



## **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD**

**AND**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

**REPRESENTING DISTRICT 18**

## **EDUCATIONAL ASSISTANTS**

**July 1, 2003 to June 30, 2005**

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**MISSION STATEMENT**

**To continue to build a vibrant  
Catholic community committed to  
the celebration of each individual by  
fostering a love of learning, through  
quality educational experiences, enabling  
all to respond in a Christian way to the  
challenges of life.**



## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of the collective agreement is to establish and maintain by mutual agreement; orderly collective bargaining relations; to promote cooperation and harmony between the Board, the Union, and the employees covered by the collective agreement; and to provide an amicable method of settling differences which might arise hereunder.

## **ARTICLE 2 – TERM OF AGREEMENT**

- 2.01 This Agreement shall be in effect from July 1, 2003 and shall remain effective until June 30, 2005 and unless either party gives to the other party a written notice of termination, or of a desire to amend this Agreement, then it shall continue in effect from year to year thereafter. Notice that amendments are required or that either party intends to terminate the Agreement may only be given within the period of not more than ninety (90) days and not less than thirty (30) days prior to expiration of this Agreement or any anniversary of such.
- 2.02 During the term of this Agreement, amendments to any of the Articles herein, together with date of implementation shall be made, in writing, and only by mutual consent of the parties.

## **ARTICLE 3 – RECOGNITION**

- 3.01 The Board recognizes the Union as the exclusive Bargaining Agent for all employees employed as Educational Assistants, save and except supervisors, persons above the rank of supervisor, temporary employees, students, and employees in bargaining units for which any trade union holds bargaining rights.
- 3.02 The Union recognizes the Negotiating Committee of the Board as the body competent to represent the Board and negotiate on its behalf.
- 3.03 The Board recognizes the right of the Union to elect or appoint a Negotiating Committee of up to four (4) bargaining unit members for the purpose of negotiating successive collective agreements with the Board. Where negotiations take place during scheduled work hours, the Board shall be responsible for compensating bargaining unit members. Members of the Bargaining Unit shall not lose pay for negotiating a collective agreement with the Board up to, but not including conciliation. The Bargaining Unit shall not be required to reimburse the Board for such members.
- 3.04 Both the Union and the Board recognize the right of each other to have advisors, agents, counsellors, solicitors, or any other duly authorized representatives to represent them in all matters pertaining to the negotiation and administration of this Agreement.
- 3.05 The Union 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.
- 3.06 A Labour/Management Co-operative Committee shall be established with no more than four (4) representatives of each of the Union and of management to discuss matters of concern. The committee will meet at the request of either party at a time mutually agreed upon.

While the Committee shall consider and attempt to resolve problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only and shall have no power to alter, amend, add to, or modify the terms of the collective agreement.

## **ARTICLE 4 – DEFINITIONS**

- 4.01 "Board" means the Wellington Catholic District School Board or a designate of the Board.

4.02 "District 18" means the organization of the Ontario Secondary School Teachers' Federation which is authorized to represent Educational Assistants.

4.03 "Federation" or "Union" means the Ontario Secondary School Teachers' Federation.

4.04 "Member" means a member of the Bargaining Unit representing Educational Assistants.

4.05 "OSSTF" means the Ontario Secondary School Teachers' Federation.

4.06 "Employee" means any or all of the Educational Assistants in the bargaining unit as provided in clause 3.01.

4.07 "Temporary Employee" means a person employed by the Board who works;

(i)  
on a temporary day-to-day basis not to exceed 120 consecutive working days  
in  
order to carry out a special project or for a time-specific student need;

-or-

(ii) a person hired to replace an absent employee for a period less than a semester  
or  
a school year, as the case may be;

- or -

(iii) A person hired to replace an employee who is on a legislated pregnancy/parental leave for up to one (1) year.

4.08 **Probationary Employees**

(a) Any full time and part-time employee will be considered a probationary employee for the first three (3) months of active employment.

(b)  
further understood that an Educational Assistant whose probationary period is interrupted by school closure during the summer months shall continue their probationary period immediately following the end of school closure.

The probationary employee shall maintain but not accumulate credit towards his/her probationary period outlined in (a) above during the summer closure, excluding statutory holidays.

For greater certainty the probationary period shall be exclusive of the summer break period, and absence due to illness or layoff. Such probationary period shall continue immediately following the employees return to work. The employee shall maintain, but not accumulate credits towards the probationary period during such inactive employment period.

(c)  
After completion of their probationary period the employee will be added to the seniority list with the seniority date effective from the original date of hire or as outlined in Article 12, Seniority.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

5.01 The Union recognizes that the management of the operations of the Board and the direction of the working force are fixed exclusively in the Board and shall remain solely with the Board. Without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Board to:

- (a) maintain order, discipline and efficiency;
  - (b) hire, evaluate, discharge, direct, classify, transfer, assign, retire, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim that an employee who has been unjustly discharged or disciplined may be the subject of a grievance in a manner and to the extent herein provided;
  - (c) establish and enforce reasonable rules and regulations to be observed by employees;
  - (d) generally to manage and operate the business of the Board in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used;
  - (e) the right to determine, alter and eliminate services, programs offered, the scheduling of work, the allocation and number of employees required from time to time, and all other matters concerning the operation of the Board;
  - (f) the right to determine the number of employees to be employed, including the qualifications, duties and responsibilities of the employees, the hours of work, the work year and work location;
  - (g) the right to ensure that employees adhere to the Roman Catholic philosophy.
- 5.02 The Board agrees that such rights shall not be exercised in a manner inconsistent with the provisions of the collective agreement.

5.03 The Board agrees that the provisions of this Article do not preclude representation and consultation by the Board and Union concerning any matter.

## **ARTICLE 6 - UNION RIGHTS**

- 6.01 The Union shall be allowed to carry out Union business on the Board's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, meetings between representatives and members, with permission of the Board and in accordance with Board Policy on Community Use of Schools.
- 6.02 The Board will provide a suitable place in each workplace for the posting of Union materials as approved by the Board.
- 6.03 It shall be the duty of each employee to notify the Board and the Bargaining Unit promptly and in writing of any change of address. If an employee fails to do this, neither the Board nor the Bargaining Unit will be responsible for failure of a notice to reach such employee.

## **ARTICLE 7 – NO STRIKE OR LOCK-OUT**

7.01 There shall be no strike or lock-out during the life of this Agreement. The terms "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

## **ARTICLE 8 – COMMUNICATIONS**

- 8.01 All official communications between the parties, arising out of this Agreement or incidental thereto, shall be in writing and shall pass between the Board and the President of the Bargaining Unit.
- 8.02 The Board agrees to supply the Union President by September 30th, each year with a list of Educational Assistants with name, school site(s), home address and telephone number.

#### **ARTICLE 9 – UNION MEMBERSHIP AND FEE DEDUCTION**

- 9.01 The parties agree that all employees of the Board covered by this agreement, shall, as a condition of employment, maintain membership in OSSTF and remain members in good standing. All new employees shall, as condition of employment, join OSSTF and remain members in good standing.
- 9.02 On each pay date on which an employee receives a pay, the Board shall deduct from each employee's pay the union dues. The district levy will be deducted in the amounts and on the dates as agreed with the Federation. The amount to be deducted shall be determined by the Union in accordance with its constitution and shall be communicated to the Board annually no later than June 30th of each year effective the following September.
- 9.03 No later than the 15th day of the month following the month in which deductions are made under this Article, the provincial union dues deducted shall be remitted to the Treasurer of the Federation at 60 Mobile Drive, Toronto and Treasurer of District 18, OSSTF, if so directed in writing by the Federation. Such remittance shall be accompanied with a list identifying the employees, and denoting where an employee has worked less than the full pay period.
- 9.04 No later than October 31 of each school year, the deduction of the District 18 levy will be forwarded to the District Treasurer, 464 Victoria Road North, Guelph Ontario, N1E 6M1.
- 9.05 The EA/WCDSB Bargaining Unit levy will be forwarded to the Bargaining Unit Treasurer, 464 Victoria Road North, Guelph Ontario, N1E 6M1.
- 9.06 The Union agrees to indemnify and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making Union dues deductions.
- 9.07 Within thirty (30) days, the Board shall give notification of all hiring of probationary and/or temporary employees to the Bargaining Unit President.
- 9.08 Within ten (10) days of becoming aware of transfers, layoffs, recalls, retirements, termination and leave of absence, the Board shall give notification to the Bargaining Unit President.

#### **ARTICLE 10 – GRIEVANCE PROCEDURE**

- 10.01 For the purposes of the Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the collective agreement including any question as to whether a matter is arbitrable.
- 10.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an Educational Assistant has no grievance



until they have first given their immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with the employee's immediate supervisor within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee or the Union. Failing settlement within five (5) working days, the complaint shall then be taken up as a grievance within ten (10) working days.

The Bargaining Unit may initiate a written grievance signed by the Grievance Officer and in accordance with Article 10.03(a) to the employee's immediate supervisor. The immediate supervisor will deliver their decision in writing within five (5) working days following the day on which the grievance was presented to them. Failing settlement, then:

STEP NO. 1

Within five (5) working days following the decision of the immediate supervisor, the Bargaining Unit may submit the written grievance to the Administrator of Human Resources. The Board shall deliver the decision in writing within five (5) working days from the date on which the written grievance was presented to them. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

STEP NO. 2

Within five (5) working days following the decision in Step No. 1, the grievance may be submitted in writing to the Director of Education. The parties shall meet within five (5) working days of the submission of the grievance at Step No. 2. The purpose of the meeting shall be to facilitate a resolution of the grievance or to otherwise clearly identify the issues in dispute. It is understood and agreed that a representative(s) as defined in Article 3.04 and the grievor may be present at the meeting. It is further understood that the Director may have such counsel and assistance as desired at such meeting. The decision of the Board shall be delivered in writing within five (5) working days of such meeting. Failing settlement, the grievance shall proceed in accordance with Article 10.08 below.

- 10.03 (a) At each stage of this procedure, the written grievance, signed by the grievance officer shall identify the nature of the grievance and the remedy sought and identify the provisions of the collective agreement which are alleged to have been violated. Beginning with Step No. 1, a written grievance will also be signed by the President of the Union.
- (b) A meeting established between the parties at any stage in this procedure shall be to facilitate a resolution of the grievance or to otherwise clearly identify the issues in dispute.
- (c) In the event of alleged harassment a grievance may be initiated at Step 1, where the alleged harasser is the person who would normally deal with the issue in the informal stage.

10.04 For the purposes of this article, working days shall be all days other than Saturdays, Sundays, and statutory holidays during the school year.

10.05 At any stage in this grievance procedure, timelines may be extended upon written consent of both parties.

10.06 **Policy Grievance**

A complaint or grievance arising directly between the Board and the Union concerning interpretation, application or alleged violation of the collective agreement shall be originated at Step No. 1 within ten (10) working days following the circumstances giving rise to the complaint or grievance, or ought reasonably to have come to the attention of the Union. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could institute and the regular grievance procedure shall not be thereby by-passed.

10.07 **Group Grievance**

Where more than one employee have identical grievances and each employee would be entitled to grieve separately, the Bargaining Unit may present a group grievance in writing. Said grievance shall identify each employee in the group and shall be presented to the Board within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Bargaining Unit. The grievance shall then be treated as having been initiated at Step No. 1, and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

10.08 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of the collective agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fifteen (15) working days after the decision under Step No. 2 is given, the grievance shall be deemed abandoned. Where such a written request is postmarked within thirteen (13) days after the decision in Step No. 2, it will be deemed to have been received within the time limits.

10.09 (a) Failure of the Board to comply with the time limits at any stage of the Grievance and Arbitration Procedure shall result in the grievor proceeding to the next Step of the procedure.

(b) Failure of the Union or grievor to adhere to the time limits at any stage of the Grievance and Arbitration Procedure shall result in deeming the grievance to be withdrawn, subject to the powers of an Arbitrator or Arbitration Board under the Labour Relations Act.

10.10 All settlements reached during the grievance procedure, between the representatives of the parties shall be final and binding upon the parties and upon the employees covered by the collective agreement and shall not be the subject of another grievance.

10.11 **Disciplinary Grievances**

(a) The Board agrees that it will not suspend, discharge or otherwise discipline an employee without just cause. It is understood that termination of a probationary employee's employment may entail a lesser standard of cause than for permanent employees covered by this agreement.

(b) In a matter involving suspension or discharge, the Board shall have the right, where it deems it to be necessary and appropriate, to remove the employee from the workplace immediately. In such cases the Board shall inform the Union of its action as soon as reasonably possible. Except for such situations, the parties agree that at the time formal discipline is imposed, up to and including discharge, or at any stage of the grievance procedure, an employee shall have the right, upon request, to the presence of a representative(s) from the Union. In a case of any formal discipline, suspension or

discharge, the Board shall notify the employee in advance of this right of representation. The employee shall be provided at this meeting with a written copy of the discipline.

It is understood by both parties that a verbal warning or reprimand is not considered formal discipline for the purposes of this article.

10.12

**Grievance Mediation**

- (a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect 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.
- (b) The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the mediation procedure is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

**Arbitration**

- 10.13 When either party requests that any matter be submitted to arbitration as provided in Article 10, it shall make such a request in writing addressed to the other party to the collective agreement, and at the same time, name a nominee. Within five (5) working days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.
- 10.14 No person may be appointed chairperson of an arbitration board or nominee who has been involved in an attempt to negotiate or settle the grievance.
- 10.15 Each of the parties shall pay for its own expenses, including its own witnesses, the expenses of its nominee, and one-half (1/2) of the fees and expenses of the chairperson of the Arbitration Board.
- 10.16 No matter may be submitted to arbitration which has not been properly carried through all previous required steps of the Grievance Procedure.
- 10.17 The Arbitration Board shall not be authorized to alter, modify or amend any part of the collective agreement, nor to make any decision inconsistent with the collective agreement, nor to deal with any grievance outside its specific jurisdiction as set out in Article 10.01 above.
- 10.18 The proceedings of the Arbitration Board will be expedited by the parties hereto. The decision of the majority or, where there is no majority, the decision of the chairperson, shall be

final and binding upon all concerned.

- 10.19 Wherever Arbitration Board is referred to in the collective agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

#### **ARTICLE 11 – EMPLOYEE FILES**

- 11.01 A copy of any completed evaluation which is to be placed in an employee's personnel file shall first be reviewed with the employee. The Educational Assistant shall sign such evaluation as having been read and shall have the opportunity to add their views to such evaluation prior to it being placed in the file.
- 11.02 The personal file respecting an Educational Assistant shall be maintained by the Board and shall be available and open to the Educational Assistant for inspection following 48 (forty eight) hours written notice (including e-mail) at any reasonable time during the regular working hours of the Board in the presence of a member of the Human Resources Department.
- 11.03 If the Educational Assistant is of the opinion that the records contains an error, he/she may request a correction of the personal information. If the request for a correction is refused, the employee has a right to attach a statement of disagreement to the record.
- 11.04 An Educational Assistant shall be entitled upon request to copies without cost, of any materials contained within the personnel file.
- 11.05 A member may request that the Bargaining Unit President or designate accompany the member to review the personnel file, or provide written authorization for the President or designate to examine the file.
- 11.06 Any letter of discipline will be removed from the record of an employee thirty-six (36) months and two school days following the date of the letter, except where the letter of discipline concerns inappropriate conduct toward a student.

#### **ARTICLE 12 – SENIORITY**

- 12.01 Seniority is defined as the length of service as an Educational Assistant in the bargaining unit, subject to the provisions in this Article, and shall include service with the Board as an Educational Assistant prior to the certification of the Union measured from date of last hire. Ten (10) month part-time employees shall be treated the same for seniority purposes as ten (10) month full-time employees.

#### **Seniority List**

- 12.02 (a) The Board shall maintain a seniority list showing date of last hire, and whether

the employee is full or part-time and the length of seniority of each employee. An updated list will be provided to the Bargaining Unit President.

- (b) The Board shall post in each workplace an up-to-date seniority list by September 30th of each year, setting out the names of employees, and seniority ranking. Any question of accuracy must be submitted to the Board within thirty (30) days of the posting, failing which the list shall be deemed to be accurate.
- (c) For the purpose of breaking a tie, the following criteria will be used:
- i) previous experience as an Educational Assistant with the Board; then
  - ii) a lot conducted by a designate of the Board and the Bargaining Unit President or designate as appointed by the Union.

12.03 An employee who is on an approved leave of absence from work due to illness or injury shall continue to accumulate seniority during the period of such absence, up to maximum of twenty four (24) months. For absences over twenty four (24) months, the employee shall maintain that seniority upon return.

12.04 An employee who is absent from work for a period in excess of six (6) months due to an approved personal leave of absence shall not continue to accumulate seniority during such period but shall maintain their seniority upon return.

12.05 **Loss of Seniority**

An employee shall lose all seniority and his/her employment shall be deemed to have been terminated in the event of the following:

- utilizes the
- (a) voluntary resignation or retirement;
  - (b) is discharged and not reinstated through the Grievance/Arbitration procedure;
  - (c) fails to return to work upon the expiration of a leave of absence, or leave of absence for a purpose other than that for which it was intended;
  - (d) fails:
    - (i) within seven (7) working days from the mailing of Notice of Recall sent by registered mail to his/her last known address to signify his/her intention to return from lay-off, and further;
    - (ii) to return to work within fourteen (14) calendar days thereafter unless agreed to in writing by the Board and the employee;
  - (e) if the employee is laid off for a period of twenty four (24) consecutive months.

(f) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Board of such absence and providing a reason satisfactory to the Board

## **ARTICLE 13 - ALLOCATION OF STAFF, LAYOFF, RECALL and SURPLUS TO SITE**

### **Allocation of Staff**

13.01 The Superintendent of Education and Administrator of Human Resources or designate will annually review the assignment of and allocation of Educational Assistants and endeavour to complete the staffing procedure and inform the Principal of each school site of his/her allocation of Educational Assistants by June 15 for the following September.

### **Layoff**

13:02 Where a reduction in the number of employees becomes necessary, the Board shall take the following steps, in order, before utilizing the layoff procedure outlined in Article 13:

- (a) inviting retirements;
- (b) accepting voluntary resignations;
- (c) offering leaves of absence in accordance with Board Policy;
- (d) offering interested employees the option of reducing from full time to part time.

13.03 In the case of lay-off, employees shall be laid off in the reverse order of their bargaining unit seniority. The Board shall be responsible for granting an exception in order to meet the needs of a particular student.

It is agreed by the parties that qualifications, skills and abilities will be taken into account, which may include fluency in the language of instruction.

### **Temporary lay-off**

13.04 A temporary lay-off shall be defined as a lay-off of fifteen (15) consecutive working days or less caused by the short-term absence of the student, where it is anticipated that the student will return. Subject to qualifications, skills and abilities, in the event that a student is absent for a short-term period of fifteen (15) consecutive working days or less, the Board shall make every effort to reassign the Educational Assistant for this period of time.

13.05 If the student is absent beyond fifteen (15) consecutive working days, or it is known at the outset the student will be absent for more than fifteen (15) consecutive working days, the Educational Assistant will be laid off, if no permanent assignment is possible, in accordance with qualifications, skills and abilities. Such employee will have bumping rights in accordance with article 13.13.

13.06 The Board will discuss with the Union any questions with respect to implementing lay-off, and recall in accordance with Article 13.

13.07 The parties agree that the Board need not follow the procedures outlined in Article 13 when Educational Assistants are laid-off for Christmas, Summer and March Break.

## **Recall**

- 13.08 Educational Assistants shall be recalled in order of seniority, subject to student needs, qualifications, skills and abilities.
- 13.09 Subject to qualifications, skills and abilities, no new employee shall be hired until all laid-off employees have been given an opportunity for recall.
- 13.10 The Board shall notify the employee being recalled, in writing, by registered mail, to the last address on file. The employee shall notify the Board of acceptance within seven (7) working days after the mailing of the recall notice. It is understood that the Board will normally attempt to contact employees being recalled by telephone prior to initiating written correspondence.
- 13.11 An employee on layoff-off shall be subject to recall to a vacancy for a twenty four (24) month period from the date of lay-off and will retain seniority accumulated prior to layoff. An employee shall have the right of refusal to no more than two offers of recall, after which the employee shall forfeit the right to recall and will lose seniority in accordance with Article 12.05.

## **Surplus to Site**

- 13.12 If an Educational Assistant assignment within the work site is eliminated or reduced, the employee within that work site with the least bargaining unit seniority will be declared surplus to the work site, unless a more senior employee at that site elects to transfer.
- 13.13 Members declared surplus, shall be ranked in order of seniority, greatest to least, beginning with the most senior surplus employee, the bumping process shall occur in the following order:
- (a) into a vacant position(s) with the total equivalent time allotment;
  - (b) into the position(s) held by the least senior employee(s) with the total equivalent time allotment;
  - (c) into the position held by the least senior employee;
  - (d) An employee who has been declared surplus and who chooses not to exercise their rights to follow the process, shall indicate to the Board in writing of their request and shall be laid off and be placed on the recall list in order of seniority.
- 13.14 The Board reserves the right to make exceptions to the above process on the basis of special student requirements or distance/transportation requirements.
- 13:15 Employees on the recall list shall be given first consideration for filling temporary assignments. Such employees shall remain on the recall list for recall to a permanent position.

## **ARTICLE 14 – JOB POSTING**

- 14.01 (a) When a permanent position becomes vacant or a new position is established by the Board within the bargaining unit, other than a temporary vacancy as defined in Article 4.07, the Board will post a notice of vacancy for five (5) working days in all schools covered by this agreement. Interested applicants for such vacancy shall notify the Human Resources Department

by facsimile within the five (5) days posting period referred to herein.

(b) Subsequent openings, which are a result of an initial job posting, will be posted by the Board for two (2) working days in all schools covered by this agreement. Interested applicants for such vacancy shall notify the Human Resources Department by facsimile, phone, or e-mail within the two (2) day posting period referred to herein.

14.02 Postings will include the following information: nature of position, location, hours of work, wage rate, responsibilities and duties, qualifications, where applications are to be sent and deadlines for applications.

14.03 (a) In filling vacancies under this agreement, the Board shall base its decision on the applicant's qualifications, skills and ability to perform the duties of the position. The qualifications considered by the Board shall be those necessary to perform the work and shall be subject to the needs of the student and the scheduling requirements of the school.

Qualifications being equal, seniority shall be the deciding factor. If a senior applicant is refused a position, they shall be given the reason for such refusal in writing.

The Board reserves the right to make exceptions to the above process on the basis of special student requirements.

(b) Successful applicants and newly hired employees will not be eligible for transfer except at the discretion of the Board, for six (6) months from the last date of transfer, or hire unless:

i) such move will provide an increase in hours worked

ii) the employee has not physically moved to the last position assigned.

14.04 Employees, who are members of the Bargaining Unit, and have applied for the vacancy, shall be given first consideration, prior to candidates external to the Bargaining Unit, for posted vacancies.

14.05 To allow employees greater access to permanent job opportunities which become vacant during the summer, the Board will establish a telephone information Hot Line, commencing the Monday of the third week of August for 5 (five) days to advertise such vacancies. The Human Resources Department will advise all employees of the process by posting a notice during the month of June in each year.

14.06 The Bargaining Union President shall receive a copy of all job postings.



- 14.07 If a grievance is filed pertaining to a job posting decision and such decision is subsequently reversed, employees who have been promoted or transferred as a result, will be returned to their former positions if such positions continue to exist. An employee whose former position no longer exists shall be subject to lay off and may exercise bumping rights, if any, in accordance with Article 13.
- 14.08 The Board shall endeavour to complete the staffing procedure by June 15th each year, for the following school year. The Board will also endeavour to inform employees affected by layoff on or before June 20th for the upcoming school year.
- 14.09 Notwithstanding the provisions of Article 14, if a vacancy occurs within thirty (30) working days of the end of the school year, the Board may fill the vacancy with a temporary appointment without posting, and as outlined in this agreement.

#### **ARTICLE 15 – WORKING CONDITIONS**

The duties and responsibilities of an Educational Assistant will be assigned by the Principal in accordance with the job description.

- 15.01 The work year shall commence on the first day of each school year and will end on the last day of classroom instruction within the semester (secondary), or school year (elementary).

Educational Assistants will be assigned supervision duties on an equitable basis, and are expected to attend regular staff meetings as required by the Principal.

In the event that an Educational Assistant is required to work additional hours, the Principal will obtain prior approval from the Superintendent of Education as outlined in Memorandum # H.R,01:14. Additional time will be paid at the regular hourly rate of pay, however a minimum of one-half (1/2) hour additional time (not accumulated) must be worked in order for an employee to qualify for additional time.

- 15.02 (a) It is agreed that Educational Assistant assignments are subject to the needs of students and the scheduling requirements in the school.
- (b) Full-time Educational Assistants will be assigned a standard work week of 28.0 (twenty eight) hours per week between the hours of 8:00 a.m. and 4:30 p.m. This will include a 10 minute paid break in the morning and afternoon, the time of the break will be determined by the Principal.
- (c) A part-time Educational Assistant is defined as an employee who works less than twenty eight (28.0) hours per week, or a minimum of two and three quarter (2.75) hours per scheduled work day.
- (d) Part-time Educational Assistants will receive a ten (10) minute paid break in accordance with the Employment Standards

Act.  
The time of the break will  
be determined by the Principal.

(e) This Article shall not be construed or interpreted to restrict the Board's rights pursuant to Article 5 of this Agreement.

15.03 Full-time employees shall receive an unpaid, uninterrupted lunch break of not less than thirty (30) minutes.

15.04 The Board shall provide two (2) paid days for Professional Development and/or Pastor Teacher Day or Spiritual Development Day.

15.05 All Educational Assistants shall be provided with a current collective agreement by the Board. The Board agrees to provide new employees with the name, work location and phone number of the President of the Bargaining Unit.

15.06 When an employee is absent, a temporary employee may be called in by the principal/supervisor to provide coverage.

15.07 No Educational Assistant shall be required to drive students in their own personal or other vehicle. An Educational Assistant who volunteers to drive a student will adhere to the guidelines established in Board Policy on Volunteers in Schools.

15.08 An employee who volunteers and is assigned by the Principal, to an overnight assignment shall be paid a maximum of twelve (12) hours pay at the regular hourly rate for each twenty-four (24) hour period.

#### **ARTICLE 16 - CONTRACTING OUT**

16.01 No Bargaining Unit employee shall be laid off or have his or her hours reduced as a result of the use of volunteers, co-op students or students completing work assignments.

#### **ARTICLE 17 – LEAVES OF ABSENCE WITH PAY**

17.01 (i) Compassionate Leave shall be granted by the immediate Supervisor, without loss of pay, to a maximum of five (5) consecutive days at the time of death for time lost during the normal work week, in the case of the death of a husband, wife, child, mother, father, grandchild, to attend the funeral and /or matters pertaining thereto.

(ii) Compassionate Leave shall be granted by the immediate Supervisor, without loss of pay, to a maximum of three (3) consecutive days at the time of death for time lost during the normal work week, in the case of the death of a sister, brother, son-in-law, daughter-in-law, current mother-in-law, current father-in-law, to attend the funeral and /or matters pertaining thereto.

(iii) Compassionate Leave shall be granted by the immediate Supervisor without loss of pay to a maximum one (1) day for time lost during the normal work week in the case of the death of a grandparent, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, to attend the funeral and /or matters pertaining thereto.

- (iv) Additional compassionate leave(s) of absence, without pay, may be granted by the Board.

### **Miscellaneous Leaves**

- 17.02 An employee's salary shall be paid when the employee is absent from duty for any of the following reasons:
  - (i) quarantine;
  - (ii) jury duty or duty as a witness when the employee has been summoned by subpoena. The employee shall pay to the Board any fees, exclusive of travelling allowances and living expenses received as a juror or witness.
- 17.03 Every member is entitled to continued payment of wages to the extent of his or her accumulated sick leave, where, because of exposure to a communicable disease, the member is quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon his/her duties. Days absent shall be deducted from sick leave credits.
- 17.04 Additional leave(s) of absence, without pay, may be granted by the Board.
- 17.05 Leave of Absence with pay shall be granted to the President or designate for up to ten (10) days in the school year for the purpose of attending to Union business. The Union agrees to reimburse the Board for the wages paid on such days.
- 17.06 Leave of Absence with pay shall be granted, if requested, for full time or part leave, to the member elected to the office of Bargaining Unit President, for the period of the term of office. The Union shall reimburse the Board for the salary and the benefits of the individual, less an amount equivalent to thirty (30) one half(1/2) days salary and benefits cost.

Such member shall be treated in all respects as if they were at work. The member shall return to the same position they held prior to the leave if it still exists or to an equivalent position following the layoff and recall procedure.

- 17.07 Leave of absence shall be granted, for the term of office, to a member elected or appointed to the position of District President, or to a position at the OSSTF Provincial Office. The Board shall be reimbursed an amount equivalent to the salary and the benefits of a member holding such position. Such a member shall be treated in all respects as if he or she was at work.

A member on leave as outlined in this article shall return to the same position he or she held prior to the leave, if it still exists, or to an equivalent position following the LayOff and Recall procedure.

### **ARTICLE 18 - LEAVE OF ABSENCE WITHOUT PAY**

- 18.01 (a) Leave of absence without pay for up to one (1) year may be granted by the Board. Where possible, the employee will be placed upon return from leave in a comparable position to the position the employee held prior to the leave.
- (b) An employee shall apply in writing to the Board for a leave of absence without

pay one (1) month prior to beginning the leave.

## **ARTICLE 19 - SICK LEAVE**

- 19.01 (a) Commencing September 1 of each year, the Board shall grant each Educational Assistant with two (2) sick leave credits for each month in which the employee is scheduled to work between September 1 and June 30 of the current school year. Such sick leave credits shall be granted in total, on the first work day of each school year.
- (b) There is no sick leave benefit available to an employee receiving compensation provided by the Workplace Safety and Insurance Board.
- 19.02 (a) Employees shall be entitled to have 100% of the unused portion of their annual sick leave credit transferred annually each June 30th to their accumulated sick leave credit.
- (b) The maximum accumulation of the reserve in any year, shall be eighty (80) sick leave credits.
- (c) Accumulation in excess of the maximum accumulation of the reserve for any employee shall not be carried forward to the credit of that employee.
- (d) After the sick leave to which an Educational Assistant is entitled has been used in any school year, each employee shall continue to receive pay under the plan for absence caused by sickness or injury up to the amount of his/her accumulated sick leave reserve and the number of days accumulated reserve to his/her credit.
- (e) If, because of absence, an Educational Assistant's cumulative sick days credit has been reduced, it may be built up again in subsequent years.
- 19.03 Probationary Educational Assistants shall become eligible for sick leave credit upon completion of their probationary period, at which time the credit shall be calculated from date of hire.
- 19.04 An Educational Assistant ill/injured as the result of an occupational injury or disease shall report said injury within three (3) working days to the Human Resource Department. An Educational Assistant absent as a result of an occupational injury or disease shall be required to produce a medical certificate within three (3) days of absence. Cost of such certificate will be paid by the Board.
- 19.05 An employee who has been given a leave of absence, with or without pay, for any reason or an employee who is laid off shall not accumulate any sick leave credit for the period of such absence, and the accumulated balance shall be adjusted accordingly.

19.06 The Board shall require an Educational Assistant to submit a doctor's note from a qualified medical or dental practitioner to justify an absence due to illness or injury of three (3) or more consecutive days or for an absence from work for a shorter period if, in the opinion of the Board, such action is necessary. The Board shall not be required to pay for such absence until it receives satisfactory medical documentation. The cost of such doctor's note is the employee's responsibility.

The Board reserves the right to request additional medical evidence, if, in the opinion of the Board, a particular case requires such action. The cost of the additional certificate/medical report will be paid by the Board.

19.07 (a) An Educational Assistant shall first draw from their annual sick leave credits and second from their sick leave reserve upon depletion of their annual credits.

(b) The employee shall withdraw up to a maximum credit equivalent to their current hourly rate times their regularly scheduled hours of work per day.

19.08 In a case where an Educational Assistant is reimbursed by a third party for loss of salary or wages due to an accident, the Educational Assistant shall be required to repay the Board the amount of monies received by said Educational Assistant from the Board under the sick leave provisions. The Board after receipt of such repayment shall credit the Educational Assistant's sick leave credit to the extent applicable.

19.09 When an Educational Assistant is unable to work due to illness, the Educational Assistant must notify their Principal or designate at the beginning of their scheduled day of work. In the event of an extended illness, an Educational Assistant shall notify their Principal and the Salary and Benefits Administration Officer of their progress on a regular basis.

19.10 An Educational Assistant shall indicate their absence due to illness/injury on their time sheet.

## **ARTICLE 20 - PREGNANCY /PARENTAL LEAVE**

20.01 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act 1996 as amended from time to time.

20.02 Pregnancy/Parental leave may be extended up to two (2) years by arrangements with the Director of Education or designate, at the time the request is made.

Where possible, any member on an extended pregnancy/parental leave shall be placed upon return from leave in a comparable position to the position the employee held prior to the leave.

## **ARTICLE 21 – VACATIONS**

21.01 Hourly rated employees shall be granted vacation on the following basis:

### **Years of Service**

4% vacation pay for up to 3 years of service

6% vacation pay for more than 3 years of service but less than 10 years of service

8% vacation pay for more than 10 years of service but less than 18 years of service

11% vacation pay for more than 18 years of service

21.02 It is understood that it is the responsibility of the Board to issue a Record of Employment within the time frame set out by the Employment Insurance Commission to all employees affected by school closure and affected employees shall not be required to make a written request for their Record of Employment nor shall the receipt of such notice be interpreted as termination.

## **ARTICLE 22 – PAID HOLIDAYS**

22.01 All employees shall receive the following holidays without loss of pay:

Good Friday	
Christmas Day	
Easter Monday	Boxing Day
Thanksgiving Day	New Year's Day
Victoria Day	

- 22.02(a) (i) An employee is only entitled to receive the above-mentioned holidays without loss of pay if the employee is not on lay-off and the employee works their last scheduled working day before and their first scheduled working day after the holiday.
- (ii) If a paid holiday occurs when an employee is on authorized leave, he or she shall receive the holiday pay. For the purpose of this article "authorized leave" shall be defined to mean permission for absence the day prior to or immediately following the paid holiday. This article applies to short term leaves of less than twenty (20) consecutive working days in accordance with Board Policy.
- (b) An hourly rated employee who qualifies for holiday pay shall be paid the proportion of a day's pay that the employee usually and customarily works.

## **ARTICLE 23 – GENERAL PROVISIONS**

23.01 An employee covered by this agreement, who is required to travel between locations as a requirement of the job shall be paid mileage costs, in accordance with the Board approved rate.

23.02 When an employee is required for job related reasons to have the particular vaccination the Board shall pay the cost if the cost is not covered by the Ontario Health Plan.

### **Omers**

23.04 (a) The OMERS Pension Plan is a mandatory condition of employment for all new employees commencing on their date of hiring with no minimum earnings or hours of employment restrictions.

(b) The Board agrees to deduct the necessary contributions from the pay of each eligible employee for the Ontario Municipal Employees Retirement System (OMERS),

(c) The Board will contribute an amount of money equal to the employee's deduction for the OMERS Pension Plan in accordance with the governing legislation for the basic plan.

(d) Those existing employees who elected not to join the OMERS Pension Plan and therefore signed a waiver of membership shall have the option to join the plan however are excluded from mandatory enrolment. Those employees who continue to waive their membership will be required to sign an annual waiver.

**Benefits**

23.05 (a) The Board shall pay 95% of the costs of premiums as of September 1st of each year of the contract.

For the above mentioned benefits the Board will pay its required percentage based on premiums in effect as of September 1, for each eligible employee. The Board will deduct the balance of the premium cost, for each eligible employee, from the employee's pay each month.

(b) From the date of hire, the Board will remit the required monthly premium to an insurer on behalf of its eligible employees and their eligible dependent(s), to provide the benefits hereinafter specified:

<b>Benefit:</b>	<b>Premium Cost</b>	
<b>Premium</b> (effective October 1, 2003)	<b>Covered by</b>	
<b>Cost to</b>	<b><u>Employer:</u></b>	<b><u>Employee:</u></b>
<b><u>Employer Health Tax: (EHT)</u></b>	100%	N/A
<b><u>Extended Health Care:</u></b>	95%	5%
<b><u>Pay Direct Prescription Drug Card:</u></b> \$2.00 deductible per prescription		
<b><u>Major Medical:</u></b> 90% reimbursement		
<b><u>Medi Passport: :</u></b> 1-800 Emergency Travel Assistance 100% reimbursement		
<b><u>Group Life Insurance:</u></b>		
Choice of 1x salary	95%	5%
Choice of 2x salary	95%	5%
<b><u>Dental:</u></b> 2000 ODA fee schedule	95%	5%

**Effective September 1, 2004 -2001 ODA fee schedule**

Level I - Basic Restorative - 9 month recall

Level II (Endodontist/periodontist)

Level III (Major Services - Caps/Crowns/Bridges/Dentures) 50% co-insurance with \$1,500 annual maximum, and;

Level IV (Dependent Ortho) for children up to age 19 at 50% co-insurance with \$1,500 lifetime maximum

**Vision:**

During a twenty four (24) month period, an eligible employee (only) may claim a maximum of one hundred and twenty five (\$125. 00) for vision care (administered by the Board). The employee will be reimbursed upon submission of a receipt and copy of the prescription in the employee's name.

**Hearing Aids:**

As prescribed by an Ear/Nose/Throat Specialist up to a maximum of five hundred (\$500), over a period of five (5) benefit years.

(c) All benefits outlined above are compulsory. In the event of spousal coverage, exemption may be claimed for Extended Health Care and Dental.

(d) Full-time Educational Assistants regularly working twenty four (24) hours or more are entitled to the benefits provided above.

23.06 It is the responsibility of the employee to advise the payroll department of any changes in status for purposes of eligibility. Upon remittance of the required premium, the Board shall be relieved of liability to an employee and their dependent(s) with respect to such benefits.

23.07 The Board may arrange with any carrier to provide employee benefits provided that the benefits or coverage are not less than those specified in Article 23.05.

23.08 Any Employment Insurance (E.I.) Premium reductions to which members are entitled shall be reimbursed to the Bargaining Unit Treasurer by June 30th each year.

**ARTICLE 24 – JOB QUALIFICATIONS AND WAGE SCALES**

24.01 (a) Educational Assistants who are unqualified at the time of ratification of this collective agreement, and are currently permanent employees, who are either assigned or on the recall list, will be deemed as qualified.

Such employees will be required to complete in-service training provided by the Board, in order to remain qualified. Such training to be provided on Early Dismissal Days and shall be considered paid work time.

(b) Qualified Educational Assistants shall hold one of the following:

- i) Educational Assistant Certificate
- ii) Registered Nurse
- iii) Registered Nursing Assistant
- iv) Teacher's Certificate
- v) Early Childhood Education Diploma
- vi) Developmental Services Worker Diploma
- vii) Personal Services Worker Diploma

or any other qualifications that the Board deems to meet its requirements of a Qualified Educational Assistant, or an Educational Assistant as outlined in 24.01(a).

24.02 New employees will be hired at the minimum of the job level, unless directly



related experience or education as evaluated by the Board justifies a starting salary above the minimum of the salary range.

24.03 All newly hired employees shall be placed at Step 1 on the salary grid.

24.04 The Board shall pay wages bi-weekly in accordance with Article 24.06.

24.05 An employee who is injured in the workplace and is eligible to be compensated by the Workplace Safety and Insurance Board will be entitled to receive 100% of their regular salary.

24.06 **Wages Scales - July 1, 2003 to June 30, 2004**

STEP 1 Minimum	STEP 2 12 months	STEP 3 24 months
\$15.17/hr	\$16.24/hr	\$18.40/hr

**Wages Scales - July 1, 2004 to December 31, 2004**

STEP 1 Minimum	STEP 2 12 months	STEP 3 24 months
\$15.42/hr	\$16.52/hr	\$18.72/hr

**Wages Scales - January 1, 2005**

STEP 1 Minimum	STEP 2 12 months	STEP 3 24 months
\$15.69/hr	\$16.81/hr	\$19.05/hr

There shall be a lump sum payment of \$150.00 paid to each Educational Assistant classified as an EA 2 for the 2002-2003 school year who are still in the employ of the Board as of September 2, 2003. Such payment shall be prorated for the time spent in an EA 2 position. Payment shall be made within twenty (20) working days of the ratification of this agreement

## **ARTICLE 25 - TRANSFER BY CONSENSUS**

- 25.01 An Educational Assistant may apply for a transfer by consensus by April 15<sup>th</sup> of each year to the Human Resource Department. Notification will be given to the Bargaining Unit President.
- 25.02 Approved changes will become effective on the first day of the school year.
- 25.03 A transfer by consensus shall be for the period of one (1) academic year.
- 25.04 Upon mutual agreement of the two Educational Assistants and the Principals involved, the transfer through consensus may be made permanent by the first week of April of the academic year in which the exchange occurs. If there is no such agreement, each Educational Assistant will return to their former school at the completion of the academic school year.
- 25.05 In the event that there exists a surplus of Educational Assistant positions, which affects either of the exchange partners, the exchange shall be postponed.
- 25.06 An applicant who has received a transfer through consensus would not be eligible to apply for another transfer through the posting procedure in the same academic school year.



**LETTER OF UNDERSTANDING  
EDUCATIONAL ASSISTANT JOB DESCRIPTION**

**Employees formerly classified as Educational Assistant, Level 1, shall be required to do all the duties of an Educational Assistant as determined by the Board.**