

16.04 Leaves for Association Business

If, at some future time, the duties of the President and/or other executive officer of the Association become a full-time position, a Leave of Absence shall be granted, on a full school year basis, for the duration of the term of Office. The leave shall be without loss of salary, benefits and seniority provided that the Association reimburses the Board for all costs. The Employee shall have the right to return to his/her former position and location for a period of up to two (2) years. If the leave extends beyond two (2) years, the Employee may return to a position through the Transfer and Surplus process.

ARTICLE 17 - BENEFITS

17.01 There shall be a Benefit Committee comprised of two (2) members appointed by the Association, and two (2) members appointed by the Board. This Benefit Committee shall meet, on request of either party, to discuss issues of mutual concern regarding benefits.

17.02 Where required by the plan administrator or carrier, participation in the Employee Benefit Plans stated herein is a condition of employment. However it is understood that participation in the Board's Extended Health and Dental Plans shall not be compulsory.

17.03 a) The Board shall contribute on behalf of each full-time Employee 100% of the cost of the Board's Extended Health Benefit Plan, Group Death Benefit Plan and Dental Plan.

b) Group Death Benefit

i) The Board shall assume 100% of the cost of a death benefit of up to three (3) times an Employee's annual salary computed to the nearest \$500.

ii) To determine the individual death benefit in force, all Employee's will have the option of one (1) times or three (3) times salary computed to the nearest \$500.

iii) An Employee shall have the option to purchase, at the Employee's expense, additional death benefit coverage, up to four (4) or five (5) times annual salary, subject to the terms of the plan.



ARTICLE 17 - BENEFITS (CONTINUED)

- 17.03           c) Full-time Employees on lay-off or leave of absence shall not be covered by these plans and the Board shall not be required to make cost contributions with respect to them, unless expressly provided otherwise in this Agreement. An Employee on leave of absence may retain his/her membership in any plan under Article 17, by paying full costs or premiums applicable (subject to the terms of the plan).

Notwithstanding the above, the Board shall pay 100% of the cost or premium of any plan under Article 17 in which the Employee participates, excluding Long Term Disability, during the statutory period of an approved Pregnancy or Parental Leave.

- d) A part-time Employee shall be entitled to the same benefit package as outlined in a), provided that the Board's contribution to the benefit costs or premiums shall be calculated on a pro-rata basis in the exact proportion that the Employee's part-time assignment bears to a full-time assignment, and provided that the Employee pays the balance of the benefit costs or premiums.

- 17.04           The Board reserves the right to change the carrier or administrator of the benefit plans outlined above, or continue the use of this or similar administrative-services-only plans provided that there shall be no material reduction in the overall level of benefits provided and the Board has consulted with the Association.

17.05           Workplace Safety & Insurance Board

- a) A copy of an Employee's Report of Injury/Disease (Form 7) shall be given to the Employee upon request.
- b) In the case of injury which is covered by the Workplace Safety & Insurance Board (W.S.I.B.), Employees will be placed on pay-direct upon approval of a W.S.I.B. claim.

ARTICLE 17 - BENEFITS (CONTINUED)

17.06      Long Term Disability

- a) The Board shall continue to administer the current L.T.D. plan. All eligible Teaching Assistants commencing employment with the Board, effective on or after December 1, 1987, shall as a condition of employment participate in the L.T.D. plan.
  
- b) Teaching Assistants shall assume 100% of the premium costs which shall include an administration fee of not more than 5% to be paid to the Board.

ARTICLE 18 - SCHOOL YEAR/HOURS OF WORK

- 18.01 Teaching Assistants shall normally be employed for the school year including professional development days and examination days and shall be laid off during Christmas, March Break and the summer vacation period.
- 18.02 Starting and finishing times shall be determined by the immediate supervisor.
- 18.03 Teaching Assistants working a full day shall receive an unpaid lunch of at least one-half (  $\frac{1}{2}$  ) hour each day free from assigned duties. A fifteen (15) minute paid rest period shall normally be scheduled in each half of the school day, subject to any mutually acceptable alternate arrangements. The schedule of lunch and rest periods shall be determined by the immediate supervisor.
- 18.4 Overtime must be approved in writing in advance by a Teaching Assistant's immediate supervisor or designate.
- 18.5 When approved, overtime shall be paid at the regular straight-time rate for all hours worked in excess of 32  $\frac{1}{2}$  hours per week, provided that a full thirty (30) minutes of overtime has been worked in excess of the employee's regularly scheduled daily hours. Approved overtime shall be paid at the rate of one and one-half times the regular straight time rate for all such hours worked in excess of thirty-five (35) hours per week.
- 18.06 a) In lieu of overtime pay, Teaching Assistants may be provided with compensating time off at the applicable overtime rate. Compensating time off may be accumulated up to a maximum 32  $\frac{1}{2}$  hours per school year.

ARTICLE 18 – SCHOOL YEAR/HOURS OF WORK (CONTINUED)

- 18.6
- b) A record of the accumulated time must be kept by the Teaching Assistant and approved in writing by the immediate supervisor. Such compensating time off shall be scheduled by the immediate supervisor. There shall be no carry-over of such accumulation from year to year. However if the immediate supervisor fails to schedule any portion of the compensating time off by the end of the school year, the Teaching Assistant shall be paid the balance in money.
  - c) When overtime is approved the Teaching Assistant and the supervisor shall establish, prior to the overtime being worked, whether compensation will be paid in the form of money or compensating time off.

ARTICLE 19 - PAID HOLIDAYS

19.01 The paid holidays recognized by the Board are as follows:

New Year's Day	Remembrance Day (if
Good Friday	declared a school holiday
Easter Monday	or if a day in lieu of
Victoria Day	is declared a school
Canada Day	holiday by the Board)
Labour Day	Christmas Day
Thanksgiving Day	Boxing Day

19.02 In order to qualify for paid holidays the Employee must work his/her full scheduled work period immediately preceding and following the holiday, or be on authorized paid leave.

ARTICLE 20 - VACATIONS

20.01 Vacation pay will be paid on regular earnings. Vacation pay will be paid on a bi-weekly basis as follows:

20 or more years continuous service	10%
10 to 19 years continuous service	8%
1 to 9 years continuous service	6%
Less than 1 year continuous service	6%

Employees shall not be permitted to take vacation during the school year.

ARTICLE 21 - RATES OF PAY

21.01 a) Subject to Article 21.01 b) an Employee's rate of pay shall be as follows:

Effective September 1, 1999 to August 31, 2000

<u>Level</u>	<u>Step 1 (Basic)</u>	<u>Step 2 (12 mos.)</u>	<u>Step 3 (24 mos.)</u>	<u>Step 4 (36 mos.)</u>	<u>Step 5 (48 mos.)</u>
1	12.96	13.63	14.28	14.95	15.62
2	14.49	15.21	15.97	16.71	17.43
3	16.18	17.00	17.82	18.65	19.50
4	18.07	19.00	19.92	20.86	21.77

Effective September 1, 2000 to August 31, 2001

<u>Level</u>	<u>Step 1 (Basic)</u>	<u>Step 2 (12 mos.)</u>	<u>Step 3 (24 mos.)</u>	<u>Step 4 (36 mos.)</u>	<u>Step 5 (48 mos.)</u>
1	13.21	13.90	14.56	15.24	15.92
2	14.77	15.51	16.28	17.04	17.77
3	16.50	17.33	18.17	19.01	19.88
4	18.42	19.37	20.31	21.27	22.19

ARTICLE 21 - RATES OF PAY (CONTINUED)

Effective September 1, 2001 to August 31, 2002

<u>Level</u>	<u>Step 1 (Basic)</u>	<u>Step 2 (12 mos.)</u>	<u>Step 3 (24 mos.)</u>	<u>Step 4 (36 mos.)</u>	<u>Step 5 (48 mos.)</u>
1	13.60	14.31	14.99	15.69	16.39
2	15.21	15.97	16.76	17.54	18.29
3	16.99	17.84	18.71	19.57	20.47
4	18.96	19.94	20.91	21.90	22.84

- b) The rate of pay for Casual Teaching Assistants shall be as follows:  
effective Sept 1, 1999 \$12.96 per hour (Level 1, Step 1)  
effective Sept 1, 2000 \$13.21 per hour (Level 1, Step 1)  
effective Sept 1, 2001 \$13.60 per hour (Level 1, Step 1)

21.02 It is agreed by the parties that the terms of this Collective Agreement provide to all employees covered by it, rights or benefits regarding holidays and vacation pay which are equal or greater than the minimums provided under the Employment Standards Act.

- 21.03 a) Salaries shall be paid in accordance with Board procedures on an even bi-weekly ten (10) month pay schedule.
- b) The direct deposit payroll method will apply to Teaching Assistants.



ARTICLE 21 - RATES OF PAY (CONTINUED)

21.04      Definition of Levels

Level 1      A Teaching Assistant in this level is classified as an Academic Classroom Assistant.

Level 2      A Teaching Assistant in this level is classified as a Pre-School Instructional Assistant.

Level 3      A Teaching Assistant in this level is classified as:

- a)            Special Needs
- b)            Behaviour

Level 4      A Teaching Assistant in this level is classified as:

- a)            Intervenor
- b)            Work Experience Assistant
- c)            B-3 Teaching Assistants

21.05      A Teaching Assistant shall progress one step on the salary grid on the anniversary date of starting in their permanent position. If a Teaching Assistant subsequently changes level then their anniversary date will be changed to the start date in the new level.

21.06      The Board in its discretion may grant, to a Teaching Assistant hired new to the Board, up to one (1) year of previous related experience.

21.07      a)      A Teaching Assistant who is promoted to a position at a higher level on the salary grid shall be paid at the lowest step which provides at least a six percent (6%) increase in pay.

b)      A Teaching Assistant who assumes an acting position at a level higher, than his/her regular position, on the salary grid shall be paid at the step which provides at least a six percent (6%) increase in pay over that applicable to the regular position.

ARTICLE 22 - HEALTH AND SAFETY

- 22.01
- a) The parties recognize that Teaching Assistants, the Association and the Board have rights and obligations with respect to protecting the health and safety of workers, under *The Occupational Health and Safety Act*, which is administered by the Ontario Ministry of Labour.
  - b) The parties agree to work co-operatively for the protection of the health and safety of all Teaching Assistants.
  - c) The parties agree to continue to participate in the Joint Health and Safety Committee, which shall meet at least once every three (3) months.
- 22.02
- a) A Teaching Assistant who is a worker under *The Occupational Health and Safety Act* may make a request through the workplace Health and Safety Representative to the Principal/Supervisor that an investigation be conducted if the Teaching Assistant believes there exists or could exist some aspect of the workplace's physical environment that constitutes a hazard to the Teaching Assistant's health or safety. A copy of such a request shall be given to the Board's Health and Safety Officer.
  - b) The Principal/Supervisor upon receipt of a request under 22.02 a), shall cause an investigation to be conducted within one (1) month, unless it is impossible to do so, and shall notify the Teaching Assistant and workplace Health and Safety Representative of the results.

ARTICLE 23 - NO DISCRIMINATION

23.01 Neither the Board, the Association, nor an Employee shall discriminate in their employment against any employee of the Board on any ground prohibited by the *Ontario Human Rights Code* or the *Ontario Labour Relations Act*.

ARTICLE 24 - ASSOCIATION COMMITTEES

24.01        Liaison Committee

The Board and the Association shall participate in a Liaison Committee composed of three (3) representatives appointed by each party, which shall meet when required to attempt to solve problems or issues arising during the term of this Agreement. The Committee shall have such additional resources as the parties may agree are required.

24.02        Training Committee

A Training Committee, consisting of not more than four (4) representatives of the Board and not more than four (4) representatives of the Association shall be established to discuss training issues. The Committee shall have such additional resources as the parties may agree are required.

ARTICLE 25 - TRAVEL ALLOWANCE

- 25.01        The Board shall apply Board Policy #40 for Teaching Assistants who travel on official Board business. Such mileage allowances shall not apply to the normal travel to and from one's place of residence and the school or other Board location.

ARTICLE 26 - CASUAL EMPLOYEES

26.01 Subject to Article 26.03, Casual Employees shall not by virtue of such employment become permanent or probationary employees. Notwithstanding any other provisions of this Agreement, the following shall be the only provisions of the Agreement which apply to Casual Employees:

Article 1 - Purpose  
Article 2 - Definitions  
Article 3 - Recognition  
Article 5 - Management Rights  
Article 6 - Association Security  
Article 7 - No Strikes or Lockouts  
Article 8 - Miscellaneous  
Article 9 - Personnel Files  
Article 10 - Hiring Process  
Article 14 - Grievance Procedure  
Article 17.05 - Workplace Safety Insurance Board  
Article 18 - School Year/Hours of Work (excluding Article 18.01)  
Article 22 - Health and Safety  
Article 23 - No Discrimination  
Article 25 - Travel Allowance  
Article 27 - Duration and Renewal of Agreement

In addition, Article 19 shall apply to Long Term Casual Employees.

26.02 Casual Teaching Assistants

- a) Casual Teaching Assistants shall be paid at the basic step of Level 1.
- b) Casual Teaching Assistants shall submit all time worked to Payroll in accordance with Board procedures.
- c) Casual Teaching Assistants shall not be eligible for any benefits except as required by the *Employment Standards Act*.

ARTICLE 26 - CASUAL EMPLOYEES (CONTINUED)

26.03      Long-Term Casual

- a) A Long-Term Casual shall be paid at the basic rate of the appropriate level of the job assignment. Human Resources Services shall confirm the assignment, the effective date and the appropriate rate of pay to the Teaching Assistant with a copy to the Association.
- b) A Long-Term Casual shall be entitled to an increment(s) if they remain in the same assignment for more than one (1) year.
- c) A Long-Term Casual can work more than two (2) consecutive years in the same assignment provided that they are replacing a permanent Teaching Assistant on a leave of absence authorized by the Board provided for under the collective agreement.
- d) Notwithstanding 26.03 c) and with the exception of Casual Pre-school Employees, a Long-Term Casual who is not replacing a permanent Teaching Assistant on an approved leave of absence and who has worked in the same assignment for a period of at least two (2) consecutive years shall be eligible to be re-classified as a permanent Employee provided that the Board has determined that there is a continuing need for that work to be performed on a permanent basis and provided that the individual successfully completes the probationary period in Article 26.03 f).
- e) Where the same assignment at the same location has been filled by Casual Teaching Assistants for a period of at least two (2) consecutive years and where the Board has determined that there is a continuing need for that work to be performed on a permanent basis, the Board shall post the position in accordance with Article 10.

ARTICLE 26 - CASUAL EMPLOYEES (CONTINUED)

- 26.03            f)    When a Long-Term Teaching Assistant becomes eligible for permanent status in accordance with Article 26.03 d), the Board may in its discretion reduce the probationary period to a period of less than six (6) months but not less than three (3) months. A Long-Term Teaching Assistant, upon the successful completion of the probationary period, shall be confirmed in the permanent position and they shall be credited with seniority from their start date in the Long-Term Casual assignment.



ARTICLE 27 - DURATION AND RENEWAL OF AGREEMENT

27.01 This Agreement shall continue in effect from September 1, 1999 to August 31<sup>st</sup>, 2002 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other, in writing, not less than thirty (30) days and not more than one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate this Agreement.

27.02 In the event notice of amendment or termination is given, negotiations shall begin within fifteen (15) days following notification of amendment as provided in Article 27.01 or any longer period which may be mutually suitable.

Dated at Mississauga and executed this\_ day of , .

FOR THE BOARD

FOR THE ASSOCIATION

LETTER OF INTENT  
RE: HEALTH AND SAFETY

At recent collective bargaining negotiations the Association raised the issue of safe lifting practices. The parties agreed to refer this issue to the Joint Health and Safety Committee for discussion. The Committee will report the outcome of their discussions to the Director of Human Resources, Negotiations & Support Staff Services and to the President of the Association within six (6) months following the ratification of this Agreement.

LETTER OF INTENT  
RE: TRAINING

At recent collective bargaining negotiations the Association raised the following issues.

1. the services and responsibilities outlined in the “Model for Provision of School Health Support Services-Appendix A” (Special Education Program Service #9)
2. the introduction of new techniques or equipment

The parties agreed to refer these issues to the Training Committee for discussion.

LETTER OF INTENT  
RE: LIAISON COMMITTEE

At recent collective bargaining negotiations the Association raised the following issues.

1. priority needs assessment for Casual Teaching Assistants
2. Teaching Assistant job descriptions
3. evaluation process
4. O.S.R. access
5. Pre-school Teaching Assistants
6. the scheduling of travel time for Teaching Assistants that are scheduled at more than one location on the same day
7. the supervision of students by Teaching Assistants during lunch and recess
8. car insurance

The parties agreed to refer these issues to the Liaison Committee for discussion. The Committee will report the outcome of their discussions to the Director of Human Resources, Negotiations & Support Staff Services and to the President of the Association within six (6) months following the ratification of this Agreement.

LETTER OF INTENT  
RE: BENEFITS

During recent collective bargaining negotiations, the Board and the Association discussed the high and escalating cost of the Board's benefits programs. The parties agreed that during the term of their new collective agreement, their Benefits Committee shall review various possible modifications to the Extended Health, Group Death Benefit and Dental Plans for the purpose of containing or reducing costs while maintaining high quality benefit programs.

LETTER OF INTENT  
RE: JOB EVALUATION

During recent collective bargaining negotiations, the Board and the Association discussed the job evaluation policies and procedures applied by the Board to the jobs in the bargaining unit. The parties agreed to refer this issue to the Liaison Committee for further discussion as to the concerns of the members of the bargaining unit regarding these policies and procedures.

## APPENDIX "A"

### Supplemental Employment Benefit (SEB) Plan for the Peel District School Board

1. The object of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by Pregnancy or Parental Leave for the purpose of adoption.
  
2. The following groups of employees are covered by the plan:  

Members of the Teaching Assistants' Association.
  
3. The other requirements imposed by the employer for the receipt or the non-receipt of the SEB are:
  - i) An employee must be eligible to receive Pregnancy or Parental benefits from E.I.
  
  - ii) Payment will not be made for any week in the waiting period which falls outside the employee's normal employment period. An employee employed on a ten-month basis will not be supplemented for any week during the waiting period which falls during the months of July and/or August.
  
4. Employees must apply for employment insurance benefits before SEB becomes payable.

APPENDIX "A" (CONTINUED)

5. Employees disentitled or disqualified from receiving E.I. benefits are not eligible for SEB. A SEB payment shall be made only when it has been verified that the employee has applied and qualified for E.I. benefits.
6. Employees do not have the right to SEB payments except for supplementation of E.I. benefits for the unemployment period as specified in the plan.
7. The benefit level paid under this plan is set at a weekly rate equal to 60% of the employee's weekly insurable earnings under E.I. It is understood that in any week, the total amount of SEB, employment insurance gross benefits and any other earnings received by employees will not exceed 95% of the employee's normal weekly earnings.
8. The maximum number of weeks for which SEB is payable is for the two week waiting period.
9. Payments in respect of annual salary or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payment received under the SEB plan.



December 6, 2000

Re: Excess Automobile Liability Insurance Coverage

This letter is written to clarify certain points regarding the Board's Excess Automobile Liability Insurance Coverage.

The coverage provides for a limit of liability of \$15,000,000 (fifteen million dollars) in excess of any valid Standard Automobile Insurance Policy to that held by any employee, volunteer, student or trustee of the Peel District School Board.

"Excess" is intended to mean over and above that coverage carried by the vehicle owner, the amount of which is legislated from time to time by the Ministry of Transportation for the Province of Ontario.

Coverage includes approved trips established in accordance with the Peel District School Board regulations while acting as an employee, volunteer, student or trustee, and is not restricted to regular school hours.

Approved trips are trips approved by a senior official, e.g., Vice Principal, Principal, Superintendent of Schools, in accordance with the regulations established by the Peel District School Board. In an emergency situation, e.g., transporting an injured student for medical attention, where it may not be possible to obtain such approval, the insurer would not invalidate a claim.

Should you have any questions regarding this matter, please do not hesitate to call me at (905) 890-1010, extension 2001.

Yours truly,

Dorothy J. Thomson, C.R.M.  
Risk Manager

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