

MEMORANDUM OF SETTLEMENT

Between

Waterloo Region District School Board
(Hereto referred to as the Board)

and

The Educational Assistants Association
(Hereto referred to as EAA)

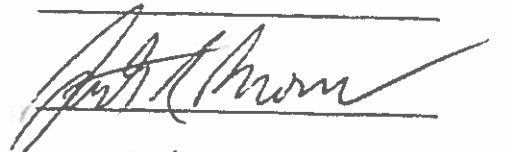
As a result of collective bargaining that took place between WRDSB and the EAA, the parties to the collective agreement hereby agree as follows:


1. Upon final ratification of this Memorandum of Settlement, this collective agreement is for the term September 1, 2019 to August 31, 2022;
2. The new collective agreement will reflect all items agreed to in this round of collective bargaining, as set out in the attached Appendix A;
3. The new collective agreement will reflect the one (1) percent wage increase effective September 1st of each year for the term of this agreement reflected in the grids found in Appendix B;
4. All provisions will become effective on the first of the month following final ratification by both parties, unless expressly agreed otherwise subject to errors and omissions, in writing as set out in the attached Appendix A;
5. Within thirty (30) days of ratification, the Board will move EAA employees working a combination of permanent core level "B" and permanent core level "D" assignments to a permanent core level "D" assignment with no reduction in hours. The effective date of said change would be as of the date of ratification.
6. The hereto parties agree to recommend to their respective principles the Memorandum of Settlement for ratification/approval no later than November 30, 2020.

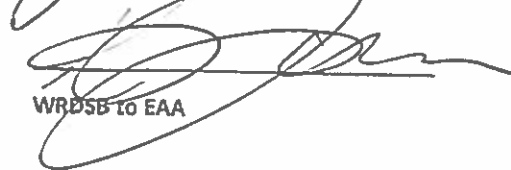
Dated at Kitchener, Ontario, on this 30th day of September, 2020.

For the Board

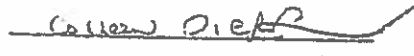
For the EAA

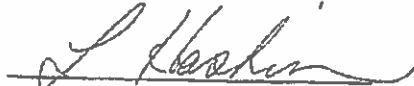





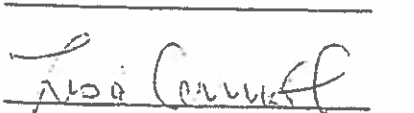


WRDSB TO EAA









APPENDIX A

Global Replacements:

- All bolded language, reflecting new language from the last round of bargaining to be updated to remove the bold font.
- All strikethrough language, reflecting wording struck from the last round of bargaining to be deleted.
- It is understood where articles are added or deleted the parties agree to renumber remaining articles accordingly and correct references to corresponding articles.
- It is understood where articles use Roman Numerals, they will be changed to numeric.

ARTICLE LII – DEFINITIONS

- L2.01 c) "Employee" means a person employed by the Employer as an **Educational Assistant, Child and Youth Worker or Special Support Worker, as applicable.**
- L2.01 f) "Term Employee" means an Employee who fills an open position ~~during the after September 15 of any school year.~~

ARTICLE LIII - 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.**
- L4.04 c) The Association shall receive copies of the **discipline letter** ~~all correspondence~~ 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.
- L5.02 The performance of a probationary Employee will be reviewed with the Employee by the immediate supervisor or, under special circumstances, the ~~appropriate~~ 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 ~~an~~ **Permanent Employee Educational Assistant.**
- L5.04 Seniority shall be established on the basis of the Employee's service with the Employer. ~~as an Educational Assistant.~~

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.

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

- L5.06 Seniority shall cease and the employee shall be deemed terminated when an Employee:
- L5.08 b) The Association shall have electronic access to a seniority list. ~~through the Electronic Communications Portal.~~
- L5.14 e) ~~It is understood that in the event a permanent position is posted in September and waiting to be filled, no replacement will be hired.~~
- L7.04 The Employer agrees to provide new Employees with access to an electronic a copy of this Agreement.
- L7.06 The Employer agrees to provide the Association electronic access to a report which identifies new hire information through the Electronic Communications Portal.
- L15.01 e) ~~Any increase in salary as per Article LXV, 15.01 (b) shall only be effective after the Employee has completed two (2) working days in the transferred position and shall be paid retroactively to the first day of the position transfer.~~

ARTICLE LXVI - 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 paid in accordance with their pay schedule, based on the following:
- L16.02 Vacation pay for the school year, for Non - Permanent Employees shall be paid
NEW in accordance with the Employment Standards Act.

ARTICLE LXVII - LEAVE PLANS

For the 2012-13 and 2013-14 school years the following language supersedes the 2008-2012 Collective Agreement Language:

Sick Leave Days

1. ~~An Employee, who is actively at work on the first work day of each school year, shall be allocated eleven (11) days of absence due to personal illness to be paid at 100% of salary. A part-time Employee shall be paid 100% of their regular salary (as per their full time equivalent status) for up to eleven (11) days of absence due to illness. These days shall not accumulate from year to year.~~
2. ~~An Employee who is hired for less than a full school year is entitled to the number of sick days available under 1 above, prorated to the length of the time for which they are hired, and for full-time equivalent status.~~

Short-Term Leave and Disability Plan

- 1) ~~An Employee absent beyond the eleven (11) sick leave days paid at 100% of salary due to personal illness is eligible for an additional one hundred and twenty (120) days of short term~~

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sick leave to be paid at 66.67% of regular salary, and be eligible for 90% of regular salary subject to a third party adjudication process where:

- ~~a) All, or any part of, an absence of five (5) or more consecutive work days, occurs beyond the eleven (11) sick leave days paid at 100% of salary~~
 - ~~b) An absence of any duration beyond the eleven (11) sick leave days paid at 100% of salary due to an ongoing or intermittent medical condition such as, but not limited to, recurring illnesses or medical conditions, or any form of chronic condition.~~
- 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.

L17.05 Leave Of Absence For An Extended Period

- b) Request for leave of absence should be received by the Manager, Human Resources Services Manager (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) An Employee on leave of absence may continue Group Life and may continue Dental benefits and Extended Health Care benefits provided that the Employee pays 100% of the cost of such benefits during the leave of absence.~~

L17.06 Parental Leave

- a) 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.

~~The Employer shall grant to a pregnant Employee, on the day the leave is requested, a pregnancy leave of seventeen (17) weeks or such shorter leave as the Employee requested and as provided by the Employment Standards Act.~~

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~~A Parental Leave shall be granted by the Employer to an Employee, on the day the leave is requested, for thirty five (35) weeks or such shorter leave as the Employee requested if they also took a pregnancy leave, or for thirty seven (37) weeks or such shorter leave as the Employee requested if they did not take a pregnancy leave, and as provided by the Employment Standards Act.~~

~~An Employee on Pregnancy and/or Parental Leave shall continue to accumulate receive Employee benefits to accumulate credit for sick leave, 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;

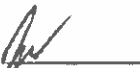
The request for an Extended Parental Leave should be submitted when application is made for pregnancy and parental leave or no later than four (4) weeks prior to the end of the statutory leave. Any request for an extension of Extended Parental Leave should be submitted no later than five (5) months prior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

~~b) (i) During a period of pregnancy/short term parental leave, the Employer will pay for the first two weeks, payments equivalent to 75% of the salary and allowances that would have been received if the Employee had not been on leave.~~

~~(ii) For the Employee's normal work schedule time that falls within the immediate six (6) week period after birth the Board will pay the equivalent of 100% of the salary and allowances that would have been received if the Employee had not been on leave, less payments received from E.I.C. This amount will be paid upon submission of proper documentation from E.I.C.~~

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~~There will be no deduction from the Employee's sick leave based on current Regulations. In the event there is a change to the Regulations, the parties shall meet to discuss and resolve the matter.~~

~~(iii) Should an Employee not qualify for maternity benefits under EI, then the Employee may choose to access sick leave for the lesser of their accumulated sick leave credits or the period described in (ii).~~

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

Maternity Benefits/SEB Plan

- a) 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.

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L17.08 Deferred Salary Leave Plan

d) Salary Deferral

- ii) 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 (i) above in a trust account, with which the Employer deals on a day-to-day basis. 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.

f) Salary and Benefits - Year of Leave

- ii) The Employer shall deduct the amounts required for Income Tax, Canada Pension, Superannuation/ O.M.E.R.S. and any benefits in the Collective Agreement. The amount deducted for pension will be controlled by rulings as received from O.M.E.R.S. and Revenue Canada.
- iii) ~~Group Life Insurance, Accidental Death and Dismemberment, Supplemental Health Plan, and Dental Plan benefits will be kept in force by the Employer during the Employee's leave of absence; however, the total premium costs during the leave will be paid by the Employee.~~
- iv) ~~Sick leave credits will not accumulate during the year of the leave.~~
- v) ~~While on leave, any benefits tied to salary level shall be structured according to the salary the Employee would have received in the year prior to the year of leave had the Employee not been enrolled in the Plan.~~

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.

L18.01 Unless otherwise scheduled, Part-time Employees shall attend are entitled to be paid for at least three (3) professional development (PD) activity days per school year 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. ~~This includes the county-wide Professional Development Day.~~

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.

~~Part-time Employees are entitled to be paid for at least three (3) professional activity days per school year. This includes the county-wide Professional Development Day.~~

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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 LXIX – PENSION BENEFIT PLANS

1. ~~The Waterloo Region District School Board Benefit Plans are as described in Items 19.01, 19.02, 19.03 and 19.04.~~
2. ~~The Benefit Booklet is deemed to be part of this Collective Agreement.~~

~~L19.01 – Extended Health Care Plan~~

~~Employees will have the option to participate in a plan that provides the maximum allowable of "Eligible Expenses" not covered by O.H.I.P. This benefit will have an annual \$50.00 deductible clause for all eligible expenses except semi-private hospital coverage which shall be fully paid.~~

~~Effective January 1, 2009:~~

~~The cost of the premium to be paid in the following manner:~~

~~95% by the Employer; 5% by the Employee (pro-rated for Part-time Employees).~~

~~L19.02 – Basic Group Life Insurance and Accidental Death and Dismemberment~~

~~a) – Employees may select either \$2,000 or \$25,000.~~

~~b) – The cost of the premium to be paid in the following manner:~~

~~Effective January 1, 2009:~~

~~The cost of the premium to be paid in the following manner:~~

~~95% by the Employer; 5% by the Employee (pro-rated for Part-time Employees).~~

~~c) – Every new Employee is required to participate in this Plan.~~

~~L19.03 – Optional Group Life Insurance~~

~~In addition to the basic group life insurance, Employees insured for \$25,000 basic life insurance may have an optional amount of insurance in increments of \$10,000; from \$10,000 up to and including \$250,000.~~

~~The premium cost of such optional coverage to be paid by the Employee.~~

~~L19.04 – Dental Plan~~

~~Effective January 1, 2009:~~

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The cost of the premium to be paid in the following manner:

~~95% by the Employer; 5% by the Employee (pro-rated for Part-time Employees).~~

~~L19.05 On the death of an Employee covered by this Agreement, the Employer will continue coverage for the eligible spouse/dependents(s) of the deceased Employee, for a maximum period of two (2) years, on payment of 100% of the premium cost by the deceased Employee's spouse/dependents(s).~~

~~L19.06 Any improvements in group insurance benefits granted by the Employer to other Employee Groups shall be offered to the Association.~~

~~Note: The cost of the premiums of all benefits will be pro-rated as per the current practice of the Employer re all Support Staff.~~

L19.07 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 LXXII - 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 ~~all correspondence~~ regarding said demotion, discipline or termination and the reasons for the same.

ARTICLE LXXIII - 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, ~~or immediate supervisor or Human Resource Services as applicable~~. The parties will attempt to resolve the complaint/concern by informal discussion. The Principal, ~~or immediate supervisor or Human Resource Services as applicable~~ shall answer the complaint within ten (10) ~~five (5)~~ 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, ~~or immediate supervisor or Human Resource Services as applicable~~ has failed.


Step 1

Within ten (10) days following the reply of the Principal, ~~or 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. Superintendent of Instruction.

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The written grievance shall contain:

- i) 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
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought (remedy); and
- iv) 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 ~~Superintendent of Instruction~~, or designate, ~~and the appropriate supervisor~~ 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 ~~Superintendent of Instruction~~, or designate, shall answer the grievance in writing within ten (10) ~~five (5)~~ 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 Superintendent of Instruction~~ is not acceptable to the Association, the Association may make a written request within ten (10) ~~five (5)~~ 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) ~~five (5)~~ 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) ~~five (5)~~ days to the Coordinating Superintendent, Human Resource Services or designate ~~Director of Education~~.

The Association and the Coordinating Superintendent, Human Resource Services ~~Director of Education~~, or designate, shall meet with the Association representative within ten (10) days from the receipt of the grievance. The Coordinating Superintendent, Human Resource Services ~~Director of Education~~, or designate, shall answer the grievance in writing within ten (10) ~~five (5)~~ days after the receipt of the grievance, or, within ten (10) ~~five (5)~~ days following the meeting if such a meeting occurred.

If the reply of the Coordinating Superintendent, Human Resource Services ~~Director of Education~~ 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

NEW 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

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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.

L23.067 Arbitration

- a) The party desiring arbitration shall notify the other party, in writing, of its desire to submit the difference or allegation to arbitration ~~and the notice shall contain the name of the first party's appointee to an Arbitration Board.~~ The recipient of the notice shall, within twenty (20) ~~five (5)~~ days, inform the other party of the name of the Arbitrator ~~its appointee to the Arbitration Board.~~ ~~Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.~~ If the two appointees fail to agree upon an Arbitrator ~~Chairperson~~ within five (5) days, the appointment shall be made by the Ministry of Labour upon the request of either party.
- b) ~~The Arbitration Board~~ 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 Arbitration Board~~ 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 ~~Arbitration Board~~ Arbitrator by the written grievance.
- d) ~~matter not specifically assigned to the Arbitration Board by the written grievance.~~
- L23.09 a) All time limits fixed herein for the grievance procedure may be extended at any step of the grievance process ~~only~~ upon written consent of the parties.

ARTICLE LXXV – OCCUPATIONAL HEALTH AND SAFETY

~~L25.01 The parties agree to adhere to the rights and responsibilities as outlined in the "multi-workplace Joint Health and Safety Committee" Order of February 28, 2000.~~

~~When a dispute arises, the parties agree to follow the provisions in the Occupational Health and Safety Act in order to resolve the matter.~~

ARTICLE LXXVII - EFFECTIVE PERIOD

L27.01 This Agreement is in effect for the period from the first day of September ~~2012~~ 2019 until the last day of August ~~2014~~ 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.

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LETTERS OF UNDERSTANDING:

Letter of Understanding—Accident Reporting Process

The parties agree to establish a joint committee to establish a mechanism for the reporting of injuries, accidents or related claims pertaining to an Employee of the Association.

The joint committee shall be composed of three (3) representatives from the Association and three (3) representatives from the Employer.

The joint committee shall be formed and have met at least once by September 30, 2005 and report its findings and/or recommendations to the Senior Manager, Human Resource Services, or designate, and to the Association executive on or before May 31, 2006.

Letter of Understanding—Layoff and Recall

The Parties agree to establish a joint committee to discuss Layoff and Recall language as provided for under Article LV as it relates to Seniority language. The Committee shall be composed of up to three (3) representatives from the EAA and up to three (3) representatives from the Employer. The Committee shall report joint recommendations along with corresponding language changes to the existing Article in the Collective Agreement, if any, to the Senior Manager, Human Resource Services, or designate and to the EAA Executive. This will be dealt with through the Staff/Management Committee, to be completed by March 30, 2009, or a date mutually agreed to by both parties.

Letter of Understanding—Term Hours

The Parties agree to establish a joint committee to discuss the process used in assigning Term Hours. Topics to be reviewed by the Committee may include but are not limited to: i) Process to obtain Term Hours, ii) Process to deploy Term Hours, and iii) Implications with respect to the Collective Agreement.

The Committee shall be composed of up to four (4) representatives from EAA and up to four (4) representatives from the Employer. The Committee shall report joint recommendations along with corresponding language changes to the existing Article in the Collective Agreement, if any, to the Senior Manager, Human Resource Services, or designate. Recommendations shall be made no later than February 27, 2009, unless mutually agreed to by both parties to extend that date.

Letter of Understanding—Article LXI

The Parties agree to establish a joint committee to review Article LXI. The Committee shall be composed of up to three (3) representatives from EAA and up to three (3) representatives from the Employer. The Committee shall report joint recommendations along with corresponding language changes to the existing Article in the Collective Agreement, if any, to the Senior Manager, Human Resource Services, or designate. Recommendations shall be made no later than January 30, 2013, unless mutually agreed to by both parties to extend that date.

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Letter of Understanding
RE: ~~Group Benefits and Other Working Conditions~~

In accordance with the terms of the Provincial Discussion Table (PDT) Agreement for the 2008—2012 collective agreement:

The Parties agree that the Board's share of the \$50 million 2008-2009 benefits funding announced in the August 2007 enhancements and allocated through increased benchmarks in the GSN on March 26, 2008 shall be used to assist Boards with the existing cost of benefits.

The Parties have noted the government's intention, conditional upon the approval by the Lieutenant Governor in Council, to allocate an additional annual enhancement of \$33 million (0.26% increase in benchmarks) effective in 2010-11 to enhance group benefits and other working conditions for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010.

Boards must spend no less than their allocated amount under this \$33 million enhancement.

EAA's share of the Board's allocation under the \$33 million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-2009 Financial Statements. In determining the ratio, occasional teachers, whether part of an independent or integrated Bargaining unit, shall be excluded.

The Board shall share the financial analysis and calculations of this allocation with EAA.

All group benefit coverage levels, provisions and practices in place in 2007-2008 and not revised under this \$33 million enhancement shall remain status quo for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, then in September 2009 the ODA rate would be set at 2007 rates.

Upon written request, the Board shall provide EAA with the requested disclosure to inform decision making on this matter. The nature of the disclosure will be similar but not limited to the information provided by the Board in a public procurement process.

The Parties agree to establish a Joint Benefits and Other Working Conditions Committee comprised of up to three (3) representatives from EAA and up to three (3) representatives from the Board, plus appropriate resources. The Committee will commence its deliberations no later than ninety (90) days following the date of ratification.

The Committee shall be responsible for reviewing and determining the group benefits and other working condition enhancements to be applied to EAA for implementation by September 1, 2010. It is understood that the total amount used for group benefits and other working conditions enhancements shall not exceed EAA's proportionate share of the fund provided by the Ministry of Education. Further, it is agreed that a portion of the funds will be used to offset the cost of the implementation of the change in Board share and Employee share effective January 1, 2009 as it relates to Article 19.01, 19.02, and 19.04 and to offset the cost of the change in daily rate used for calculating the Retirement Gratuity from Level A to Level B effective January 1, 2009, Article XXI.

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Letter of Understanding
RE: Trial Appeals Process

~~Prior to September 1, 2016, the Board shall develop a trial process for appealing changes in Employee assignments/transfers.~~

~~This letter expires August 19, 2017.~~

Letter of Understanding
RE: Physical Demands Testing

~~All current Level B Employees as of the date of ratification of this Collective Agreement shall be offered the opportunity to take the Board's Physical Demands Testing required in order to be qualified for Level D positions, should they become available to them through the normal posting and application process. The results of the testing, if taken, shall be shared with the Employee and held in confidence in Human Resources until such time as the Employee is successful in posting into a Level D position. All Level B Employees wishing to take the Physical Demands Test must submit their request by email to Human Resources no later than May 31, 2016.~~

Letter of Understanding
RE: Scheduling

~~All Employee hours shall be scheduled consecutively except for nutrition breaks to a maximum of forty (40) minutes per day and/or where an employee has multiple assignments in one location or multiple locations.~~

~~Example: Employee owns 15 Level B perm FDK hours, 5 Level D perm Orthopaedic hours and 5 term Level B after school extended day, such hours are not required to be scheduled consecutively.~~

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:

- **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.**

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- 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.
- 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.
- 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.
- 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.
- 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 Kindergarten 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: Trial Appeals Process

~~Prior to September 1, 2016, the Board shall develop a trial process for appealing changes in Employee assignments/transfers.~~

~~This letter expires August 19, 2017~~

Letter of Understanding - NEW
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.

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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.

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APPENDIX B

ARTICLE LXII - WAGES AND ALLOWANCES

L12.01

a) ~~Effective September 1, 2018:~~

i) ~~Ten month Part time Permanent and Term Employees shall be paid at the following rates:~~

Hourly Grid				
Step	A	B	D	E
0	\$16.89	\$18.88	\$23.71	\$26.59
1	\$17.94	\$20.02	\$25.30	\$28.19
2	\$18.99	\$21.16	\$26.89	\$29.79
3	\$20.04	\$22.30	\$28.48	\$31.39
4	\$21.09	\$23.44	\$30.07	\$32.99

Effective February 1, 2019:

ii) ~~Ten month Part time Permanent and Term Employees shall be paid at the following rates:~~

Hourly Grid				
Step	A	B	D	E
0	\$17.06	\$19.07	\$23.95	\$26.86
1	\$18.12	\$20.22	\$25.56	\$28.48
2	\$19.18	\$21.37	\$27.17	\$30.10
3	\$20.24	\$22.52	\$28.78	\$31.72
4	\$21.30	\$23.67	\$30.39	\$33.34

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~~Effective August 31, 2019:~~

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

Hourly Grid				
Step	A	B	D	E
0	\$17.15	\$19.17	\$24.07	\$26.99
1	\$18.22	\$20.33	\$25.69	\$28.62
2	\$19.29	\$21.49	\$27.31	\$30.25
3	\$20.36	\$22.65	\$28.93	\$31.88
4	\$21.43	\$23.81	\$30.55	\$33.51

~~b) Effective September 1, 2018:~~

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

Special Support Worker	
Step	Amount
0	\$37,768
1	\$40,052
2	\$42,336
3	\$44,620
4	\$46,904

~~Effective February 1, 2019:~~

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

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Special Support Worker	
Step	Amount
0	\$38,146
1	\$40,453
2	\$42,760
3	\$45,067
4	\$47,374

Effective August 31, 2019:

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

Special Support Worker	
Step	Amount
0	\$38,337
1	\$40,656
2	\$42,975
3	\$45,294
4	\$47,613

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

Child & Youth Worker	
Step	Amount
0	\$37,768
1	\$40,052
2	\$42,336

Board Initial AK

Union Initial CDE

3	\$44,620
4	\$46,904

Effective February 1, 2019:

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

Child & Youth Worker	
Step	Amount
0	\$38,146
1	\$40,453
2	\$42,760
3	\$45,067
4	\$47,374

Effective August 31, 2019:

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

Child & Youth Worker	
Step	Amount
0	\$38,337
1	\$40,656
2	\$42,975
3	\$45,294
4	\$47,613

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Union Initial

c) ~~Effective September 1, 2018:~~

~~i) Supply Employees shall be paid the following rate: \$21.11~~

~~Effective February 1, 2019:~~

~~ii) Supply Employees shall be paid the following rate: \$21.32~~

~~Effective August 31, 2019:~~

~~iii) Supply Employees shall be paid the following rate: \$21.43~~

L12.01 a) Effective September 1, 2019:

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

Step	Hourly Grid			
	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:

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

Step	Hourly Grid			
	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:

iii) 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

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b) Effective September 1, 2019:

- i) 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:

- ii) 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:

- iii) 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

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Effective September 1, 2019:

- i) 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:

- ii) 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:

- iii) 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:

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

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Effective September 1, 2020:

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

Effective September 1, 2021:

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

Board Initial  _____

Union Initial  _____