

PART A
TERMS NEGOTIATED CENTRALLY
BETWEEN
COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)
AND
EDUCATIONAL ASSISTANTS ASSOCIATION

PART B
TERMS NEGOTIATED LOCALLY
BETWEEN
WATERLOO REGION DISTRICT SCHOOL BOARD (WRDSB)
AND
EDUCATIONAL ASSISTANTS ASSOCIATION

September 1, 2019 to August 31, 2022

The collective agreement shall consist of two parts. Part "A" shall comprise those terms which are central terms. Part "B" shall comprise those terms which are local terms.

TABLE OF CONTENT – PART A

EWAO-ATEO – PART A: CENTRAL TERMS.....	8
C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT	8
C1.1 Separate Central and Local Terms	8
C1.2 Implementation	8
C1.3 Single Collective Agreement	8
C2.00 DEFINITIONS	8
C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL	9
C3.1 Single Collective Agreement	9
C3.2 Term of Agreement	9
C3.3 Term of Letters of Agreement	9
C3.4 Amendment of Terms	9
C3.5 Notice to Bargain	9
C4.00 CENTRAL GRIEVANCE PROCESS	10
C4.1 Definitions	10
C4.2 Central Dispute Resolution Committee	10
C4.3 French Language	12
C4.4 The grievance shall include:	12
C4.6 Voluntary Mediation	13
C4.7 Selection of Arbitrator	13
C5.00 BENEFITS	13
Eligibility and Coverage	13
Funding	14
Cost Sharing	15
Full-Time Equivalent (FTE) and Employer Contributions	15
Payment in Lieu of Benefits	16
C6.00 SICK LEAVE	16
C6.1 Sick Leave/Short Term Leave and Disability Plan	16
C7.00 CENTRAL LABOUR RELATIONS COMMITTEE	23
C7.1 Preamble	23
C7.2 Membership	23
C7.3 Co-Chair Selection	23
C7.4 Meetings	23
C7.5 Agenda and Minutes	23
C7.6 Without Prejudice or Precedent	24
C7.7 Cost of Labour Relations Meetings	24
C8.00 EWAO-ATEO MEMBERS ON PROVINCIAL COMMITTEES	24
C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS	24
C10.00 CENTRAL BARGAINING	24
C11.00 STATUTORY LEAVES OF ABSENCE/SEB	25
C11.1 Family Medical Leave or Critical Illness Leave	25

APPENDIX A	26
NOTICE OF CENTRAL DISPUTE	27
APPENDIX B	28
Sick Leave Credit-Based Retirement Gratuities (where applicable)	28
Other Retirement Gratuities	28
LETTER OF AGREEMENT #1.....	28
RE: STATUS QUO CENTRAL ITEMS	29
LETTER OF AGREEMENT #2.....	30
RE: JOB SECURITY - PROTECTED COMPLEMENT	30
LETTER OF AGREEMENT #3.....	32
RE: PROFESSIONAL DEVELOPMENT	32
LETTER OF AGREEMENT #4.....	32
RE: SCHEDULED UNPAID LEAVE PLAN	33
LETTER OF AGREEMENT #5.....	34
RE: SICK LEAVE	35
LETTER OF AGREEMENT #6.....	36
RE: CENTRAL LABOUR RELATIONS COMMITTEE	36
LETTER OF AGREEMENT #7.....	37
RE: MINISTRY INITIATIVES	37
LETTER OF AGREEMENT #8.....	38
LETTER OF AGREEMENT #9.....	39
RE: PROVINCIAL WORKING GROUP – HEALTH & SAFETY	39
LETTER OF AGREEMENT #10.....	40
RE: VIOLENCE PREVENTION TRAINING	40
LETTER OF AGREEMENT #11.....	41
RE: PROFESSIONAL ACTIVITY (PA) DAY	41
LETTER OF AGREEMENT #12.....	41
RE: SPECIALIZED JOB CLASSES	42
LETTER OF AGREEMENT #13.....	43
RE: JOB SECURITY - MERGERS, AMALGAMATIONS OR INTEGRATION.....	43

TABLE OF CONTENT – PART B

ARTICLE L1 - GENERAL PURPOSE	45
ARTICLE L2 - DEFINITIONS	45
ARTICLE L3 - RECOGNITION	45
ARTICLE L4 - RESERVATION OF MANAGEMENT FUNCTIONS.....	46
ARTICLE L5 – SENIORITY, LAYOFF AND RECALL, AND JOB POSTINGS	47
ARTICLE L6 - NO STRIKES OR LOCKOUTS.....	49
ARTICLE L7 - RELATIONSHIP	49
ARTICLE L8 - STAFF/MANAGEMENT COMMITTEE.....	50
ARTICLE L9 - COMMUNICATIONS	50
ARTICLE L10 - PAID HOLIDAYS	51
ARTICLE L11 - PLACEMENT ON SALARY GRID.....	51
ARTICLE L12 - WAGES AND ALLOWANCES	52
ARTICLE L13 - COST OF LIVING ALLOWANCE (C.O.L.A.)	55
ARTICLE L14 - METHOD OF PAYMENT	56
ARTICLE L15 - TEMPORARY TRANSFERS	56
ARTICLE L16 - VACATION PAY.....	56
ARTICLE L17 - LEAVE PLANS.....	57
L17.05 Leave Of Absence For An Extended Period.....	58
L17.06 Parental Leave	58
L17.07 Other Leaves.....	60
1. Bereavement.....	60
2. Miscellaneous Leaves	61
L17.08 Deferred Salary Leave Plan	61
L17.09 Leave To Observe Religious Holy Days	64
L17.10 Quarantine	64
L17.11 Jury or Witness Leave	64
L17.12 Inclement Weather	65
L17.13 Unscheduled Leaves.....	65
ARTICLE L18 - PROFESSIONAL DEVELOPMENT DAYS.....	65
ARTICLE L19 – PENSION PLAN	65
ARTICLE L20 - PAY EQUITY.....	65
ARTICLE L21 - RETIREMENT GRATUITY	66
ARTICLE L22 - JUST CAUSE.....	66

ARTICLE L23 - GRIEVANCE/ARBITRATION PROCEDURE.....	66
ARTICLE L24 – WORKING CONDITIONS.....	69
ARTICLE L25 – OCCUPATIONAL HEALTH AND SAFETY	70
ARTICLE L26 – ASSOCIATION LEAVE OF ABSENCE	71
ARTICLE L27 - EFFECTIVE PERIOD.....	71
ARTICLE L28 - STATISTICS	71
ARTICLE L29 – SUPPLY EMPLOYEE	71
LETTERS OF UNDERSTANDING	73
MEMORANDUMS OF UNDERSTANDING	78

Alphabetical List of Key Terms & Article Numbers

Title	Central Term Article	Local Term Article
Association Leave of Absence		ARTICLE L26
Pension Plans		ARTICLE L19
Communications		ARTICLE L9
Cost of Living Allowance		ARTICLE L13
Definitions	C2.00	ARTICLE L2
Effective Period		ARTICLE L27
General Purpose		ARTICLE L1
Grievance/Arbitration Procedure	C4.00	ARTICLE L23
Just Cause		ARTICLE L22
Job Postings		ARTICLE L5 C.
Leave Plans	C6.00 , LOA#4 , LOA #5	ARTICLE L17
Leaves - Bereavement		L17.07
Leaves - Miscellaneous		L17.07
Leaves – Sick Leave Days	C6.00	ARTICLE L17
Leaves – Inclement Weather		L17.12
Leaves – Jury or Witness		L17.11
Leaves – For an Extended Period		L17.05
Leaves – Deferred Salary Leave Plan		L17.08
Leaves – Short Term and Disability Plan	C6.00	ARTICLE L17
Leaves – Religious Holy Days		L17.09
Leaves - Unscheduled		L17.13
Leaves - Quarantine		L17.10
Method of Payment		ARTICLE L14
No Strikes or Lockouts		ARTICLE L6
Occupational Health and Safety		ARTICLE L25
Paid Holidays		ARTICLE L10
Pay Equity		ARTICLE L20
Professional Development Days	LOA #3 , LOA #11	ARTICLE L18 , LOU
Pregnancy/Parental Leave		L17.06
Recognition		ARTICLE L3
Relationship		ARTICLE L7
Reservation of Management Functions		ARTICLE L4
Retirement Gratuity	APPENDIX B	ARTICLE L21 , LOU
Salary – Placement on Grid		ARTICLE L11
Seniority, Layoff, Recall and Job Postings		ARTICLE L5

Staff/Management Committee		<u>ARTICLE L8</u>
Statistics		<u>ARTICLE L28</u>
Supply Employees		<u>ARTICLE L29</u>
Temporary Transfers		<u>ARTICLE L15</u>
Wages and Allowances		<u>ARTICLE L12</u>
Working Conditions		<u>ARTICLE L24</u>
Vacation Pay		<u>ARTICLE L16</u>

PART A

TERMS NEGOTIATED CENTRALLY

BETWEEN

COUNCIL OF TRUSTEES' ASSOCIATION (CTA/CAE)

AND

EDUCATIONAL ASSISTANTS ASSOCIATION

September 1, 2019 to August 31, 2022

Appendix I

EWAO-ATEO – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in Part A conflict with a provision in Part B, the provision in Part A, Central Term will apply.

C1.3 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 DEFINITIONS

- C2.1** The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA-CAE) and the employee bargaining agency, the Education Workers’ Alliance of Ontario / Alliance des travailleuses et travailleurs en éducation de l’Ontario (EWAO-ATEO).

EWAO-ATEO refers to the designated employee bargaining agency pursuant to subsection 20 (2) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which EWAO-ATEO is the designated employee bargaining agency.

The EWAO-ATEO is composed of:

1. Association des enseignantes et des enseignants franco-ontariens.
2. Association of Professional Student Services Personnel.
3. Dufferin-Peel Education Resource Workers’ Association.
4. Educational Assistants Association.
5. Halton District Educational Assistants Association.
6. Service Employees’ International Union, Local 2.
7. Unite Here, Local 272.

CTA-CAE refers to the designated employer bargaining agency pursuant to subsection 20 (3) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which EWAO-ATEO is the designated employee bargaining agency. For the purposes of this agreement, the CTA-CAE is composed of:

1. AFOCSC refers to l'Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.
2. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
3. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C2.2 The “parties to the collective agreement” are the local parties, namely, the school board and the bargaining agent that represents the applicable bargaining unit of employees of the school board.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Single Collective Agreement

- a) The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C3.2 Term of Agreement

- a) In accordance with the *School Boards Collective Bargaining Act, 2014*, the term of this collective agreement, including central terms and local terms, shall be from September 1, 2019 to August 31, 2022, inclusive.

C3.3 Term of Letters of Agreement

- a) Subject to Section 36 of the *School Boards Collective Bargaining Act, 2014* all central letters of agreement appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.4 Amendment of Terms

- a) In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C3.5 Notice to Bargain

- a. Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Section 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b. Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry date of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c. Notice to bargain centrally constitutes notice to bargain locally.
- d. Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Board Collective Bargaining Act, 2014* central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- a. A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b. The “Central Parties” to the grievance process shall be defined as the Council of Trustees’ Association and the Education Workers Alliance of Ontario/Alliance des travailleuses et travailleurs en éducation de l’Ontario (EWAO-ATEO)
- c. The “Local Parties” shall be defined as the parties to the collective agreement.
- d. “Days” shall mean any day other than Saturday, Sunday, or statutory holiday.

C4.2 Central Dispute Resolution Committee

- a. There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of three (3) representatives from the

Council of Trustees' Association, two (2) representatives of the Crown and up to five (5) representatives from the EWAO-ATEO.

- b. The Committee shall meet at the request of one of the central parties. The Committee may meet in person, by teleconference or video conference or in any other manner agreeable to the committee.
- c. The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee using the form as per Appendix A.
 - ii. To engage in settlement discussions, and to mutually settle a dispute or grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d. The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e. Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f. It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g. Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.
- h. All settlements and arbitration decisions shall be translated into

English or French, as applicable.

C4.3 French Language

- a. Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly.
- b. Where such a dispute is filed:
 - i. The decision of the committee shall be available in both French and English.
 - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

C.4.4 The grievance shall include:

- i. Any central provision of the collective agreement alleged to have been violated.
- ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii. A detailed statement of any relevant facts.
- iv. The remedy requested.

C.4.5 Referral to the Committee

- a. Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b. A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c. The Committee shall complete its review within ten (10) days of the grievance being filed.
- d. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may within a further 10 days, refer the grievance to arbitration.
- e. If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and

its position on any issues remaining in dispute with the other central party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the central parties.

- f. All timelines may be extended by mutual consent of the parties.

C.4.6 Voluntary Mediation

- a. The central parties may, on mutual agreement, request the assistance of a mediator.
- b. Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c. Timelines shall be suspended for the period of mediation.

C.4.7 Selection of Arbitrator

- a. Arbitration shall be by a single arbitrator.
- b. The central parties shall select a mutually agreed upon arbitrator.
- c. The central parties may refer multiple grievances to a single arbitrator.
- d. Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e. The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C5.00 BENEFITS

The Parties have agreed to participate in the OECTA Employee Life and Health Trust (ELHT) per the EWAO – ATEO Participation Agreement effective March 1, 2018. The date on which the board and the bargaining unit commenced participation in the OECTA ELHT shall be referred to herein as the "Participation Date".

Consistent with section 144.1 of the *Income Tax Act (Canada)* ("ITA") boards' benefit plans can only be moved into the OECTA ELHT, such that it will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT.

Post Participation Date, the following shall apply:

Eligibility and Coverage

- a) The ELHT will maintain eligibility for EWAO-ATEO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of applicable collective agreement ("EWAO-ATEO represented employees").
- b) Retirees who were previously represented by EWAO-ATEO, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ELHT with funding based on prior arrangements.
- c) No individuals who retire after the Participation Date are eligible.

Funding

Funding related to the ELHT will be based on the following:

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the EWAO-ATEO plan per FTE and the funding rate per FTE as of September 1, 2021. This reconciliation will adjust the amount per FTE as of September 1, 2022.
 - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The Parties agree to compel the ELHT to provide the audited financial statements at the ELHT's expense no later than November 30, 2022.
 - ii. The total cost represents the actual costs related to the delivery of benefits for EWAO-ATEO represented employees. Total cost is defined as the total cost on August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The Parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes as reported on the insurance carrier's most recent yearly statement. The total cost excludes retiree costs and optional employee benefit costs.
- b) Conditional on the following criteria being met, the funding amounts outlined in c) and d) will be provided:

- c) EWAO-ATEO agreeing to the process of transferring the employee share of board-owned plan surpluses to the ELHT as per Memorandum of Understanding #1, and
- d) No enhancements shall be made to the EWAO-ATEO Benefit Plan over the term of the agreement that exceeds 1%, including any reductions to premium share or premium holidays.
- e) Funding amounts:
 - i. September 1, 2019: 1%
 - ii. September 1, 2020: 1%
 - iii. September 1, 2021: 1%
- f) In addition to c), as per Memorandum of Understanding #2, the funding amounts below will also be made available:
 - i. September 1, 2019: 3%
 - ii. September 1, 2020: 3%.
 - iii. September 1, 2021: 3%.
- g) For the purposes of clarity, the maximum per-FTE funding amounts payable by the Crown in accordance with paragraphs c) and d) above shall be as follows:
 - i. September 1, 2019: \$5,916.79 per FTE;
 - ii. September 1, 2020: \$6,153.46 per FTE; and
 - iii. September 1, 2021: \$6,399.60 per FTE.

Cost Sharing

The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the ELHT maintaining current employer and employee premium share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H - staffing schedule by Employee/Bargaining group for job classifications that are eligible for benefits.
- b) The FTE used to determine the Board's benefits contributions will be based on the estimated average FTE reported by the Boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.

- c) Monthly amounts paid by the Board to the Plan's Administrator based on estimates FTE will be reconciled by the Crown to the actual average FTE reported by the Board in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds will be remitted to or recovered from the Trust in a lump sum upon collection from the Trust Administrator.
- d) In the case of a dispute regarding the FTE used to determine the Board's benefit contributions to the ELHT, the dispute will be resolved between the Board and the Local union represented by EWAO-ATEO.

Payment in Lieu of Benefits

- a) All employees not transferred to the ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.
- b) New hires after the Participation Date who are eligible for benefits from the ELHT are not eligible for pay in lieu of benefits.

Benefits Committee

- a) A benefits committee comprised of the employee representatives, the employer representatives, including the Crown, and ELHT Representatives will meet to address all matters that may arise in the operation of the ELHT.

Privacy

- a) The Parties agree to inform the Trust Plan Administrator, that in accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall also be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C6.00 SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

Definitions:

The definitions below shall be exclusively used for this article.

"Full year" refers to the ordinary period of employment for the position.

"Permanent Employees" – means all employees who are not casual employees, or employees working in a long-term supply assignment, as defined below.

“Long Term Supply Assignment” means, in relation to an employee,

- i. a long-term supply assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a long-term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

“Casual Employees” means,

- i. A casual employee within the meaning of the local collective agreement,
- ii. If clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. If clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work.

Notwithstanding the above, an employee working in a Long-Term Supply Assignment shall not be considered a casual employee for purposes of sick leave entitlement under this article while working in the assignment.

“Fiscal Year” means September 1 to August 31.

“Wages” is defined as the amount of money the employee would have otherwise received over a period of absence, excluding overtime.

a) Sick Leave Benefit Plan

The Board will provide a Sick Leave Benefit Plan which will provide sick leave days and short-term disability coverage to provide protection against loss of income when ill or injured as defined below. An employee, other than a casual employee as defined above, is eligible for benefits under this article.

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only. Appointments shall be scheduled outside of working hours, where possible.

Employees receiving benefits under the *Workplace Safety and Insurance Act*, or under a LTD plan, are not entitled to benefits under a school board’s sick leave and short term disability plan for the same condition.

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

Subject to paragraphs d), e) and f) below, Employees will be allocated eleven (11) sick days payable at one hundred percent (100%) of wages on the first day of each fiscal year, or the first day of employment.

Employees on Long Term Supply Assignments

Subject to paragraph d) below, Employees completing a, full-year long term supply assignment shall be allocated eleven (11) sick days payable at one hundred percent (100%) of wages at the start of the assignment. An employee completing a long-term supply assignment that is less than a full year will be allocated eleven (11) sick days payable at one hundred percent (100%) reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

c) Short Term Disability Coverage – Days Payable at 90% Wages**Permanent Employees**

Subject to paragraphs d), e) and f) below, permanent Employees will be allocated one hundred and twenty (120) short-term disability days at the start of each fiscal year or the first day of employment. Permanent Employees eligible to access short term disability coverage shall receive payment equivalent to ninety percent (90%) of regular wages.

Employees on Long Term Supply Assignments

Subject to paragraph d) below, Employees completing a full year long term supply assignment shall be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of wages at the start of the assignment.

An employee completing a long-term supply assignment that is less than a full year will be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of wages reduced to reflect the proportion the long-term supply assignment bears to the length of the regular work year for the position.

d) Eligibility and Allocation

A sick leave day/short term disability leave day will be allocated and paid in accordance with current Local practice.

Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

Permanent Employees

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below:

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) sick leave days payable at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability leave days based on the provisions outlined in c) above reduced by any paid sick days already taken in the current fiscal year.

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the allocation outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

Employees on Long Term Supply Assignments

Employees completing long term supply assignments may only access sick leave and short-term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation may be used in subsequent long-term supply assignments, provided these occur within the same fiscal year.

Employees employed in a long-term supply assignment which is less than the ordinary period of employment for the position shall have their sick leave and short-term disability allocations pro-rated accordingly.

Where the length of the long-term supply assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/short term disability leave to occur. If a change is made to the length of the assignment, an adjustment will be made to the allocation and applied retroactively.

e) Refresh Provision for Permanent Employees

Permanent Employees returning from LTD or workplace insurance leave to resume their regular working hours must complete eleven (11) consecutive working days at their regular working hours to receive a new allocation of sick/short-term disability leave. If the Employee has a recurrence of the same illness or injury, s/he is required to apply to reopen the previous LTD or WSIB claim, as applicable.

The Local union and Local school board agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short-Term Leave and Long-Term Disability Plans.

In the event the Employee exhausts his/her sick/short-term disability leave allocation from the previous year and continues to work part-time, their salary will be reduced accordingly and a pro-rated sick/short-term allocation

for the employee's working portion of the current year will be provided. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours. Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

For the purposes of d) and e) of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school board's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made, and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

g) Graduated Return to Work

Where an Employee is not receiving benefits from another source and is working less than his/her regular working hours in the course of a graduated return-to-work as the Employee recovers from an illness or injury, the Employee may use any unused sick/short term disability allocation remaining, if any, for the portion of the day where the Employee is unable to work due to illness or injury. A partial sick/short term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to an employee's regular hours.

Where an employee returns on a graduated return to work from a WSIB/LTD claim and is working less than his/her regular hours, WSIB and LTD will be used to top up the employee's wages, as approved and if applicable.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;
- and has sick leave days and/or short-term disability days remaining from the previous year

The employee can access those remaining days to top up their wages proportional to the hours not worked.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source,
- and is working less than his/her regular hours of work,
- and has no sick leave days and/ or short-term disability days remaining from the previous year,

the employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. In accordance with paragraph c), the Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

Sick Leave Days Payable at 100%

A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is to be provided by the Employee for absences of five (5) consecutive working days or longer.

Short Term Disability Leave

In order to access short-term disability leave, medical confirmation may be requested and shall be provided.

In either instance where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the Union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide

the required medical information. A school Board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

In cases where the Employee's failure to cooperate is the result of a medical condition, the Board shall consider those extenuating circumstances in arriving at a decision.

i) Notification of Sick Leave Days

The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11-day allocation of sick leave at 100% of salary.

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.

Contributions for OTPP Plan Members:

- i. When an employee/plan member is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- ii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

Employees accessing short term disability leave as set out in paragraph c) will have access to any unused sick leave days from their last fiscal year worked

for the purpose of topping up wages to one hundred percent (100%) under the short-term disability leave.

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked.

Each top-up to 100% from 90 to 100% requires the corresponding fraction of a day available for top-up.

In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days/Miscellaneous Personal Leave Days in the current year. These days can be used to top-up salary under the short-term disability leave.

When employees use any part of a short-term disability leave day they may access their top up bank to top up their salary to 100%.

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

The Council of Trustees' Associations (CTA) and Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario (EWAO-ATEO) agree to establish a joint Central Labour Relations Committee (Committee) to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C7.2 Membership

The Committee shall include four (4) representatives from EWAO-ATEO and up to four (4) representatives from the CTA. The parties may mutually agree to invite the Crown and/or other persons to attend meetings in order to provide support and resources as required.

C7.3 Co-Chair Selection

EWAO-ATEO and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's agendas, work and meetings.

C7.4 Meetings

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee shall meet on agreed upon dates three (3) times in each school year, or more often as mutually agreed.

C7.5 Agenda and Minutes

a) Agendas of reasonable length detailing issues in a clear and concise

fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.

- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

The parties to the Committee agree that any discussion at the Committee will be on a without-prejudice and without-precedent basis, unless agreed otherwise.

C7.7 Cost of Labour Relations Meetings

The parties agree that efforts will be made to minimize costs related to the committee.

C8.00 EWAO-ATEO MEMBERS ON PROVINCIAL COMMITTEES

EWAO-ATEO appointees to Provincial Committees will not have their participation charged against local collective agreement union release time or days.

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an employee is required through clear direction by the board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work and compensation, including any relevant overtime/lieu time provisions, shall apply.

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

C10.00 CENTRAL BARGAINING

The employee bargaining agent will be consulted prior to the tendering process for the broader central bargaining location. The tendering process shall be conducted in accordance with the OPS Procurement Directive.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical or Critical Illness leaves granted to an employee under this Article, shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the

SEB plan with the length of the benefit limited by the length of the assignment.

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

APPENDIX A

**EWAO-ATEO / COUNCIL OF TRUSTEES' ASSOCIATIONS
NOTICE OF CENTRAL DISPUTE**

Name of Board where Dispute Originated:	
EWAO-ATEO Local & Bargaining Unit Description:	
Policy <input type="checkbox"/> Group <input type="checkbox"/> Individual <input type="checkbox"/> Grievor's Name (if applicable):	
Date Notice Provided to Local School Board/EWAO-ATEO Local:	
Central Provision Violated:	
Statute/Regulation/Policy/Guideline/Directive at issue (if any):	
Detailed Statement of Relevant Facts (attach additional pages if necessary):	
Remedy Requested:	
Date:	Signature:
Committee Discussion Date:	
Withdrawn <input type="checkbox"/> Settled <input type="checkbox"/> Referred to Arbitration <input type="checkbox"/> Referred to Local Grievance Procedure <input type="checkbox"/>	
Date:	Co-Chair Signatures:
This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 40 days after becoming aware of the dispute.	

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- a) An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- b) If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
 - b) the Employee's salary as of August 31, 2012.
- c) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out upon death consistent with the rate in accordance with subsection (2).
- d) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and except where there are grievances pending, the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- e) For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have 10 years of service with the board:
 - i. Waterloo Catholic District School Board

Other Retirement Gratuities

An employee is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

LETTER OF AGREEMENT #1

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA-CAE')**

AND

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

RE: STATUS QUO CENTRAL ITEMS

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions below shall otherwise remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2014-2017 collective agreements. The items listed below shall not be subject to local bargaining or to amendment by the local parties.

Items:

- Staffing levels excluding staffing processes
- Paid vacations and holidays (including statutory holidays)
- Hours of work, excluding scheduling
- Work week, excluding scheduling
- Work year, excluding scheduling
- Preparation time for all staff whose core duties are directly related to student instruction
- Long-term disability
- WSIB top-up
- Paid leaves
- Information sharing as it related to prevention of violent incidents
- Allowances/Premiums (excluding percentage increase)

LETTER OF AGREEMENT #2

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: JOB SECURITY - PROTECTED COMPLEMENT

The parties acknowledge that education workers contribute in a significant way to student achievement and well-being.

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or
 - d. School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Agreement, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as

- at date of central ratification. The FTE number is to be agreed to by the
 - b. parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - c. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
- a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
- a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Central Administration
 - i. Professionals (including CYWs)
 - j. Maintenance/Trades
6. This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #3

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: PROFESSIONAL DEVELOPMENT

The parties acknowledge the important skills and expertise that education workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

Where the Ministry provides funds to local school boards specifically to provide professional development to employees represented by EWAO-ATEO, local school boards shall consult with local EWAO-ATEO representatives prior to finalizing and delivering the funded professional development.

Local provisions that do not conflict with this Letter of Agreement will remain.

LETTER OF AGREEMENT #4

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: SCHEDULED UNPAID LEAVE PLAN

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2019-2020, 2020-2021 and 2021-2022 school years. Employees approved for SULP days shall not be replaced.

For employees who work a 10-month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2019-2020 school year;
 - 2) two (2) Professional Activity days in each of the other school years outlined above;
- that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the school years listed above. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2019-2020 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the remaining school years, the days will be designated by June 15, of each school year for the upcoming year. All interested employees will be required to apply, in writing, for leave for the school year by no later than September 30 of each year. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS.

[Return to TOC](#)

[Return to Key Terms](#)

The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the

Scheduled Unpaid Leave Plan (SULP) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #5

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: SICK LEAVE

The parties agree that any existing collective agreement provisions with respect to the items listed below, that do not conflict with the clauses in the Sick Leave article in the Central Agreement, shall remain status quo for the term of this collective agreement:

1. Responsibility for payment for medical documents.
2. Sick leave deduction for absences of partial days.

LETTER OF AGREEMENT #6

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: CENTRAL LABOUR RELATIONS COMMITTEE

The parties agree that the Central Labour Relations Committee will discuss the following topics:

- Provision of information relating to bargaining unit members, including scope, manner of disclosure and timing, in order to assist the parties in preparation for the next round of central bargaining
- Concerns, if any, regarding systemic issues relating to allocation or application of sick leave/short term disability leave
- Any other issues raised by the parties

LETTER OF AGREEMENT #7

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: MINISTRY INITIATIVES

The parties acknowledge the ongoing implementation of the children's Mental Health Strategy, the Special Needs Strategy, and other initiatives within the province of Ontario.

The parties further acknowledge the importance of initiatives being implemented within the provincial schools system including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

It is agreed and affirmed that the purpose of the initiatives is to enhance existing mental health and at risk supports to school boards in partnership with existing professional student services support staff and other school personnel. It is not the intention that these enhanced initiatives displace EWAO-ATEO workers, nor diminish their hours of work.

LETTER OF AGREEMENT #8

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: MINISTRY INITIATIVES COMMITTEE

EWAO-ATEO will be invited to be a participant at the Ministry Initiatives Committee.

LETTER OF AGREEMENT #9

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: PROVINCIAL WORKING GROUP – HEALTH & SAFETY

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

- Violence prevention training
- Central vs. multisite Joint Health and Safety Committees
- Standardization of personal protective equipment
- Student aggression

Where best practices are identified by the committee, those practices will be shared with school boards.

LETTER OF AGREEMENT #10

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: VIOLENCE PREVENTION TRAINING

The parties are committed to the prevention of violence in the workplace and recognize that staff training is important in achieving this objective.

The CTA and the Crown will make available to school boards for employees represented by EWAO-ATEO a training module on the prevention and de-escalation of violence.

The training module will be rolled out on a Professional Development day prior to December 31 in the second and subsequent school years of the collective agreement. It is understood that permanent EWAO represented employees who are regularly in contact with students in a school or are assigned to a school shall attend the half day of professional development training and that the day will not be designated as Sulp. In addition, EWAO represented employees in long-term assignments falling on the day the training occurs and who are regularly in contact with students in a school or are assigned to a school shall be included in the training.

LETTER OF AGREEMENT #11

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: PROFESSIONAL ACTIVITY (PA) DAY

The parties confirm that there will continue to be seven (7) PA days per school year during the term of this collective agreement. There will be no loss of pay for EWAO-ATEO members (excluding casual employees) as a result of the implementation of the seventh PA day. For further clarity, the seventh (7th) PA day will be deemed a normal work day. EWAO-ATEO members will be required to attend and perform duties as assigned.

LETTER OF AGREEMENT #12

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

RE: SPECIALIZED JOB CLASSES

Where there is a difficulty with recruitment or retention for a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the local parties may agree to apply a temporary skills shortage allowance to that job class in order to assist with recruitment and retention.

LETTER OF AGREEMENT #13

BETWEEN

**The Education Workers' Alliance of Ontario/
Alliance des travailleuses et travailleurs en éducation de l'Ontario
(hereinafter called 'EWAO-ATEO')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA-CAE')**

AND

The Crown

RE: JOB SECURITY - MERGERS, AMALGAMATIONS OR INTEGRATION

The parties (EWAO and the CTA) agree to meet within 30 days (or another mutually agreed time) of receiving written notice of a decision to fully or partially merge, amalgamate or integrate a school board or authority. The Crown shall receive an invitation to participate in the meeting. The parties agree to discuss the impact to the affected school board or authority of the merger, amalgamation or integration, including possible redeployment strategies.

PART B

TERMS NEGOTIATED LOCALLY

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD (WRDSB)

AND

EDUCATIONAL ASSISTANTS ASSOCIATION

September 1, 2019 to August 31, 2022

ARTICLE L1 - GENERAL PURPOSE

- L1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Employees concerned, to provide a process for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions and wages for all Employees who are subject to the provisions of this Agreement.

ARTICLE L2 - DEFINITIONS

- L2.01 In this Agreement,
- a) "Association" means the Educational Assistants Association of the Waterloo Region District School Board.
 - b) "Employer" means the Waterloo Region District School Board.
 - c) "Employee" means a person employed by the Employer as an Educational Assistant, **Child and Youth Worker or Special Support worker, as applicable.**
 - d) "Ten-month Full-time Permanent Employee" means an Employee who is employed to work a minimum of thirty-five (35) hours per week, ten (10) months per year.
 - e) "Ten-month Part-time Permanent Employee" means an Employee who is employed to work less than (35) hours per week, ten (10) months per year.
 - f) "Term Employee" means an Employee who fills an open position **during the** school year.
 - g) "Probationary Employee" means an Employee who has not completed sixty-five (65) working days in a permanent position.
 - h) "Supply Employee" means an Employee who replaces a Permanent Employee or Term Employee.
 - i) "Strike" and "lockout" have the same meaning as defined in the Labour Relations Act.

ARTICLE L3 - RECOGNITION

- L3.01
- a) The Employer recognizes the Association as the sole and exclusive collective bargaining agent for all persons employed by the Employer as Educational Assistants **Child and Youth Worker, and Special Support Workers.**
 - b) The Association recognizes the negotiating committee of the Employer as the official committee authorized to represent the Waterloo Region District School Board and to negotiate on its behalf for the purposes of this Agreement.

- L3.02 The Employer acknowledges the right of the Association to appoint, or otherwise select, a Negotiating Committee, and will recognize and deal with the said committee with respect to any matter which may properly arise from time to time during the term of this Agreement. If a meeting is called by the Employer during working hours, Employees representing the Association, who are required to attend, shall suffer no loss of pay, benefits or seniority.

ARTICLE L4 - RESERVATION OF MANAGEMENT FUNCTIONS

- L4.01 The Association recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct the Employees, subject to the terms of this Agreement.
- L4.02 The Association acknowledges it is the exclusive function of the Employer, subject to the terms of this Agreement, to:
- a) Maintain order, discipline and efficiency;
 - b) Hire, classify, reclassify, transfer, promote, demote, and lay off Employees and also to suspend, discipline or discharge for just cause. A claim by an Employee who has acquired seniority, and who has been suspended, discharged or disciplined without just cause must be the subject of a grievance and dealt with as hereinafter provided.
 - c) To decide on the number of employees needed by the Employer at any time and jurisdiction over all operations are solely and exclusively the responsibility of the Employer.
- L4.03 The Waterloo Region District School Board expects all Employees to observe good safety practices at all times and to draw, without delay, to the attention of the immediate supervisor, any unsafe practices or safety hazards which might be observed.
- L4.04
- a) An Employee who has been summoned to a meeting or who has formally requested a meeting for the purpose of discussing a professional difficulty shall be informed by administration/designate that they are entitled to have an Association representative present.
 - b) When an Employee, who has completed the probationary period, is suspended or discharged, the Employee shall be notified in writing of such suspension or discharge and of the reason for same.
 - c) The Association shall receive copies of **the discipline letter** regarding said suspension or discharge. The Employer will endeavour to provide the above information to the Association within five (5) days of receipt by the Employee.

ARTICLE L5 – SENIORITY, LAYOFF AND RECALL, AND JOB POSTINGS

A. Seniority

- L5.01 An Employee will be considered probationary and will not be placed on a seniority list and shall not have any seniority rights hereunder until the Employee has worked for a period of 65 working days in a permanent position in a classification covered by the agreement.
- L5.02 The performance of a probationary Employee will be reviewed with the Employee by the immediate supervisor or, under special circumstances, the Human Resources Officer **responsible for the group**, prior to the end of the probationary period and at the end of the extended probationary period. Notwithstanding this, however, it is understood and agreed that neither the Association nor any Employee will question the dismissal or discipline or extension of probation of any probationary Employee, nor shall the dismissal or discipline or extension of probation be the subject of a grievance.
- L5.03 At the end of the probationary period, the Employee shall then be entitled to be placed on the seniority list and seniority shall date back to the day on which the Employee commenced work as a **Permanent Employee**.
- L5.04 Seniority shall be established on the basis of the Employee's service with the Employer.

All permanent Employees shall be assigned a seniority ranking based on hire date that determines where the Employee falls on the seniority list. Where two or more Employees have the same hire date, a permanent seniority ranking shall be determined by lot.

This process will be conducted by Human Resource Services and the Union President, or designate, at a mutually agreed upon time.

- L5.05 Employment as a Term Employee or Supply Employee does not qualify for seniority.
- L5.06 Seniority shall **cease and the employee shall be deemed terminated** when an Employee:
- Voluntarily quits the bargaining unit,
 - Is discharged and is not reinstated through the grievance procedure or arbitration,
 - Has been on layoff for a continuous period of more than eighteen months,
 - is absent from work without authorization for three consecutive days upon which the Employee is scheduled to perform work; the provision of this clause (d) shall not be interpreted as permitting unauthorized absence of any duration,

- e) fails to report for work promptly after the expiration of any leave granted unless the Employee is excused by the Employer, or if the Employee fails to notify the Employer of the Employee's intention to return to work within ten working days after notice of recall from layoff is sent by registered mail or telegram to the last address of the person shown on the Employer's records,
 - f) is absent due to illness for more than one year; before the Employer removes an Employee from the seniority list under the provisions of this clause (f), the Employer will review the individual case.
- L5.07 Time on long term or extended leave of absence except for the statutory portion of Pregnancy and/or Parental Leave and a certified medical leave, does not qualify for seniority.
- L5.08 a) The Employer shall continuously provide through electronic means, a seniority list of the Employees. The seniority list shall specify the names of all the Employees and beside each name the first work day of employment as an Employee with the Employer. The names of the Employees shall be listed in chronological order by classification based on such working day.
- b) The Association shall have **electronic** access to a seniority list.
- L5.09 An Employee who has requested and has been granted an approved leave of absence by the Employer of not more than eighteen (18) months, and is returned to a position as an Educational Assistant with the Employer, shall be credited with the seniority held at the time of such an approved leave of absence and shall retain their placement on the Salary Grid.
- B. Layoff and Recall**
- L5.10 All cases of layoff and recall after layoff shall be, within a classification, established on the basis of the Employee's seniority. Where seniority is equal, placement on the Grid will be the deciding factor. If two or more Employees continue to be tied in seniority, then judgement of the Employer as to the requirements, the efficiency of operation and the competence of the individual to do the job, shall prevail.
- L5.11 Employees who are laid off in their classification shall have the right of recall for eighteen months following the date of their layoff. Employer obligation ceases if the Employee refuses or fails to notify the Employer of the Employee's intention to return to work within ten working days after notice is received by registered mail or telegram at the last address of the person on the Employer's records.
- L5.12 No seniority Employee shall be laid off while a probationary Employee is employed at a job in that Employee's classification. No probationary Employee shall be engaged or recalled for a job while a senior Employee in that classification remains laid off.

- L5.13 It shall be the duty of the Employee to be responsible for inputting any changes to their current address and telephone number electronically in the Board's database, so that the Board can contact the Employee as required. If an Employee should fail to do this, the Employer will not be responsible for failure of notice to reach such Employee, and any notice sent by the Employer to the address of the Employee which appears on the records filed in the Human Resources Department, shall be conclusively deemed to have been received by the Employee.

C. Job Postings

- L5.14 a) The Employer will post all vacant Permanent positions internally for three (3) working days.
- b) Postings will normally commence during the month of April and end no later than the first week of September.
- c) 1) Permanent positions which become available shall be posted for Permanent Employees only through the first posting;
2) Permanent positions not filled during the first posting will be available to Term Employees as well as Permanent Employees through a second posting;
3) Permanent positions not filled during the second posting, will be available to external applicants, Term Employees, and Permanent Employees through a third posting.
- d) Permanent positions becoming available after the last posting as defined in L5.14 (b) above will be filled by Term Employees commencing after September 15th and will be posted as a Permanent Position in accordance with L5.14 (b) and (c).

- L5.15 In all cases of filling vacant positions, the following factors shall be considered:

Skill, competency, efficiency, reliability, training, experience, seniority and past work record with the Employer.

ARTICLE L6 - NO STRIKES OR LOCKOUTS

- L6.01 In accordance with the Labour Relations Act, there shall be no strike or lockout during the term of this Agreement.

ARTICLE L7 - RELATIONSHIP

L7.01 It is agreed that the Employer and the Association or any of its officers or members shall act in accordance with the provisions in the Ontario Human Rights Code.

No discrimination, harassment, intimidation, interference, restraint or coercion will be practiced by either the Employer or the Association or by any of their officers or representatives against any Employee by reason of race, colour, national origin, political or religious affiliation, sex or marital status, or by reason of membership or activity in the Association.

L7.02 All Employees shall maintain membership in the Association as a condition of employment and that all Employees hired hereafter shall be required to join the Association.

L7.03 The Employer agrees to deduct from the Employees' pay, sums that may be so authorized by the Association for Association dues. The Employer shall remit same to the Association not later than the following month together with a list of Employees from whose pay, deductions have been made, and the amount deducted from each Employee.

L7.04 The Employer agrees to provide new Employees with **access to** an electronic ~~a~~ copy of this Agreement.

L7.05 The Employer shall designate bulletin board space for the use of the Association at an appropriate location and of a reasonable size at each worksite upon which the Association only, shall have the right to post notices relating to matters of interest to the Association and its Employees.

L7.06 The Employer agrees to provide the Association **electronic** access to a report which identifies new hire information through the Electronic Communications Portal.

ARTICLE L8 - STAFF/MANAGEMENT COMMITTEE

L8.01 It is agreed that a joint committee will be established with the representatives of the Association and representatives of the Employer. The fundamental purpose of the committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its Employees. This committee shall meet as scheduled or at the request of either party.

ARTICLE L9 - COMMUNICATIONS

L9.01 All communication between the Employer and the Association arising out of this Agreement or incidental thereto shall pass between the Senior Manager, Human Resource Services, or designate of the Employer, and the President of the Association.

- L9.02 The Employer agrees to provide the Association access to a report which identifies the names, addresses and work locations of all Employees through the Electronic Communications Portal.
- L9.03 Should it be determined by the Board that Permanent Employee positions be declared redundant in whole or in part, or a reduction in the total number of Term employee hours be determined, the Board shall notify the Association and meet with the Association to discuss staffing implications.

ARTICLE L10 - PAID HOLIDAYS

- L10.01 The Employer shall recognize the following days as paid holidays:

*New Year's Day	Family Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	*Christmas Day
*Canada Day	*Boxing Day

When any of the above holidays marked * falls on Saturday or Sunday, the succeeding Monday will be observed as a holiday. In the event schools are in session on the succeeding Monday, the preceding Friday will be observed as the holiday.

ARTICLE L11 - PLACEMENT ON SALARY GRID

- L11.01 An allowance for experience may be granted at time of employment, (for initial Term or Permanent positions), provided such request and required documentation specified by the Board is received within 5 months of the date of hire. Such allowance shall be at the discretion of the Senior Manager, Human Resource Services or designate.
- L11.02 An "increment" is the amount of salary increase that may be paid to all Employees on an annual basis, as per the grid in Article L12.
- L11.03 A "Salary Level" is the rate at which an Employee is paid, as per Article L12. The Salary Level of an Employee is determined by placement on the grid as set out in the Memorandum of Understanding, for which the Employee was hired.
- L11.04 A "Step" is the number of increments in any Level.
- L11.05 The salary and allowances to which an Employee is entitled are determined by the position of the Employee on the Salary Grid, as set out in Article L12.
- L11.06 An Employee's increment date for all Employees employed by the Employer prior to August 31, 1987 will be September 1st. All Employees employed by the Employer after September 1st, 1987, will have an increment date of the first working day as an Employee of the Employer.
- L11.07 An Employee appointed on or before September 15th in that school year will have a September 1st increment date.

- L11.08 All Employees will receive their increment each year until maximum salary for their level is reached, as per Article L12.
- L11.09 Employees descending through the levels will maintain their current step on the grid, and move through the grid at their increment time to the maximum of the level.
- L11.10 Upon appointment to a more senior position, the Employee will be placed on the salary grid at a salary level that is an amount of money that is equal to a minimum of one full increment more than the current salary level. The date of the increment will be adjusted to the date of appointment to the position.
- NOTE: The above does not apply where the Employee applies for and achieves a second position within the bargaining units.
- L11.11 An Employee who has had a break in service of not more than eighteen (18) months, shall retain their placement on the salary grid, and will also retain their name and position on the seniority list.

ARTICLE L12 - WAGES AND ALLOWANCES

L12.01 a) Effective September 1, 2019:

- 1) **Ten month Part-time Permanent and Term Employees shall be paid at the following rates:**

	Hourly Grid			
Step	A	B	D	E
0	\$17.32	\$19.36	\$24.31	\$27.26
1	\$18.40	\$20.53	\$25.95	\$28.91
2	\$19.48	\$21.70	\$27.59	\$30.56
3	\$20.56	\$22.87	\$29.23	\$32.21
4	\$21.64	\$24.04	\$30.87	\$33.86

Effective September 1, 2020:

- 2) **Ten month Part-time Permanent and Term Employees shall be paid at the following rates:**

	Hourly Grid			
Step	A	B	D	E
0	\$17.49	\$19.55	\$24.55	\$27.53
1	\$18.58	\$20.73	\$26.21	\$29.20
2	\$19.67	\$21.91	\$27.87	\$30.87
3	\$20.76	\$23.09	\$29.53	\$32.54
4	\$21.85	\$24.27	\$31.19	\$34.21

Effective September 1, 2021:

- 3) Ten month Part-time Permanent and Term Employees shall be paid at the following rates:**

Step	Hourly Grid			
	A	B	D	E
0	\$17.66	\$19.75	\$24.80	\$27.81
1	\$18.76	\$20.94	\$26.48	\$29.50
2	\$19.86	\$22.13	\$28.16	\$31.19
3	\$20.96	\$23.32	\$29.84	\$32.88
4	\$22.06	\$24.51	\$31.52	\$34.57

b) Effective September 1, 2019:

- 1) Ten month Full-time Permanent and Term Employees shall be paid at the following rates:**

Special Support Worker	
Step	Amount
0	\$38,720
1	\$41,062
2	\$43,404
3	\$45,746
4	\$48,088

Effective September 1, 2020:

- 2) Ten month Part-time Permanent and Term Employees shall be paid at the following rates:**

Special Support Worker	
Step	Amount
0	\$39,107
1	\$41,472
2	\$43,837
3	\$46,202
4	\$48,567

Effective September 1, 2021:

- 3) Ten month Part-time Permanent and Term Employees shall be paid at the following rates:**

Special Support Worker	
Step	Amount
0	\$39,498
1	\$41,887
2	\$44,276
3	\$46,665
4	\$49,054

Effective September 1, 2019:

- 1) Ten month Full-time Permanent and Term Employees shall be paid at the following rates:**

Child/Youth Worker	
Step	Amount
0	\$38,720
1	\$41,062
2	\$43,404
3	\$45,746
4	\$48,088

Effective September 1, 2020:

- 2) Ten month Part-time Permanent and Term Employees shall be paid at the following rates:**

Child/Youth Worker	
Step	Amount
0	\$39,107
1	\$41,472
2	\$43,837
3	\$46,202
4	\$48,567

Effective September 1, 2021:

- 3) Ten month Part-time Permanent and Term Employees shall be paid at the following rates:**

Child/Youth Worker	
Step	Amount
0	\$39,498
1	\$41,887
2	\$44,276
3	\$46,665
4	\$49,054

c) Effective September 1, 2019:

1) Supply Employees shall be paid the following rate: \$21.64

Effective September 1, 2020:

2) Supply Employees shall be paid the following rate: \$21.86

Effective September 1, 2021:

3) Supply Employees shall be paid the following rate: \$22.08

L12.02 Overtime

Employees paid under Article L12.01 shall be paid for previously authorized work at their regular rate of pay when such is required by the immediate supervisor. Hours over thirty-five (35) per week will be paid at time and one half.

L12.03 Travel Allowance

Travel allowances for Association members shall be paid according to Board Policy.

ARTICLE L13 - COST OF LIVING ALLOWANCE (C.O.L.A.)

L13.01 In addition to the salary for Employees for the term of this contract, determined from the salary grids as per Article L12, an allowance for increase in the cost of living shall be paid in one lump sum, pro-rated where necessary.

For the purpose of calculating C.O.L.A., the Consumer Price Index for Canada on December 31st, 1990, shall be the base for this Agreement. For the purpose of this Agreement, the allowance shall be calculated as follows:

Calculation

Employees shall receive a cost of living allowance equal to the rate of increase in C.P.I. for Canada, accurate to the nearest tenth of one per cent from the base month of December 1990, to the end of the Collective Agreement. The calculation shall commence when the C.P.I. of Canada increase exceeds 5.5%. The percentage arrived at will be applied to the grid salary and pro-rated, where applicable, and added to the second pay of February 1992.

This calculation will not reflect any increase in the C.P.I. for Canada beyond 8%.

ARTICLE L14 - METHOD OF PAYMENT

L14.01 Effective September 1, 2003, employees shall receive their vacation pay entitlement with their pay. (See Article L16, 16.01)

The Board shall provide the Association with a list of pay dates for salaried and hourly employees, on an annual basis, not later than June 30th of the current school year.

ARTICLE L15 - TEMPORARY TRANSFERS

L15.01 Any Employee who is temporarily transferred to another position, in which the rate of pay is different from that in effect in such Employee's regular position, shall be paid while so employed as follows:

- a) If the rate of pay in the position to which the Employee is temporarily transferred is less than the Employees rate of pay, there will be no adjustment to the Employee's rate of pay.
- b) If the rate of pay in the position to which the Employee is transferred is higher than the Employee's rate of pay, the Employee will be placed on the salary grid, at the new level one full increment higher than their current step.

ARTICLE L16 - VACATION PAY

L16.01 Vacation pay for the school year, **for Permanent Employees** shall be paid on their earnings **at the time of each pay**, based on the following:

- a) Employees with one (1) year of service and less shall receive 4% of yearly earnings.
- b) Employees with three (3) years of service shall receive 6% of yearly earnings.
- c) Employees with six (6) years of service shall receive 6.4% of yearly earnings.
- d) Employees with seven (7) years of service shall receive 6.8% of yearly earnings.

- e) Employees with eight (8) years of service shall receive 7.2% of yearly earnings.
- f) Employees with nine (9) years of service shall receive 7.6% of yearly earnings.
- g) Employees with ten (10) years of service shall receive 8% of yearly earnings.
- h) Employees with thirteen (13) years of service shall receive 8.4% of yearly earnings.
- i) Employees with fourteen (14) years of service shall receive 8.8% of yearly earnings.
- j) Employees with fifteen (15) years of service shall receive 9.2% of yearly earnings.
- k) Employees with sixteen (16) years of service shall receive 9.6% of yearly earnings.
- l) Employees with seventeen (17) years of service shall receive 10% of yearly earnings.
- m) Employees with nineteen (19) years of service shall receive 10.4% of yearly earnings.
- n) Employees with twenty-one (21) years of service shall receive 10.8% of yearly earnings.
- o) Employees with twenty-three (23) years of service shall receive 11.2% of yearly earnings.
- p) Employees with twenty-four (24) years of service shall receive 11.6% of yearly earnings.
- q) Employees with twenty-five (25) or more years of service shall receive 12% of yearly earnings.

L16.02 Vacation pay for the school year, for Non - Permanent Employees shall be paid in accordance with the Employment Standards Act.

ARTICLE L17 - LEAVE PLANS

L17.01 When an Employee has submitted a claim to the Workplace Safety & Insurance Board, the Employer will advance the Employee a net payment* during the absence and the Employee's accumulated sick leave account will be charged one day for each day absent until the Employee's accumulated sick leave has expired or until the Workplace Safety & Insurance Board renders a decision, whichever comes first.

When the Employee's accumulated sick leave with pay is exhausted the Workplace Safety and Insurance Allowance will be paid directly to the Employee.

*net payment is an approximation of the Employee's usual average net pay.

L17.02 An Employee is entitled to be released for a personal matter for up to one (1) day a year without loss of pay. A reason is not required for the "personal day".

Application for this day will be made through the Employee's immediate Supervisor **with a minimum of two (2) school weeks of notice except in extenuating circumstances.** It shall be understood that such absences may require replacement personnel.

- L17.03 An Employee is entitled to **family care** leave without loss of pay for up to three (3) days due to illness of father, mother, child, or spouse until suitable nursing help may be obtained.
- L17.04 An Employee is entitled to leave without loss of pay for one (1) day in order to be with the spouse either at the time of birth or to help in the home upon the arrival at home of a newborn or adopted child.

L17.05 Leave Of Absence For An Extended Period

- a) Permanent Employees, who have completed their probationary period, with the Employer may be granted, without salary, up to and including one year's leave of absence at the discretion of the Employer. A request for an extension of such a leave for up to one (1) additional year will be considered on its merits.
- b) Request for leave of absence should be received by the Manager, Human Resource Services (responsible for the employee group), three (3) months, excluding July and August, prior to the date on which the leave is to commence. Under exceptional circumstances the notification period may be waived. **Once the leave is approved and a replacement has been hired/assignment has been filled, the leave cannot be cancelled or changed.**
- c) Employees who are granted a leave of absence for an extended period are guaranteed a position, upon their return from leave subject to the terms of this agreement and procedures established by the Employer. It is agreed, that the Employee shall return to work the next working day following the end date of the current approved leave, unless the Employee has submitted a letter of retirement or resignation, or an extension has been granted in accordance with Article L17.06 (a).
- d) When an Employee requests the opportunity to go to another position within the Employer on loan or exchange, the proposal will be dealt with on its merits. Details as to length of absence, position upon return, payment of salary and/or benefits, should be clearly and firmly established before such a leave is granted.

L17.06 Parental Leave

Pregnancy and Parental Leave

“Pregnancy Leave” means leave taken for the purposes related to giving birth and/or recovering therefrom.

“Parental Leave” means leave taken for the purpose of caring for or adopting a child.

Pregnancy and Parental Leave shall be granted as provided by the Ontario Employment Standards Act and the regulations established thereunder.

An Employee on Pregnancy and/or Parental Leave shall continue to **accumulate**, seniority and experience while on the statutory portion of the leave.

An Employee returning from Pregnancy and/or Parental Leave shall be reinstated to the position held prior to the leave as provided by the Employment Standards Act.

The following procedures supplement the provisions of the “Act”.

In any school year, an Extended Parental Leave shall be granted to the natural mother or an adoptive parent which would allow a re-entry date of:

- September 1 (or the next school day after this date) in any one of the next three (3) years;

OR

- the commencement of 2nd semester or term in any one of the next two (2) years;

OR

- a mutually agreed date;

The request for an Extended Parental Leave should be submitted when application is made for pregnancy and parental leave or no later than four (4) weeks prior to the end of the statutory leave. Any request for an extension of Extended Parental Leave should be submitted no later than five (5) months prior to the scheduled date of return.

If such an arrangement is deemed to be in the best interest of the students and the Employee, an Employee’s request shall be granted whereby the pregnancy or parental leave shall be shortened or lengthened. Such a request shall be granted if the terms are mutually agreeable to the Employee and the Employer.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

Maternity Benefits/SEB Plan

- A full-time and part-time permanent employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Plan (STLDP).**

- b) Full-time and part-time permanent employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

Employees not defined above have no entitlement to the benefits outlined in this Article.

L17.07 Other Leaves

1. Bereavement

- a) Leave without loss of pay for up to five (5) working days, depending upon circumstances, may be given for a bereavement in the immediate family which shall include:

Father	Stepmother
Mother	Son
Sister	Daughter
Brother	Stepson
Spouse or equivalent	Stepdaughter
Fiancé(e)	Ward
Stepfather	

- b) Leave without loss of pay for up to three (3) working days, depending upon circumstances, may be given for bereavement in the immediate family which shall include:

Grandfather	Sister-in-law
Grandmother	Brother-in-law
Stepsister	Daughter-in-law
Stepbrother	Son-in-law
Father-in-law	Grandchild
Mother-in-law	Guardian

- c) Additional leave without loss of pay for up to two (2) working days may be granted under (a) and (b) for travel time, only if such is required.
- d) Leave without loss of pay for bereavement of aunt, uncle, niece, nephew or close personal friend subject to the conditions outlined in Miscellaneous Leaves L17.07 (2 a) below.

2. Miscellaneous Leaves

An Employee shall be entitled to leaves with pay for up to three (3) working days per year for the following purposes and subject to the restrictions indicated:

- a) Bereavement leave for up to one (1) working day for aunt, uncle, niece, nephew or close friend as outlined in (1)(d) above to a maximum of two (2) working days per year.
- b) Writing examinations, but not including preparation time, to a maximum of two (2) working days per year.
- c) Attendance at graduation ceremonies when the Employee, Employee's spouse and/or children are recipients of a degree, to a maximum of one (1) working day per year.
- d) Leave to observe Religious Holy Days required by an Employee in addition to paid leave days provided in L17.09 (c) below.

L17.08 Deferred Salary Leave Plan

a) Description

The Deferred Salary Leave Plan has been developed to afford the Employee the opportunity of taking a leave of absence for one (1) school year and to finance the leave through deferral of salary. Normally, the deferral of salary is effected over a five (5) year period by the Employee accepting a percentage reduction of the proper grid salary and any applicable allowance in each of four (4) years.

The remaining percentage of salary and allowances is retained by the Employer and accumulated at interest, and payment is deferred until the 5th year which is the year of leave. An Employee may select a 2 year, 3

year, 4 year, 6 year or 7 year leave plan, instead of 5 year, with the percentage adjustments calculated accordingly.

b) Eligibility

Any Permanent Employee with the Employer who has completed at least five (5) years' continuous service prior to making application is eligible to participate in the Plan subject to the approval of the Senior Manager, Human Resource Services or designate.

c) Application and Approval

- 1) An Employee must make written application to the Senior Manager, Human Resource Services on or before April 1st, in any calendar year, requesting permission to participate in the Plan, and indicating choice of a 2, 3, 4, 5, 6 or 7 year Plan and year of leave desired.
- 2) Written acceptance, or denial with explanation, of the Employee's request, will be forwarded to the Employee by May 1st in the school year the original request is made.
- 3) Approval of individual requests to participate in the Plan shall rest solely with the Employer or designate.

d) Salary Deferral

- 1) In each year of membership in the Plan preceding the year of leave, an Employee will be paid a reduced percentage of both the regular grid salary and any applicable allowances, up to a maximum of six (6) years. No more than 33 1/3% of the Employee's salary may be deferred in any one calendar year.

The remaining percentage will be retained by the Employer and deposited at interest in an individual trust account for the Employee, and all remaining monies will be paid to the Employee in the year of leave.

- 2) The calculation of interest under the terms of this plan shall be done in accordance with the practice of the Financial Institutions **as determined by the Board. The Board will deposit the amount deducted in (1) above in a trust account.** The trust account so established shall be at the optimum rate obtainable. The Employee shall have access to the monies in the accrued interest account less any appropriate deductions for income tax purposes.
- 3) While an Employee is enrolled in the Plan and not on leave, any benefit tied to salary level shall be structured according to the salary the Employee would have received had the Employee not been enrolled in the plan.

e) Leave

- 1) Leaves granted under this Plan shall be for a year.
- 2) The leave of absence will be taken in the final year of the plan.

- 3) Should an Employee wish to take the leave in any year prior to the final year of the Plan selected, the Employee must make application to the Senior Manager, Human Resource Services for such change before January 31 of the year of the proposed leave.

Upon approval by the Employer of this request, the Employee shall be paid during the leave any deferred salary plus accumulated interest from the trust account less appropriate deductions as outlined by Revenue Canada Regulations in the Employee's name.

- 4) In the event that a suitable replacement cannot be obtained for an Employee who has been granted a leave, the Employer may defer the year of leave by giving the Employee written notice at least four (4) months before the date of commencement of the leave.
- 5) In such a case the Employee may choose to withdraw from the Plan and receive the money in the trust account less appropriate deductions as outlined by Revenue Canada Regulations or to continue in the Plan allowing the monies in the trust account to accumulate interest until the leave of absence is granted.

f) Salary and Benefits - Year of Leave

- 1) In the year of the leave the Employer shall pay to the Employee the total of the deferred salary plus any remaining taxed accrued interest in instalments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or in one or two lump sums if requested by the Employee.

- 2) The Employer shall deduct the amounts required for Income Tax, Canada Pension, Superannuation/ O.M.E.R.S.

The amount deducted for pension will be controlled by rulings as received from O.M.E.R.S. and Revenue Canada.

- 3) The Employee shall not be employed in any capacity by the Waterloo Region District School Board during the year of the leave.

g) Return from Leave

- 1) On return from leave, the Employee is guaranteed the position held prior to the commencement of the leave subject to the provisions of the Agreement with respect to layoff and recall.

The Employee must return to their position with the Employer for a period of time not less than the duration of the Deferred Salary Leave.

- 2) On return to duty, the Employee will be placed on the salary grid at the same position as the Employee would have been, at the commencement of the leave.
- 3) An Employee will continue to accumulate and hold seniority upon returning to work as it was at the commencement of leave.

h) Employee Initiated Withdrawal from the Plan

- 1) An Employee may withdraw from the Plan at any time prior to taking the leave of absence by notifying the Senior Manager, Human Resource Services in writing before May 1st prior to commencement of the leave.
 - 2) Upon withdrawal, all the salary deferred plus accumulated interest in the trust account, less \$200, and appropriate payroll taxes of said account, shall be paid to the Employee. Payment shall be made as soon as possible after receiving notification of withdrawal. At the discretion of the Senior Manager, Human Resource Services or designate, the \$200 service levy may be waived for compassionate reasons.
- i) Employer Initiated Withdrawal from the Plan
- 1) An Employee declared redundant will be required to withdraw from the Plan.
 - 2) Should an Employee die while participating in the Plan, any monies accumulated in the trust fund plus accrued interest less appropriate deductions as outlined by Revenue Canada Regulations will be paid to the estate of the deceased Employee, or pre-designated beneficiary. The Employee may name a beneficiary of any monies accrued through this Plan in his/her trust account if she/he chooses, if the Employee should die during the time of this Plan.
- j) Memorandum of Agreement
- An Employee wishing to participate in the Plan shall be required to sign an agreement prepared by the Employer before final approval for participation will be granted.

L17.09 Leave To Observe Religious Holy Days

- a) Only religious holy days which fall on a school day where the Employee is forbidden to work by the Employee's religion will be considered.
- b) Employees applying for such religious holy days will give one month's notice to the Human Resources Manager responsible for the Educational Assistant group, through the Principal, of the pending religious holy day(s).
- c) Leave to observe religious holy days will be limited to a maximum of three days with pay. Days in excess of three will be without pay except as otherwise provided in L17.07 (2 d) above.

L17.10 Quarantine

Leave with pay and without loss of benefits, experience or seniority shall be granted to the Employee, despite absence from duty in any case where, because of exposure to a communicable disease, the Employee is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Employee's duties.

L17.11 Jury or Witness Leave

Employees shall be granted a Leave with pay and without loss of benefits by reason of a summons to serve as a juror or a summons as a witness in any proceedings to which the Employee is not a party or one of the persons charged, provided that the Employee pays to the Employer any fee, exclusive of traveling allowances and living expenses, that the Employee received as a juror or as a witness.

L17.12 Inclement Weather

When an Employee is unable to reach the Employee's place of employment from the Employee's residence because of weather conditions, severe enough to make it impossible for the Employee to be present, there will be no loss of pay or benefits. In the event of a school closure, no adjustments will be made to any prescheduled absences.

L17.13 Unscheduled Leaves

Employees who are unable to return to work following the Summer Break, December Break, March Break or a leave due to issues and/or delays with personal travel plans, the Board will grant the Employee a leave of absence without pay to cover the unscheduled/unauthorized absence. **The Board may require proof of such delay.**

ARTICLE L18 - PROFESSIONAL DEVELOPMENT DAYS

L18.01 Unless otherwise scheduled, Employees shall attend professional development (PD) days to the maximum of their total FTE per week. For example, an Employee with fifteen (15) total hours per week who has fulfilled their fifteen (15) hours prior to the PD day is not expected to attend. An Employee who has fifteen (15) total hours and works three (3) hours per day, is expected to attend for three (3) hours of PD, excluding breaks

Notwithstanding the above, employees may attend the EAA sponsored PD day for the entire day and be paid by the school board for the entire day. For employees that exceed their regular working hours, payment will be based on the number of hours spent attending the activity, but limited to a maximum of six (6) hours per day.

ARTICLE L19 – PENSION PLAN

L19.01 Eligible Employees may be covered by an O.M.E.R.S., Type 1 Pension or the Teachers' Pension Plan as determined by the pension provider.

ARTICLE L20 - PAY EQUITY

L20.01 The Employer agrees to monitor and implement any improvements in pay and benefits as a regular part of the Employers compensation activity to maintain Pay Equity during the term of this contract, as per Section 7(1), of the Pay Equity Act.

ARTICLE L21 - RETIREMENT GRATUITY

Employees hired on or after September 1, 2012, will not be eligible for a sick leave credit retirement gratuity.

Employees hired prior to September 1, 2012, will be eligible for a sick leave credit retirement gratuity if they had the required year of service (21.01) as of August 31, 2012.

Effective September 1, 2012, and thereafter, any sick leave credit retirement gratuity paid out under the provisions of this Article shall be based on what the retiring employee would have received as of August 31, 2012. For purposes of clarification, this means that the sick leave credit retirement gratuity shall be calculated based on the following factors:

- a) Years of service accumulated as of August 31, 201, if applicable;
- b) Number of sick leave credits accumulated by the employee as of August 31, 2012; and
- c) The salary in effect for the employee covered by this Collective Agreement as of August 31, 2012.

Effective September 1, 2012, all accumulated non-vested sick days shall be eliminated.

Sick days vested for the purposes of calculating the sick leave credit retirement gratuity shall only be used for that purpose.

ARTICLE L22 - JUST CAUSE

L22.01 No Permanent Employee shall be demoted, disciplined or have their employment terminated without just and sufficient cause. This shall be communicated in writing to the Employee.

The Association shall receive copies of **any written notification** regarding said demotion, discipline or termination and the reasons for the same.

L22.02 At the Employee's request, documents contained in an Employee's Human Resources File of a disciplinary or negative nature, and all supporting documents shall be removed from these files thirty-three (33) months after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other Employees of the Board will remain in the Employee's Human Resources File.

ARTICLE L23 - GRIEVANCE/ARBITRATION PROCEDURE

L23.01 a) Definition

A grievance shall be defined as any question, dispute or difference of opinion involving interpretation, application, administration or alleged violation of this Collective Agreement including the question of whether a matter is arbitral.

b) Recognition

The Parties recognize that each Party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance/arbitration procedure.

L23.02 Informal Stage

An Employee, with the concurrence of the Association, may initiate a complaint within twenty-five (25) days from the day the cause of the grievance became known, or reasonably ought to have been known, with the Principal, immediate supervisor **or Human Resource Services as applicable**. The parties will attempt to resolve the complaint/concern by informal discussion. The Principal, immediate supervisor **or Human Resource Services, as applicable**, shall answer the complaint within **ten (10)** days after the receipt.

L23.03 Formal Stage

In the case of a grievance by the Association on behalf of one of its Employees, the following steps are to be taken in sequence provided that the informal stage to resolve the matter with the Principal, immediate supervisor **or Human Resource Services as applicable** has failed.

Step 1

Within ten (10) days following the reply of the Principal, immediate supervisor **or Human Resource Services as applicable** under the informal stage, the Association may initiate a written grievance to the **Manager, Human Resource Services with the responsibility of the group or designate**.

The written grievance shall contain:

- a) a statement of the facts to support such a grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought (remedy); and
- d) the signature of the Grievor(s) and representative of the Association.

The Association and the **Manager, Human Resource Services with the responsibility of the group**, or designate, shall meet with the Association representative within ten (10) days from the receipt of the grievance. The **Manager, Human Resource Services with the responsibility of the group**, or designate, shall answer the grievance in writing within **ten (10)** days following the meeting.

L23.04 Step 2

If the reply of the **Manager, Human Resource Services with the responsibility of the group, or designate**, is not acceptable to the Association, the Association may make a written request within **ten (10)** days to the Senior Manager, Human Resource Services **with the responsibility of the group or designate**.

The Senior Manager, Human Resource Services, or designate, shall meet with the Association representative within ten (10) days from the receipt of the grievance.

The Senior Manager, Human Resource Services, or designate, shall answer the grievance in writing within **ten (10)** days of such meeting.

L23.05 Step 3

If the reply of the Senior Manager, Human Resource Services, or designate, is not acceptable to the Association, the Association may make a written request within **ten (10)** days to the **Coordinating Superintendent, Human Resource Services or designate**.

The Association and the **Coordinating Superintendent, Human Resource Services**, or designate, shall meet with the Association representative within ten (10) days from the receipt of the grievance. The **Coordinating Superintendent, Human Resource Services**, or designate, shall answer the grievance in writing within **ten (10)** days after the receipt of the grievance, or, within **ten (10)** days following the meeting if such a meeting occurred.

If the reply of the **Coordinating Superintendent, Human Resource Services**, or designate, is unacceptable to the Association, the Association may then apply for arbitration but such application must be made within twenty (20) working days of the receipt of the reply.

L23.06 Policy Grievance

The Bargaining Unit and the Employer shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Agreement. A policy grievance shall be presented at Step 2 to the Bargaining Unit or the Senior Manager, Human Resource Services with responsibility the group or designate. A policy grievance is a grievance that cannot be filed on behalf of an individual employee.

L23.07 Arbitration

- a) The party desiring arbitration shall notify the other party, in writing, of its desire to submit the difference or allegation to arbitration. The recipient of the notice shall, within **twenty (20)** days, inform the other party of the name

of the Arbitrator. If the two appointees fail to agree upon an **Arbitrator**, the appointment shall be made by the Ministry of Labour upon the request of either party.

- b) The **Arbitrator** shall hear and determine the difference of allegation and shall issue a decision and the decision is final and binding upon the parties.
- c) The **Arbitrator** shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to adjudicate any **matter not specifically assigned to the Arbitrator by the written grievance**.
- d) Each of the Parties to the arbitration shall jointly bear the expenses of the Arbitrator.

L23.07 Should a difference arise between the Parties, it may be submitted under the grievance procedure by either Party, in writing starting with Step 3.

L23.08 No Employee who is required in attendance at any stage of the Grievance/Arbitration Procedure shall be detrimentally affected thereby.

- L23.09
- a) All time limits fixed herein for the grievance procedure may be extended **at any step of the grievance process** upon written consent of the parties.
 - b) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
 - c) Receipt of notification shall be deemed to be the date of receipt of a registered letter or date of personal delivery to the Party concerned.

ARTICLE L24 – WORKING CONDITIONS

L24.01 Medical Procedures

The Employer shall not require any Employee to administer medication or perform any medical procedure on any student or any physical procedure on any student that may subject the Employee to personal injury or liability. The Employer shall not direct any Employee to examine or diagnose pupils for communicable diseases.

The Board personnel under the direction of the appropriate medical authority may assist with or perform certain physical procedures. These include but are not limited to lifting and positioning, assistance with mobility, feeding, toileting, and general maintenance exercises.

L24.02 Leave of Absence for Temporary Limitations Due to a Communicable Disease

When the principal knows of a Communicable Disease in the school, he or she shall notify the school staff. Employees who may have been exposed to a Communicable Disease, for whom exposure is a concern, will be released with pay for the remainder of the school day to allow the Employee an opportunity to consult with the Employee's physician. If a pregnant Employee or partner of

a pregnant woman is advised by her or his physician not to attend the workplace where there is a known case of a Communicable Disease, the Employee has the option to remain at home with loss of sick leave or to be relocated to an alternative workplace where a Communicable Disease has not been reported. The reassignment will continue until twenty (20) days have passed since the last reported case, or such lesser time as the Employee requests. If an Employee wishes to be relocated to an alternative workplace for the period of the exposure, the Employee must make the request in writing, including a doctor's note, to Human Resources. In the interest of time, the request may be made verbally, with written follow-up.

L24.03 Compassionate Care Leave

The Employer shall grant an unpaid compassionate care leave of eight (8) weeks or shorter leave as Employee requests, to enable the Employee to care for a seriously ill family member. The Employee and the Employer will continue to make contributions to existing insured benefit plans. Seniority, Employee experience, sick leave credits and any other relevant Agreement entitlements shall continue to accumulate during such leave.

For those Employees who qualify for Employment Insurance (EI) Compassionate Care Benefits, the Board will provide a Supplemental Employment Benefit Plan:

- a) For the two (2) week waiting period during which time the Employee will receive payments equivalent to 75% of the salary and allowances that would have been received had the Employee not been on leave. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave.
- b) For up to six (6) additional weeks, during the normal work schedule, the Employee will receive payments equivalent to the difference between the Employment Insurance benefits the Employee is eligible to receive and 75% of the salary and allowances that would have been received had the Employee not been on leave. This amount will be paid upon submission of proper documentation from E.I.C. There will be no deduction from the Employee's sick leave.

ARTICLE L25 – OCCUPATIONAL HEALTH AND SAFETY

L25.01 Employer's Obligations

The Parties agree that it is the Employer's obligation to provide a safe and healthy workplace environment as provided for in the Occupational Health and Safety Act.

L25.02 Work Refusal

The Employer will follow the provision regarding Work Refusal as provided for in the Occupational Health and Safety Act.

L25.03 Violence in the Workplace

Any incident of violence shall be reported on an Accident/Investigation Report Form and forwarded to the attention of the Joint Occupational Health and Safety Committee.

ARTICLE L26 – ASSOCIATION LEAVE OF ABSENCE

L26.01 Effective September 1, 2000, upon written request, the Board shall grant a leave of absence to an Employee who has been selected or appointed to a full-time Association position. The leave shall be without loss of salary, seniority or benefits provided the Association reimburses the Board for the supply cost of the leave for the Employee.

L26.02 Effective September 1, 2000, leave of absence with pay and no loss of seniority or benefits shall be granted upon written request to Employees, who have been selected or appointed to represent the Association to a total of one hundred and twenty (120) days per school year, provided the Association reimburses the Board for the supply cost of the leave days.

ARTICLE L27 - EFFECTIVE PERIOD

L27.01 This Agreement is in effect for the period from the first day of September **2019** until the last day of August **2022** and shall apply to all Employees covered by this Agreement who were in the employ of the Employer for any part of the Agreement period.

L27.02 If neither Party wishes to amend this Agreement, the Agreement shall be renewed from year to year until the year in which the notice of intent to negotiate is given.

L27.03 The Parties will meet within thirty (30) working days after giving of notice by either Party for the purpose of entering into negotiation or within such further period as the parties agree upon.

L27.04 If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the current expiry date, this Agreement will continue in full force and effect until a new Agreement is signed between the Parties, or until conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

ARTICLE L28 - STATISTICS

L28.01 Employer data and information concerning salaries, paid benefits, staffing and workload of the Employees shall be made available to the Association President upon request, if such material has been or will be produced for the Employer's use.

ARTICLE L29 – SUPPLY EMPLOYEE

L29.01 Supply Employee shall not by virtue of such employment become permanent or probationary Employees. The following provisions of the Collective Agreement shall be the only provisions that apply to Supply Employees:

- Article L1 – General Purpose
- Article L2 – Definitions
- Article L3 – Recognition
- Article L4 – Reservation of Management Functions
- Article L6 – No Strikes or Lockouts
- Article L7 – Relationship
- Article L8 – Staff/Management Committee
- Article L12 – Wages and Allowances (12.01 c)
- Article L23 – Grievance/Arbitration Procedure
- Article L24 – Working Conditions (24.01)
- Article L25 – Occupational Health and Safety
- Article L27 – Effective Period
- Article L28 – Statistics

L29.02 Procedure for the Compensation of Supply Employees in a long-term assignment:

- (a) For the first twenty (20) consecutive days, in the same assignment and replacing the same Employee, the Supply Employee will be paid at the applicable supply rate.
- (b) Commencing on the twenty-first (21) day where the Supply Employee identified in (a) above remains in the same assignment and replacing the same Employee, the rate of pay shall change from the supply rate to Step 0 for the applicable Classification and Status and Description and Setting.
- (c) Should the Employee whose absence generated the supply position return to work, the two-week notice period shall not be applicable. If the position is being filled administratively due to resignation/retirement, the two week notice period shall be applicable provided Human Resources have received at least two weeks written notice from the Employee.
- (d) In the event that the Employee identified in (c) goes off work again within two (2) weeks of their return and the same Supply Employee as identified in (a) and (b) above is brought back to fill the absence, the Supply Employee shall not start at the applicable supply rate. The Supply Employee shall be paid at the rate of Step 0 for the applicable Classification and Status and Description and Setting.
- (e) The Supply Employee is not eligible for participation in the Employer's benefit plan.

LETTERS OF UNDERSTANDING

Letter of Understanding - Medical Documentation

1. The Employer shall ensure that all individual medical records and information provided by a qualified health care practitioner with the permission of the Employee are stored in a secure location and in a completely confidential manner. Access to such individual records and information shall be confidential and strictly limited to the individual Employee, the Senior Manager, Human Resource Services with responsibility for disability management and the Employee Wellness Coordinator responsible for disability management. An Employee will be provided with copies of any and all information contained in their medical file within five (5) working days of a written request being delivered to the Senior Manager, Human Resource Services or the Employee Wellness Coordinator responsible for disability management. In the event of an Independent Medical Examination (IME) report, information will be provided to the Employee or their qualified health care practitioner.
2. An Employee who is absent for six (6) consecutive days will provide a note from a qualified health care practitioner.
 - a) If the Employee is medically fit to return to work, the note will indicate the Employee is fit to return to work and be given to the Human Resources Officer – Attendance/Disability Management.
 - b) If the Employee is unable to return to their previous work (Full-time or Part-time), or if accommodations to work are required, the note will be given to the Human Resources Officer- Attendance/Disability Management and will include:
 1. Confirmation of an active treatment plan
 2. Indication if a referral to another medical practitioner has been made
 3. Delineation of limitations
 4. Indication of the date of reassessment
 - c) In the event the information provided in 2b) is insufficient, following consultation with the Association and an explanation to the Employee of what is insufficient, the Employer may request additional documentation to supplement the original note.
 - d) In the event that the Employer has a concern about a pattern of absences, the Employer may request a meeting with the Employee and the Association to discuss the concern. Following the meeting the Employer may request supporting medical documentation.
3. When a return to work plan is required, the plan will be developed cooperatively between the Employer and the Association with input from the Employee based on medical documentation.

4. Accommodations required by an Employee while performing at their full or reduced F.T.E. workload will be developed cooperatively between the Employer and the Association with input from the Employee based on medical documentation.
5. Should the Board request from an Employee, an independent medical opinion, the choice of medical practitioner shall be mutually agreeable to the Employer, the Employee and the Association.

Letter of Understanding - Retirement Gratuity Calculation

For further clarification, the following is provided to reflect how the retirement gratuity is calculated for Employees who are retiring and meet the eligibility to receive a retirement gratuity as outlined in Article 21.

RSLD = Retirement Sick Leave Days = Current + Reserve SL Days + Days earned beyond max of Reserve

For the purpose of this example we will use a 30 hour (FTE = 30/35 or 0.857) Level B, Employees who has 21 years of experience (applying the Sept. 1, 2008 salary grid) and the following absence account balance:

Current = 18, Reserve SL Days = 220, Days earned beyond max = 109.5

Starting Salary Level B = 40.6 weeks x 35 hours per week x hourly rate
(Level B hourly rate = \$16.60)
= \$23,588.60

∴ RSLD = 18 + 220 + 109.5 = 347.50 x Employee's FTE at time of retirement

Retirement gratuity calc options:

1. (RSLD/2x FTE) x (1/260 of Starting Salary Level B x 1.0 FTE)
= (347.50/2 x 0.857) x (1/260 x 23,588.60)
= 148.90 x 90.73
= \$13,509.70

OR

2. Half of Max Sal Level D
= 0.5 x (40.6 x 35 x 26.45)
= 0.5 x 37,585.45
= \$18,792.73

OR

$$\begin{aligned}
&3. \quad \frac{1}{2} \text{ of Employee Salary @ time of retirement} \\
&= \quad 0.5 \times 23,588.60 \times 0.857 \\
&= \quad \$10,107.72
\end{aligned}$$

Retirement gratuity payment will reflect the amount in 1, or 2, or 3, whichever is the lowest. In this example, #3 is the lowest at \$10,107.72

Letter of Understanding
RE: Overtime

Notwithstanding Article L12.02, the parties agree that employees who have a combination of assignments that include extended day hours, the hours in excess of 35 hours per week will be paid at their regular rate of pay up to forty (40) hours per week.

Letter of Understanding
RE: Professional Development

The Board and the Association agree to form a committee within 60 days of the date of ratification of the collective agreement by both parties to review professional development opportunities for the EAA group of Employees. Such committee shall be comprised of a maximum of 4 representatives from each party.
This letter expires August 19, 2016.

Letter of Understanding
RE: Scheduling

Employees who work twenty-five (25) hours or more, either in a single assignment or multiple assignments in the same location will be required to take up to a maximum of sixty (60) minutes of unpaid time each day as scheduled and determined by the Board.

Employees who work less than twenty-five (25) hours but more than twenty (20) hours per week, either in a single assignment or multiple assignments in the same location will be required to take up to a maximum of forty (40) minutes of unpaid time each day as scheduled and determined by the Board.

Employees who work twenty (20) hours or less per week, hours will be scheduled consecutively within a single assignment and a break will not be scheduled.

Examples:

- a) An employee with a twenty-five (25) hour per week single assignment works from 8:30am to 2:30pm at School A and has a 11:30am to 12:30pm unpaid break.
- b) An employee with a twenty-five (25) hour per week single assignment works 9:30am to 2:30pm at School B and has no unpaid break.
- c) An employee with a twenty-five (25) hour per week single assignment works 9:30am to 3:10pm at School C and has a 12:20pm to 1:00pm unpaid break.
- d) An employee who works a 3 hour (15 per week) assignment and a 2 hour (10 per week) assignment consecutively scheduled in the day may have a scheduled gap of unpaid time of up to a maximum of sixty (60) minutes.
- e) An employee who works 3 hours per day (15 per week), and 2 hours (10 per week) in the Ext Day AM or PM will not have a scheduled gap of unpaid time during either assignment.
- f) An employee who works 3 hours per day (15 per week) at School A and 2 hours (10 per week) per day at School B will not have a scheduled gap of unpaid time during either assignment.

Letter of Understanding
RE: Toileting Students

Toileting/diapering of FDK students shall not be the responsibility of the EA unless the need is medically identified. It is understood however, that the EA may be expected to assist with toileting/diapering in situations where the need is not medically identified but where the DECE is already occupied with assisting in another toileting/diapering situation. The Board agrees to communicate with Principals regarding this process.

It is understood that CYWs are not required to toilet/diapering students as part of their regular duties and responsibilities.

Letter of Understanding
RE: Interviews for Permanent Postings

The two (2) most senior permanent applicants (based on their hire date into a permanent position), will be granted an interview.

Letter of Understanding
RE: Attendance at School Events for Coaches and Leaders

Where an Employee is participating as a member of the regular coaching staff for a school team, and their team is attending a school sanctioned event, the Board agrees to make every effort to release the Employee to attend the event with the team without loss of pay.

[Return to TOC](#)

[Return to Key Terms](#)

Letter of Understanding
RE: Orientation

The Board agrees to include in its newly hired EA, CYW orientation program (including Supply), documentation and awareness regarding Safety Plans, Behaviour Logs and Incident Reporting.

Letter of Understanding
RE: Prevention of Violence

Within 60 days of ratification, up to three (3) representatives from each of the parties will meet to develop a process for informing Supply, Itinerant or newly employed EAs about the students they will be supporting when they arrive at the school for their assignment. The Parties will make a mutually agreed joint recommendation to the Superintendent, Human Resource Services for consideration.
This letter expires August 19, 2017

Letter of Understanding
RE: Overpayments

- 1. The Board will identify a situation where the Board is of the view that an employee has been overpaid.**
- 2. The Board will provide a written explanation to the Employee and the Union of the amount of the alleged overpayment and the reason for it. The explanation must be provided within one year of the overpayment.**
- 3. Within fourteen (14) days of the Board providing the explanation in paragraph two, the Union and the Board will discuss and determine if there is an agreement that there is an overpayment and the amount of the overpayment.**
- 4. If the Employee, Union and the Board agree concerning the fact of the overpayment and the amount of it, then they shall record that agreement in writing within seven (7) days of their agreement.**
- 5. Within twenty-eight (28) days of the agreement referred to in paragraph four, the Board is authorized to deduct, on a bi-weekly basis, up to five percent of the gross wages of the employee in order to satisfy the overpayment. The parties can, by written agreement, change the five percent maximum to a different maximum percentage, either higher or lower.**
- 6. The bi-weekly deductions will continue until the agreed upon amount of the overpayment has been rescinded. The requirement for the Board to implement a statutory notice of garnishment will suspend the bi-weekly deductions for the period that the statutory garnishment is being satisfied.**

7. No interest will be charged to an Employee in respect of overpayments or amounts owed in respect of overpayments.
8. Any disputes regarding alleged overpayments of employees in this bargaining unit, or any issues regarding the interpretation or application of this protocol, may be referred to expedited arbitration as outlined under Section 49 of the Labour Relations Act.

This letter expires one day prior to the expiration of this Collective Agreement.

MEMORANDUMS OF UNDERSTANDING

CLASSIFICATION AND JOB

Effective September 1, 2008:

The following sets out the job classifications for the Employees covered by this Agreement:

	CLASSIFICATION & STATUS	DESCRIPTION AND SETTING	TITLE
A	Part-Time Employee	Kindergarten Classrooms	Educational Assistant
B	Part-Time Employee	Home School Support Orthopedic – Home School Support	Educational Assistant
D	Part-Time Employee	Brailist Developmental Education – Intervenor Fast Forward Vision Special Education Classes: Communication & Behaviour Developmentally Challenged Area Composite Behaviour ECO Hearing Impaired Language Learning Disabilities Life Skills Orthopedic	Educational Assistant
E	Part Time Employee	Multiple Settings	Child/Youth Workers Special Support Workers
E	Full Time Employee	Multiple Settings	Child/Youth Workers Special Support Workers

NOTE

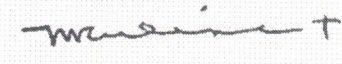
1. It is understood that nothing precludes the Employer from assigning an Employee to a Regular Classroom.

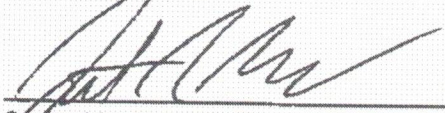
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 30th day of June, 2021.

FOR THE WATERLOO REGION DISTRICT –
SCHOOL BOARD:


Chairperson of the Board

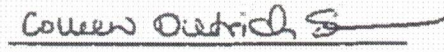

Director of Education and Secretary
to the Board


Coordinating Superintendent, Human
Resource Services


Senior Manager, Human Resource
Services


Manager, Human Resource Services

FOR THE EDUCATIONAL ASSISTANTS
ASSOCIATION:


President, EDUCATIONAL
ASSISTANTS ASSOCIATION


Member, Collective Bargaining
Committee


Member, Collective Bargaining
Committee


Member, Collective Bargaining
Committee