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ETFO EDUCATION WORKERS – 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 Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The Parties to the collective agreement are the School Board and the employee bargaining agent.
- b) Central collective bargaining shall be conducted by the central Employer and employee bargaining agencies representing the local Parties.

C1.4 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’ Association (CTA) and the employee bargaining agency, the Elementary Teachers’ Federation of Ontario (ETFO), each being a “Central Party”. The Elementary Teachers’ Federation of Ontario (ETFO) refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014*, as amended (SBCBA) for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The Council of Trustees’ Associations (CTA) refers to the designated Employer bargaining agency pursuant to subsection 21 (6) of the SBCBA for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The CTA is composed of:

1. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.

2. 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 “Term assignment” means, in relation to an employee,

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

C2.3 “Casual Employee” means,

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

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

C3.1 Single Collective Agreement

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 Section 41(1) of the SBCBA, the term of this collective agreement, including central terms and local terms, shall be for a period of three years from September 1, 2019 to August 31, 2022.

C3.3 Where Term Less Than Agreement Term

- a) Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C3.4 Term of Letters of Understanding

- a) All central letters of understanding 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.

C3.5 Amendment of Terms

- a) In accordance with Section 42 of the SBCBA, 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.

C3.6 Notice to Bargain

- a) Where central bargaining is required under the SBCBA, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*, as amended.
- b) Notice to commence bargaining shall be given by a central party:
 - i. within ninety (90) days of the expiry 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 SBCBA, central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- i) 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.
- ii) The “Central Parties” shall be defined as the Council of Trustees’ Association (CTA) and the Elementary Teachers’ Federation of Ontario (ETFO), each being a “Central Party”.
- iii) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- iv) For the purpose of the Central Grievance Process only “days” shall mean school days.

C4.2 Central Dispute Resolution Committee

- i) There shall be established a Central Dispute Resolution Committee (Committee), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- ii) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- iii) The Central Parties shall each have the following rights:
 - a. To file a dispute as a grievance with the Committee.
 - b. To engage in settlement discussions.
 - c. To mutually settle a grievance in accordance with iv) a., below.
 - d. To withdraw a grievance.
 - e. To mutually agree to refer a grievance to the local grievance procedure.
 - f. To mutually agree to voluntary mediation.
 - g. To refer a grievance to final and binding arbitration at any time.
- iv) The Crown shall have the following rights:
 - a. To give or withhold approval to any settlement by CTA.
 - b. To participate in voluntary mediation.
 - c. To intervene in any matter referred to arbitration.
- v) 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.
- vi) 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.

- vii) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

- 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.
- v) A grievance under this provision is not invalidated as a result of a technical deficiency under 4.3 i), ii), iii) or iv), above.

C4.4 Referral to the Committee

- i) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- ii) A central party shall refer the grievance to the Committee by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- iii) The Committee shall complete its review within ten (10) days of the grievance being filed.
- iv) 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 ten (10) days, refer the grievance to arbitration.
- v) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

- i) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- ii) 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.
- iii) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

- i) Arbitration shall be by a single arbitrator.
- ii) The Central Parties shall select a mutually agreed upon arbitrator.
- iii) Where the Central Parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.
- iv) The Central Parties may refer multiple grievances to a single arbitrator.
- v) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.00 PROVINCIAL BENEFITS PLAN

The Parties have agreed to include in a historical appendix LOA #15 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 (the "ETFO ELHT"). The date on which the School Boards and the bargaining units commenced participation in the ETFO ELHT shall be referred to herein as the "Participation Date".

C5.1 ELHT Benefits

The Parties agree that, since all active eligible employees have now transitioned to the ETFO ELHT, all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented education workers who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement ("ETFO represented employees").
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.
- c) Retirees who were previously represented by ETFO, who were, and still are members of a Board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C5.3 Funding

- a) As agreed to as part of the Central Terms executed on November 2, 2015, between the Crown, OPSBA and ETFO, a reconciliation process shall take place based on the financial results for the year ending on August 31, 2020, equal to the lesser of the total cost of the ETFO-EW plan per FTE and \$5,100 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2020.
 - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2020. The Parties agree that the ETFO ELHT will bear the cost of producing these audited financial statements for the Parties.
 - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the ETFO ELHT for ETFO education workers per the August 31, 2020, audited financial statements, excluding any and all costs related to retirees and optional employee benefits. 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 and advisory fees and all other costs and taxes. The total cost excludes retiree costs and optional employee benefit costs.
- b) The funding outlined in c) shall be conditional on no enhancement being made to the ETFO-EW Benefits Plan over the term of the agreement equivalent to an annual increase of greater than 1% of total benefits costs as defined in a) ii) or any reductions to existing premium share or the introduction of a premium holidays. For clarity, the total value of all plan enhancements made up to August 31, 2022, shall not exceed 1% of the annual ETFO-EW Benefits Plan costs for the year in which the enhancement is made. The ETFO ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases, at the ETFO ELHT's expense, should any of the sponsoring parties request it.

- c) If the audited financial statements for the year ending December 31, 2021, report net assets below 8.3% of the total cost of the ETFO Education Workers Benefits Plan due to inflation for that year as defined in a) ii), the reconciliation rate under a) will be increased by 3% retroactive to September 1, 2021.
- d) The annual per FTE funding amounts determined through the reconciliation process will be increased by 12% to reflect inflationary increases effective on August 31, 2022. For clarity, should c) be triggered then the reconciled rate under a) shall be increased by a further 9%.

C5.4 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 boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards 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 shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

C5.5 Benefits Committee

A benefits committee comprised of equal representation from ETFO, the CTA, the Crown, and ETFO ELHT shall convene upon request to address all matters that may arise in the operation of the ETFO ELHT.

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014, will remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for casual or term employees as a term of the local collective agreement in effect as of August 31, 2014, the boards will continue to make a plan available with the same funding arrangement.

C5.8 Payment in Lieu of Benefits

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

C6.00 CENTRAL LABOUR RELATIONS COMMITTEE

- 6.1 The Council of Trustees' Association (CTA) and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- 6.2 The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- 6.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- 6.4 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.
- 6.5 The committee shall include four (4) representatives from ETFO and four (4) representatives from the CTA. The Parties agree that the Crown may attend meetings.
- 6.6 ETFO and CTA representatives will each select one (1) co-chair.
- 6.7 Additional representatives may attend as required by each party.

C7.00 SICK LEAVE

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs d) i-vi below, permanent employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs d) i-vi below, permanent employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in d) i-vi below.

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at their full FTE without absence due to illness.

- iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
 - v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
 - vi. Where a regular/permanent employee is not receiving benefits from another source and is working less than their full FTE 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 employee's FTE that the employee is unable to work due to illness or injury.
- e) Short-Term Leave and Disability Plan Top-up
- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
 - ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
 - iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
 - iv. 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 in the current year. These days can be used to top-up salary under the STLDP.
 - v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).
- f) Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to employees in a Term Assignment:

- i. Employees in a Term Assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary, and one hundred and twenty (120) short-term disability days at the start of the assignment. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Employees in a Term Assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Term Assignment compared to the full working year of their classification in accordance with the allocation in (i) above.
- iii. Where the length of the Term 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/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iv. An employee on a Term Assignment who works more than one Term Assignment in the same school year may carry forward Sick leave and STLDP from one Term Assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the employee to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a. Family Medical Leave or Critical Illness Leave granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b. The employee will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- 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 payment for their 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 a) to d) below, if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short-term disability plan.

C8.2 Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB)

- a. The Employer shall provide for a permanent employee who accesses such leaves a SEB plan to top up their EI Benefits. The 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 school 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 EI and their regular gross pay.
- b. Employees in a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- c. SEB payments are available only to supplement EI Benefits during the absence period as specified in this plan.
- d. The employee must provide the Board with proof that he/she has applied for and is in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C8.3 Maternity Benefits (SEB Plan)

- a. The Employer shall provide for permanent and long-term occasional employees a SEB plan to top up their EI Benefits. The employee who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2011*, as amended, during such period. There shall be no deduction from sick leave or the Short-Term Leave Disability Program (STLDP).
- b. Employees not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c. Employees filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d. Employees on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e. The employee must provide the Board with proof that she has applied for and is in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f. Eligible employees shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the employee would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the employee in accordance with the Board's payroll procedure.
- g. Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP.
- h. If an employee begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an employee works outside of regular working hours, all applicable provisions of the local collective agreement regarding approval processes, hours of work, overtime/lieu time, etc. shall apply.

APPENDIX A

A. Sick Leave Credit-Based Retirement Gratuities (where applicable)

- 1) 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.
- 2) 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.
- 3) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out in accordance with subsection (2).
- 4) 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 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.
- 5) 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. Hamilton-Wentworth District School Board

B. 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 Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

**The Council of Trustees' Association
(hereinafter called 'CTA')**

AND

The Crown

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 shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2014-2017 local collective agreements. The issues listed below shall not be subject to local bargaining or to amendment by the local Parties.

Issues:

- Short Term Paid Leaves (number of days)
- Vacation Pay
- Statutory Holidays
- Paid Holidays
- Overtime
- Paid Lunch
- Long Term Disability
- Work Day (excluding scheduling)
- Work Week (excluding scheduling)
- Work Year (excluding scheduling)
- Professional/Preparation Time
- Allowances/Premiums (excluding percentage increase)

LETTER OF AGREEMENT # 2

BETWEEN

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

Re: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2020-2021 and 2021-2022 school years. Employees approved for SULP days shall not be replaced.

It is not the intention that SULP days be scheduled on days when role specific training or role specific professional development is scheduled.

For employees who work a 10-month year a School Board will identify:

- 1) two (2) Professional Activity days in each of the 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.

The days will be designated by June 15, of the current school year for the upcoming school year. All interested employees will be required to apply, in writing, for leave by no later than September 30, of the current school 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. 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.

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 # 3

BETWEEN

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

Re: Job Security: Protected Complement

1. Effective as of the date of central ratification (the "Protected Complement Date"), the Board undertakes to maintain its overall Protected Complement, except in cases of:
 - a. a catastrophic or unforeseeable event or circumstance;
 - b. a declining board/school enrolment;
 - c. school closure and/or school consolidation; or
 - d. funding reductions.
2. For the purpose of this Letter of Agreement, at any relevant time, the Board's overall Protected Complement is equal to:
 - a. FTE (excluding temporary, casual and/or occasional positions) as at the Protected Complement Date. (Memorandum note: the FTE number is to be agreed to by the Parties through consultation at the bargaining unit level)
 - b. minus any FTE attrition of bargaining unit members which occurs after the date of central ratification (Note: since FTE in (a) already excludes temporary, casual, and/or occasional positions, the reduction would be in permanent staff).

Reductions as may be required above shall only be achieved through lay-off after consultation with the union. Alternative measures may be considered by a board, which may include:

- c. priority for available temporary, casual and/or occasional assignments;
 - d. the establishment of a permanent supply pool where feasible; or
 - e. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
3. Where complement reductions are required pursuant to declining enrolment, such complement reductions shall occur at a rate not greater than the rate of student loss.

4. 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).
5. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
6. Staffing provisions contained in the 2014-2017 collective agreements or the last collective agreement completed between the Parties with regard to surplus, bumping and recall will continue.
7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Assistants/Technicians
 - b. DECEs
 - c. Custodians/Cleaners/Maintenance/Trades
 - d. Instructors
 - e. Counsellors
8. The Parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT # 4

BETWEEN

The Elementary Teachers' Federation of Ontario (hereinafter called 'ETFO')

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

The Crown

Re: Ability to Lock the Classroom Door

School Boards will continue to ensure Education Workers have the ability to lock and unlock the classroom door.

LETTER OF AGREEMENT # 5

BETWEEN

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

Re: Professional Activity (PA) Days

The Parties confirm that there will continue to be seven (7) PA days in each school year during the term of this collective agreement. There will be no loss of pay for ETFO members in accordance with local language (excluding casual employees). Notwithstanding, these days may be designated as Sulp days.

The Parties agree that one-half of one PA day in each school year during the term of this collective agreement will be designated for role specific training or role specific professional development for permanent employees.

LETTER OF AGREEMENT # 6

BETWEEN

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

**The Council of Trustees' Association
(hereinafter called 'CTA')**

AND

The Crown

Re: Provincial Committees

The Parties agree that specific issues related to the work of the members of the ETFO Education Support Worker Central Table may be raised by ETFO on the following Provincial Committees, in accordance with the terms of reference of each committee:

- Ministry Initiatives
- Provincial Working Group on Health and Safety

LETTER OF AGREEMENT # 7

BETWEEN

The Elementary Teachers' Federation of Ontario (hereinafter called 'ETFO')

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than May 30, 2020 each School Board and ETFO local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #8 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the ETFO Central Labour Relations Committee (CLRC) by no later than June 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than September 1, 2020. The Board will implement any necessary changes.

The data gathered by the School Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT # 8

BETWEEN

The Elementary Teachers' Federation of Ontario (hereinafter called 'ETFO')

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year of the collective agreement, one half Professional Activity day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and the Joint Health and Safety Committee regarding the topics and scheduling of this half PA day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the material produced by the Provincial Working Group – Health and Safety be used as resource material for this training.

LETTER OF AGREEMENT # 9

BETWEEN

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

**The Council of Trustees' Associations
(hereinafter called 'CTA')**

Re: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits and is therefore status quo for this round of bargaining. This agreement is without prejudice to outstanding grievances and local agreements.

LETTER OF AGREEMENT # 10

BETWEEN

**The Elementary Teachers' Federation Ontario
(hereinafter called 'ETFO')**

AND

**The Council of Trustees' Association
(hereinafter called 'CTA')**

RE: Sick Leave

The Parties agree that any current local collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The Parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

Historical Appendix of Central Terms- For Reference Only

LETTER OF AGREEMENT # 15

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Catholic School Trustees' Association
(hereinafter called 'OCSTA')**

AND

**The Elementary Teachers' Federation of Ontario – Education Workers
(hereinafter called the 'ETFO - EW')**

AND

The Crown

Re: Benefits

The Parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement (LOA), all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The ETFO-EW intend to join the ETFO Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"). Should ETFO-EW fail to reach agreement, consistent with the parameters contained herein, by January 15, 2016, the Parties to this LOA will meet to consider other options.

The Parties to this LOA agree to comply with the Trust's requirements. The provisions of the agreement between ETFO-EW and ETFO shall be reflected in the ETFO trust participation agreement. The provisions contained herein shall be applicable to ETFO-EW within the Trust.

The Participation Date for ETFO-EW shall be no earlier than September 1, 2016 and no later than August 31, 2017 and may vary by Board.

ETFO-EW shall be offered the same benefit plan as ETFO Teachers but shall be a separate division within the Trust and accounted for separately.

1.0.0 GOVERNANCE

- 1.1.0 The Parties confirm their intention to take necessary actions in accordance with the Trust agreement for any period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three-year period.

2.0.0 ELIGIBILITY and COVERAGE

- 2.1.0 The following ETFO-EW represented employees are eligible to receive benefits through this Trust:
 - 2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits in collective agreements.
 - 2.1.2 Retirees who were, and still are, members of a District School Board, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Board(s)” benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 2.1.4 No individuals who retire after the Board participation date are eligible.
- 2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 2.3.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 NEGOTIATED FUNDING AMOUNT, BOARD CONTRIBUTIONS

- 3.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 3.1.2 and 3.1.3 to the Trust Plan Administrator of the ELHT by the last day of each month from and after the Board’s Participation Date.
- 3.1.2 Upon the Board’s Participation Date:
 - i) For defined benefit plans, the Board shall provide to the Trust an amount of \$5,100 per FTE.
This funding excludes casual and term employee and retiree costs associated with 2.1.2 and 2.1.3.
 - ii) The FTE used to determine the Boards’ benefits contributions will be based on the boards’ FTE as of October 31st and March 31st of each year. Each Board’s total FTE shall be verified by the Local Bargaining Unit.
 - iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
 - iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board’s external auditors by May 15, 2016.

- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the ETFO-EW benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.
- 3.1.3 On the Participation Date, for defined contributions plans, the Board will contribute to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three conditions are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years, and
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums, then the in-year deficit in i) would be paid by the Board associated with the deficit. If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Boards.
- 3.1.4 Funding previously paid under 3.1.2 and 2.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 3.1.5 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and the ETFO Provincial Office.
- 3.1.6 With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- 3.1.7 The Trust shall determine employee co-pay, if any.
- 3.1.8 The Board shall be responsible for administering any existing Employee Assistance Programs (EAPs)/ Employee Family Assistance Programs and Long-Term Disability Plans, maintaining current Employer and employee co-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.).
- 3.1.9 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 3.1.10 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's

pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.

- 3.1.11 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- 3.1.12 All amounts determined in this Article 3 shall be subject to a due diligence review by the ETFO-EW. The School Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the ETFO-EW. If any amount cannot be agreed between the ETFO-EW and a School Board, the Parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

3.2.0 START-UP COSTS

- 3.2.1 The Government of Ontario will provide:
- i) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 3.2.2, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
 - ii) A one-time contribution to the Trust of 2.6% of annual benefit costs (estimated to be approximately \$181,000), as defined in 3.2.2, to cover start-up costs and/or reserves.
- 3.2.2 The one-time contributions in 3.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 3.2.3 The Crown shall pay \$80,000 of the start-up costs referred to in s. 3.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$80,000 subject to the maximum amount referred to in s. 3.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 3.2.1 (ii), shall be paid by the Crown on or before September 1, 2016. The funds shall be transferred as instructed by ETFO-EW in accordance with an agreed transfer payment and accountability contract.
- 3.2.4 On the day the Boards, commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 3.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.

- 3.2.6 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers’ and employees’ premium share.
- 3.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full-Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 3.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the Parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 3.2.11 The Trust shall retain rights to the data and the copy of the software systems.

4.0.0 PAYMENTS

- 4.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the ETFO-EW members must be provided to the Trust in accordance with the Letter of Agreement.

5.0.0 ENROLMENT

- 5.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within fifteen (15) to thirty (30) days from their acceptance of employment.
- 5.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

- 5.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first thirty (30) days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 5.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 5.5.0 Each Board shall provide updated work status in the HRIS file a minimum of two (2) weeks in advance of the leave or within the first fifteen (15) days following the start of the absence.

6.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 6.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 6.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 6.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any twelve (12) month period.
- 6.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon thirty (30) days written notice.

7.0.0 CLAIMS SUPPORT

- 7.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 7.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

8.0.0 PRIVACY

- 8.1.0 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 be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

APPENDIX A – HRIS FILE

Each Board may choose to provide to the Trustees of the ETFO ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the ETFO ELHT and the Employer representatives:

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and member life benefit coverage information.

ETFO EDUCATION WORKERS – PART B: LOCAL TERMS

ARTICLE 1 – Purpose

- 1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Board and its employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Board and its employees, to make provisions herein for wages, hours of work and working conditions, and to provide an orderly method of settling grievances under this Agreement, which may arise from time to time.

ARTICLE 2 – Recognition

- 2.01 The Protestant Separate School Board of the Town of Penetanguishene (the “Board”) recognizes the Elementary Teachers’ Federation of Ontario as the sole and exclusive bargaining agent of all employees of the Board employed at Burkevale Protestant Separate School in the Town of Penetanguishene, save and except supervisors, and those above the rank of supervisor, persons employed in a confidential capacity in matters relating to labour relations, those covered by any subsisting collective agreement and students employed during the school vacation period.

ARTICLE 3 – Management Rights

- 3.01 Save and except to the extent specifically modified or curtailed by any provision of this Collective Agreement, it is the exclusive function of the Board to manage its business and School and such functions shall include, but not be limited to, the following functions:
1. to maintain order, discipline and efficiency and set qualifications;
 2. to hire, retire, transfer, classify, assign, appoint, promote, layoff, recall and suspend, discharge or otherwise discipline employees subject to the right of permanent employees to grieve their discipline in accordance with the grievance procedure set out in this agreement;
 3. to issue and enforce from time to time such rules and regulations as the Board deems necessary to ensure successful operation of its business;
 4. to manage the Board, and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programmes, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations, and all other rights and responsibilities not specifically modified elsewhere in this agreement.

ARTICLE 4 – No Discrimination

- 4.01 The Board and the Union agree that there shall be no discrimination by either party with respect to any employee in accordance with the Human Rights Code, as amended, from time to time. The Board and the Union agree that there shall be equal treatment with respect to employment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity status, age, record of offences, marital status, family status, disability or by reason of membership or activity in the Union.

ARTICLE 5 – Definitions

- 5.01 TRANSFER shall mean a transfer to a position carrying the same rate of pay.
- 5.02 TEMPORARY EMPLOYEES are defined as employees hired for a specific term as defined in Article 6.
- 5.03 PERMANENT EMPLOYEES are defined as full-time or part-time employees who have completed the probationary period.
- 5.04 PART-TIME EMPLOYEES are defined as employees working less than full-time hours.
- 5.05 FULL-TIME EMPLOYEES are defined as employees working full-time hours.
- 5.06 DECE shall mean a Designated Early Childhood Educator who is registered with the College of Early Childhood Educators and who is assigned as staff to a Full-Day Kindergarten classroom, as required in the implementation of FDK.

ARTICLE 6 – Temporary Employees

- 6.01 Employees may be hired for a specific term not to exceed twelve (12) months to replace an employee who will be on an approved leave of absence, W.S.I.B., sick leave or to work on special projects for which the Board receives Government grants.
- 6.02 The employer will outline to the employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

ARTICLE 7 – Union Rights

- 7.01 The Employer will provide bulletin board space for the posting of Union notices.
- 7.02 The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement and the prevailing statutes.

- 7.03 The Board agrees not to penalize or discriminate against any employee for participating in the activities of the Union, including exercising any rights under this collective agreement or the applicable statutes of Ontario.
- 7.04 The Board shall provide each employee steward and the Principal with a copy of the current collective agreement in force between the Board and the Union within six (6) weeks of the signing of the collective agreement. The current agreement shall be placed on the Board's website.

ARTICLE 8 – Union Activity

- 8.01 The Union Rep will consult with the Supervisory Officer or Principal or designate when holding meetings on Board property outside of working hours.

ARTICLE 9 – No Strikes or Lockouts

- 9.01 The Board agrees that there shall be no lockout of employees and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be defined in the *Labour Relations Act* and the *Education Act*, as applicable.

ARTICLE 10 – Union Dues and Assessments

- 10.01 The Board shall deduct, for every pay period and for each employee, union dues and assessments. Dues and assessments shall be deducted in respect of all hours worked by an ETFO member for the Board in any capacity.
- 10.02 The Employer shall show the total amount of Union dues and assessment paid during the previous calendar year on the T4 slip of each employee.
- 10.03 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 10.04 In addition, the Employer agrees to provide a Union representative an opportunity to meet with new employees within the first three (3) weeks of employment to acquaint the new employees with the duties, responsibilities and rights of Union membership.
- 10.05 All employees shall, as a condition of employment, maintain membership in ETFO or join ETFO within thirty (30) calendar days after the signing of this agreement and remain in good standing.

- 10.06 Dues deducted in accordance with Clause 10.01 shall be forwarded to the General Secretary at 136 Isabella Street, Toronto, Ontario, M4Y 0B5 within thirty (30) days of the dues and assessments being deducted. Each remittance shall be accompanied by a list showing the name, address, Board email, FTE status, salary, dues deducted, member leave status (deferred/paid/pregnancy/parental/unpaid/WSIB or RECE #). The Board shall provide the information in electronic form in September and update the list as changes occur.

ARTICLE 11 – Sick Leave

11.01 Sick Leave Benefit Plan

The sick leave benefit plan will provide sick leave days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

- 11.02 After five (5) consecutive days absence, the Board, at the discretion of the Principal, may require a doctor's certificate. The Board shall be responsible for the cost of obtaining the medical certificate.

- 11.03 Absences due to the following shall be without loss or gain of salary and without loss of sick leave credits:

- a) compulsory quarantine;
- b) jury duty and subpoena;
- c) in the case of death in the immediate family, two (2) to five (5) days compassionate leave per family member at the discretion of the Board. Such leaves shall not be reasonably denied;
- d) unusual urgent reasons approved by the Supervisory Officer;
- e) recognized religious holy days (maximum 3 days);
- f) in the case of death of a non-immediate family member, one (1) day;
- g) educational examinations involved with the employee's professional qualifications (1 day per occasion);

- 11.04 On request of the employee and with the prior approval of the Supervisory Officer, where possible and reasonable, a maximum of five (5) days per school year may be used to cover the following absences of a special nature without loss of salary or deduction of sick leave:

- a) Serious accident or illness in the immediate family for sufficient time to alleviate the emergency condition;

- b) Medical or dental appointment in the immediate family;
- c) Bereavement leave as required by the particular circumstances;
- d) Attendance at birth of the employee's child;
- e) Convocation or graduation involving the employee, the employer's spouse (including common-law and same sex partners), child or parent. (1 day per occasion);
- f) Moving to a new place of residence (1 day per occasion);
- g) Travel needs associated with the adoption of a child. The time shall be sufficient for the member to fulfil any adoption requirements;
- h) Paternity leave as required by particular circumstances.
- i) Court dates involving custody of the members child or children

11.05 Three (3) personal days per school year may be used at the discretion of the employee. These days must be included in the maximum of five (5) days total outlined in section 11.04. This day is not to be used to extend vacation.

11.06 Absence Statement

A statement of remaining sick leave and supplemental absence credits as outlined in 11.04 shall be issued monthly to each employee. Errors or omissions, if any, are to be reported in writing to the Manager of Finance and Treasurer of the Board as soon as possible but no later than two (2) months after they have been discovered.

11.07 An employee who, due to a serious illness/injury certified by a qualified medical practitioner, has exhausted his/her sick leave credits will be granted an unpaid leave of absence by the Board.

11.08 Inclement Weather

If weather conditions make it impossible, in the opinion of the employee, to reach the school, the employee shall have two (2) absences without loss or gain of salary and without loss of sick leave credits. Any subsequent absences related to inclement weather shall be included in the maximum of five (5) days total as outlined in section 11.04. As soon as is reasonable and possible, the employee shall notify the Principal.

11.09 Fifth Disease

When a case of Fifth Disease in the school becomes known to the Principal, he or she shall notify the school staff. If a pregnant employee is advised by her physician not to attend the workplace where there is a known case of Fifth Disease, the employee may, with a doctor's note remain at home without loss or gain of salary

and without loss of sick leave credits.

In this case, the employee may remain at home without loss or gain of salary and without loss of sick leave credits until twenty (20) days have passed since the last reported case.

The employee may also be assigned to an alternative work location (Board Office) where there is no known case of Fifth Disease until twenty (20) days have passed since the last reported case

- 11.10 a) Where it is determined by the employees practitioner that the employee requires accommodation, the Board, in consultation with the Union and the employee, shall cooperatively develop an accommodation plan;
- b) The plan shall address working conditions, as they relate to accessibility and other factors, which may include accommodations, adaptive technologies, attitudinal barriers and adequate modifications;
- c) The plan shall include a schedule for formal reviews. A review shall also be conducted where the nature of the employee's disability(ies) change(s). Appropriate changes shall be made in accordance with each review as soon as possible;
- d) All reviews shall be conducted by the Board, in consultation with the Union.

ARTICLE 12 – Seniority

- 12.01 (a) Seniority is defined as the total accumulated regular paid hours in the bargaining unit and shall include service with the Protestant Separate School Board of the Town of Penetanguishene prior to the certification or recognition of the Union.

Seniority shall be calculated based on service as follows:

Full time employees working 10 months shall be credited with 1 year seniority for each school year worked;

Part time employees working half time shall be credited with 0.5 years seniority for each school year worked;

One month worked is equivalent to 0.1 years seniority; Seniority shall be pro-rated as per Article 12;

For clarification purposes 10 months of service is equivalent to 1 year seniority. The end date for seniority calculations is August 31st annually.

- (b) In the case of bumping and/or layoff, should seniority be equal between two or more employees, such ties will be determined by lot.

12.02 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid sick leave;
- (c) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (d) is on any period of W.S.I.B. benefit (up to a limit of twenty-four [24] months) as applicable;
- (e) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (f) is on any period of approved pregnancy, adoption, paternity or parental leave, as per the *Employment Standards Act*, up to 52 weeks.

12.03 Seniority will be maintained but not accrued if any employee:

- (a) is on an approved unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is laid off for less than twelve (12) months;
- (c) is on a maximum three (3) month trial period of an out of the bargaining unit position;
- (d) is on W.S.I.B. benefits in excess of twenty-four (24) months;
- (e) is promoted to a temporary out of the bargaining unit position of twelve (12) months or less

12.04 Probationary Employees

Newly hired employees shall serve a probationary period of three months worked and shall have no seniority rights during this period. Upon completion of the probationary period a new permanent employee shall have seniority calculated from the date of hire. The Board may extend the probationary period of an employee for an additional three (3) months with the agreement of ETFO.

ARTICLE 13 – Loss of Seniority

13.01 An employee loses all seniority and his/her employment with the Board shall terminate under the following conditions:

- a) The employee resigns;
- b) is discharged and not subsequently reinstated;

- c) is absent from work without an explanation, satisfactory to the Board, beyond the period of any leave of absence granted by the Board;
- d) is laid off for a period of twelve (12) months or more.

ARTICLE 14 – Layoff

- 14.01 A layoff is defined as a reduction in the hours of work or a reduction in the work force.
- 14.02 A permanent employee who is to be laid off will receive written notice of at least thirty (30) days prior to layoff.
- 14.03 Both parties recognize that job security should increase with length of service. Therefore, in the event of a layoff, permanent employees shall be laid off in the reverse order of seniority subject to ability and qualifications to perform the job.
- 14.04 A permanent employee shall be recalled in order of their seniority subject to ability and qualifications to perform the job.
- 14.05 In the event of layoffs of non-teaching employees, occurring during the school year due to the discontinuance of any job, an employee may displace a less senior employee provided that the employee has the ability and qualifications to perform the job or the employee may accept a layoff.

The then displaced non-teaching employee may displace the most junior non-teaching employee regardless of hours or accept a layoff provided that the employee has the ability and qualifications to perform the job.

ARTICLE 15 – Leave of Absence

15.01 Leaves for Union Business

Leaves under this article must be requested in writing to the Supervisory Officer at least two (2) weeks prior to the commencement of the leave.

15.02 Conventions/Conferences

Leave of absence without loss of seniority will be granted to not more than one employee at any one time, and such leaves of absence shall be confined to representing the union at union conventions or union conferences. The Union will reimburse the Board the full cost of wages and benefits for such release time.

15.03 Union Education Courses

Leave of absence, without pay and without loss of seniority, will be granted to a steward and or officer to attend union sponsored education courses during the working hours and all such leaves shall not total more than three (3) working days per school year (September 1, to June 30)

The Union will reimburse the Board the full cost of wages and benefits for such release time.

15.04 Wages/Benefits While On Union Leave

The Board agrees to pay, on behalf of the Union, to employees on approved leave of absence pursuant to Article 15, full wages and compensation for which they would otherwise be entitled under this Agreement and the Union agrees to reimburse the Board for the total monies paid on behalf of such employees.

15.05 Leaves without Pay for Other than Union Business

- (a) Leaves of absence without pay are provided with the approval of the Supervisory Officer.
- (b) Employees on unpaid leaves of absence, other than Union business, must pay one hundred percent (100%) of the benefit premiums for that portion of the approved leave of absence exceeding one (1) month.

15.06 Pregnancy/Parental/Adoption

- (a) An employee on a pregnancy/parental leave of absence will be maintained on the Board's benefit program as per the *Employment Standards Act* and will accumulate seniority for the statutory period of leave.
- (b) Leave of absence for such reasons shall be granted as per the *Employment Standards Act* as amended from time to time without loss of seniority or benefits.

At termination of such leave periods, the onus shall be on the employee to report, in writing, to the Supervisory Officer, readiness to resume duties. Upon the employees return from such leave, he/she will be returned to his/her original position or if the position has been eliminated then to a comparable job at the same wages and benefits as at the date of commencing this leave.

15.07 Jury Duty/Subpoena/Quarantine

- (a) When an employee is required to be absent because of jury duty, or as a witness in any court to which the employee has been summoned in any proceedings to which the employee is not a party or one of the persons charged, the employee shall be subject to neither loss of salary nor deduction from sick leave credit, provided that the employee pays to the Board any fees, exclusive of travelling allowances and living expenses, that the employee receives as a juror or as a witness.
- (b) When an employee is quarantined as determined by the Medical Officer of Health, the employee will be subject neither to loss of pay, seniority, nor deduction from sick leave credits.

15.08 Compassionate Leave

- (a) An employee may be granted up to two (2) days per year compassionate leave with pay and without loss of seniority if the request shows good and sufficient reason. Such request must be in writing, show the reason, commencement date and length of the proposed absence.
- (b) A leave of this nature will usually cover extraordinary circumstances, which, therefore, merit individual attention and is subject to the approval of the Supervisory Officer, or designate.

15.09 Public Office

An employee holding public office may be granted, as determined in consultation with the Supervisory Officer, relief from duty without pay and without loss of seniority during the employee's term of office.

15.10 School Board Business

Any absence relating to School Board business and approved by the Supervisory Officer or School Principal shall not be charged against the employee's sick leave credit.

15.11 Bereavement Leave

Covered in Articles 11.03 and 11.04.

15.12 School Closure

When a school or building is closed because of severe weather or health or safety reasons, all affected employees will be allowed necessary leave of absence without loss of pay until the school or building is reopened. The Board reserves the right to re-assign the affected employee(s) according to its needs.

15.13 Emergency Leave

Any member of this agreement may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the *Employment Standards Act*. Written application to the Supervisory Officer shall be made in advance whenever possible

ARTICLE 16 – Health and Welfare (grayed out)

- 16.01 All full-time permanent employees, except those who submit proof of coverage in writing to the Board, will automatically be enrolled in all benefits under this Collective Agreement following receipt of the completed paperwork.
- 16.02 Part-time permanent employees are eligible to participate in those benefits identified in Article 16. The Board will pay fifty percent (50%) of the cost of monthly premiums and the employee will pay fifty percent (50%).

- 16.03 The Ontario Health Insurance (OHIP) premiums are compulsory deductions. The Board shall pay one hundred percent (100%) of the premiums.
- 16.04 The Board will contribute one hundred percent (100%) of the monthly premiums for the Extended Health Benefit plan for eligible employees.
FAMILY PREMIUM (as provided in 2011)
SINGLE PREMIUM (as provided in 2011)
GROUP LIFE INSURANCE (as provided in 2011)

(The Board will continue to pay 100% of benefits for all Employees hired prior to September 1, 2011).

ARTICLE 17 – Grievance Procedure

- 17.01 A grievance shall be defined as any question, dispute, or difference of opinion involving interpretation, application, administration, or alleged violation of any term, provision or condition of this agreement, or conduct or actions not conforming to the *Teaching Profession Act* or the *Education Act*, including the question of whether a matter is arbitral. The parties agree to resolve all grievances as expeditiously as possible.
- 17.02 The time limits fixed for the grievance procedure under this Agreement may be extended or abridged upon the written consent of the Board and the Union.
- 17.03 One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Union.
- 17.04 Step 1 – Informal Stage
- (a) A member, who has a complaint relating to the interpretation, application, administration, or alleged violation of this Agreement, shall inform the Principal. Such a complaint shall be brought to the attention of the Principal stating the specific clauses allegedly being contravened and the remedy being sought. The Principal will inform the Supervisory Officer and shall convene a meeting with the grievor(s) within five (5) school days, and attempt to resolve the complaint informally. The Principal shall inform the grievor(s) of his/her decision within five (5) school days of the meeting. The member(s) may have the assistance of the Union Steward.
 - (b) If the grievor(s) is not satisfied with the decision of the Principal at the informal stage, the Union may lodge a grievance on behalf of the grievor(s), as provided herein.

17.05 Step 2

The Union shall submit the grievance in writing, setting out the facts of the grievance together with the provisions of the agreement claimed to have been violated and the proposed remedy. The grievance shall be submitted to the Supervisory Officer within fifteen (15) teaching days of the decision of the Principal at the informal stage. The Supervisory Officer shall meet with the Union representative(s) and the grievor(s) within ten (10) teaching days following receipt of the grievance. The Supervisory Officer shall investigate, hear and discuss the grievance with Union. Every effort shall be made by the parties to settle the dispute. Within ten (10) teaching days of the meeting, the Supervisory Officer shall forward his/her written decision, together with the reason(s) therefore, to the Union.

17.06 Step 3

Failing settlement as outlined in Article 17.05, the Union may, within ten (10) teaching days, submit the grievance to the Chair of the Board. The Chair shall investigate the grievance and, after consultation with the Board, forward its written decision within fifteen (15) days of receipt of the grievance together with the reason(s) therefore, to the Union.

17.07 Step 4

Failing settlement as outlined in Article 17.06, the Union may, within ten (10) teaching days of the receipt of the written decision provided therein, give the other party written notice of its desire to submit the grievance to final, binding arbitration. Whenever possible, the grievance shall be heard by a single arbitrator mutually agreed to by the parts. Should there be no agreement on a single arbitrator, the grievance shall be referred to an Arbitration Board. Each party shall be responsible for naming its nominee to the Arbitration Board. The nominees shall agree to an appropriate chair or request that one be appointed by the Ministry of Labour. The single Arbitrator or the Arbitration Board shall hear and determine the grievance and shall issue a decision. The decision shall be final and binding upon the parties.

17.08 The Arbitration Board shall not make any decision, which is inconsistent with any Statute or any Regulation made there under, or the provisions of this collective agreement, nor which serves to alter, modify or amend any part of this collective agreement.

ARTICLE 18 – Workplace Safety Insurance Board

18.01 A copy of an Employee's Report of Injury/Disease (WSIB Form 7) will be given to the employee.

18.02 When an employee is eligible for and receives approval of a claim by the Workplace Safety Insurance Board of Ontario he/she shall select one of the following options:

Option A

All Workplace Safety Insurance Board payments shall be remitted directly to the school Board.

Upon remittance to the Board by the employees, as provided in subparagraph (i), the employee shall then receive full pay from the Board.

The Board shall deduct the number of days from the employee's sick leave credits in proportion to the percentage of employee's salary paid by the Board pursuant to the subparagraph (ii).

If and when the employee's sick leave credits are exhausted, the employee shall only receive the Workplace Safety Insurance Board payment.

OR

Option B

The employee receives Workplace Safety Insurance Board payments directly without any supplement from the Board. The employee must give immediate notice in writing to the Board if he/she chooses this option.

ARTICLE 19 – Change of Carrier/Benefits (grayed out)

19.01 The Board may at any time substitute another carrier provided that the benefits are not decreased and provided that the Union has been given prior consultation.

19.02 When an employee covered by another Collective Agreement with the employer receives improvements in benefits covered in this Collective Agreement, the employer will increase the benefits in this Collective Agreement accordingly.

ARTICLE 20 – Health and Safety

- (a) The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees. The Board and ETFO agree to fulfil its obligations under the Occupational Health and Safety Act (OHSA) and all applicable legislation.
- (b) The Board recognizes that every employee has the right to work in an environment free from harassment, violence and threats of violence. The Board shall take every reasonable precaution for the protection of employees from harassment, violence or threats of violence.
- (c) No member shall be discharged, penalized or disciplined in any way for making a complaint relating to health and safety or for exercising their right to refuse unsafe work.

- (d) The Board shall ensure a certified employee is released up to one (1) day per month to complete their Health and Safety duties including but not limited to, conduct a worksite inspection, complete the appropriate inspection forms, meet with the site supervisor to discuss the inspection, follow up on any noted deficiencies, and/or complete any additional required paperwork.
- (e) Any member who is absent from work as a result from verified harassment related to the workplace, shall have any sick leave related to the issue be reinstated within the current school year.

ARTICLE 21 – Vacation Pays

- 21.01 Secretaries shall receive 20 days' vacation and shall use them while students are not in school.
- 21.02 The Head Custodian shall receive 25 days' vacation after 9 years.
- 21.03 The assistant custodian shall receive 15 days' vacation.
- 21.04 Educational Assistants will be paid 6% of annual salary for vacation pay. Vacation pay will be remitted on or before the first Friday in December of each year.
(Employees hired after September 1, 2011 will have a vacation entitlement of 4% of salary.)
- 21.05 A maximum of five (5) days may be carried over to the following school year upon request to the Supervisory Officer or designate. Requests for carry over must be submitted by August 15th of the current year. All approved carry over days must be used in the following school year. In extenuating circumstance, an employee may request through the Supervisory Officer, a payout of carry over days up to 5 days.

ARTICLE 22 – Paid Holidays

- 22.01 The following holidays shall be recognized and paid for by the Board at the regular rate of pay:

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

or days celebrated in lieu of such holidays and any other day proclaimed by Provincial, Federal or Municipal Government.

- 22.02 An employee will be entitled to holiday pay if the employee works the last scheduled working day before and the first scheduled working day after the holiday or works on such a holiday if the employee is scheduled to work. Provided, however, that an employee will not lose holiday pay if the employee is absent from work on such day due to illness, injury, W.S.I.B., approved leaves of absence or layoff.

ARTICLE 23 – Work Schedule, Lunch Time and Breaks

23.01 The schedule work day and work week for employees shall be:

- a) Educational Assistants – seven (7) hours per day to maximum of thirty five (35) hours per week.
- b) Designated Early Childhood Educators (DECE) – seven (7) hours per day to maximum of thirty five (35) hours per week.
- c) School Secretary – seven and a half (7.5) hours per day to maximum of thirty seven and a half (37.5) hours per week.
- d) Custodian – eight (8) hours per day to maximum of forty (40) hours per week.
- e) Part-time Custodian – five (5) hours per day to maximum of twenty five (25) hours per week.

23.02 A full-time employee is entitled to a 30 minute lunch break and two 15 minute breaks that is included in the 23.01.

23.03 Employees working half days or less are entitled to a 15 minute break.

ARTICLE 24 – Staff Meetings

24.01 Effective September 1, 2012 the parties agree that Educational Assistants and DECEs shall attend monthly staff meetings at their work location as part of their assigned duties. Should an Educational Assistant or a DECE not be able to attend a meeting, it is expected that they will discuss the matter with the Principal in advance.

ARTICLE 25 – Overtime

25.01 Overtime, at the rate one and one half (1.5x) of the employee's regular straight time rate of pay will be paid for work performed in excess of 40 hours per week or for work performed on Saturdays.

25.02 Overtime, at the rate of two times (2x) the employee's regular straight time rate of pay, will be paid for work performed on Sundays and on the holidays referred to in this Collective Agreement.

25.03 The employees shall have the right to request payment in money or lieu time as set out in this Collective Agreement.

25.04 An Educational Assistant or DECE who is asked to attend a school field trip excluding overnight field trips, will be paid at the overtime rate of pay for any hours on the field trip that extend beyond his/her regular hours of work, excluding lunch and breaks. If the Educational Assistant or DECE is unable to take an uninterrupted lunch or break period for safety reasons, such time will be paid at the overtime rate.

- 25.05 When a Principal determines that the attendance of an Educational Assistant or DECE is essential to allow a student to participate in an overnight field trip, he/she shall be paid six hours at straight time in addition to his/her regular hours of work, for each day that involves an overnight stay.
- 25.06 Upon authorization from the Principal, DECEs who participate in activities (e.g. parent conferences) over the maximum 35 hours per week up to and including 40 hours in a week will be paid at the employee's regular straight time rate of pay. Any hours over 40 hours per week shall be paid as per Article 25.01.
- 25.07 Educational Assistants and DECE's who attend staff meetings will be paid at the regular straight time rate of pay up to and including 40 hours in a week. Any hours over 40 hours per week shall be paid as per Article 25.01.
- 25.08 All employees noted in Section 25 shall have the right to request payment in money or time in lieu as set out in this Collective Agreement. Any time in lieu must be used within the current school year unless by mutual agreement between the Supervisory Officer and the employee.
- 25.09 All overtime work required and known previously to be completed shall be approved through the Principal and designate.

ARTICLE 26 – Correspondence

- 26.01 All correspondence between the Board and the Local union arising out of this agreement or incidental there to, shall pass to and from the Supervisory Officer, to the President of the Local with copies to ETFO.
- 26.02 It shall be the duty of the employee to notify the Board promptly, in writing, of any change of address. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail to the address of the employee which appears on the Board's payroll records shall be conclusively deemed to have been received by the employee.

ARTICLE 27 – Term of Agreement

- 27.01 This agreement shall become effective on September 1, 2014 and to expire August 31, 2017. The agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing of not more than ninety (90) days and not less than thirty (30) days from the termination date of their desire to amend or terminate it. Changes may be made in this agreement by mutual agreement at any time during the existence of this agreement.

ARTICLE 28 – Wage Rates

Effective September 1, 2019 Hourly Rates are: (1% adjustment to the salary grids and wage schedules and to positions of responsibility allowances)

Educational Assistants \$24.07

Custodians \$25.28
Assistant Custodian \$20.77
Secretary \$26.47
Designated Early Childhood Educators (DECE)

- Year 0 \$21.76,
- Year 1 \$23.41,
- Year 2 \$25.10,
- Year 3 \$26.77,
- Year 4 + \$28.44

Supply EA/DECE \$21.43

Effective September 1, 2020: (1% adjustment to the salary grids and wage schedules and to positions of responsibility allowances)

Educational Assistants \$24.31
Custodians \$25.53
Assistant Custodian \$20.98
Secretary \$26.74
Designated Early Childhood Educators (DECE)

- Year 0 \$21.97,
- Year 1 \$23.65,
- Year 2 \$25.35,
- Year 3, \$27.03,
- Year 4 + \$ 28.73

Supply EA/DECE \$21.65

Effective September 1, 2021: (1% adjustment to the salary grids and wage schedules, and to positions of responsibility allowances)

Educational Assistants \$24.55
Custodians \$25.79
Assistant Custodian \$21.19
Secretary \$27.00
Designated Early Childhood Educators (DECE)

- Year 0 \$22.19,
- Year 1 \$23.88,
- Year 2 \$ 25.60,
- Year 3 \$27.30,
- Year 4 + \$29.01

Supply EA/DECE \$21.86

ARTICLE 29 – Pension Plan

29.01 All permanent full-time employees covered under this Collective Agreement must, as a condition of employment enrol in the Ontario Municipal Employees Retirement Plan (OMERS).

29.02 All permanent part-time employees shall be offered the opportunity to join OMERS after the qualification period.

29.03 Each employee covered under this agreement shall contribute to the plan based on formula established by the appropriate pension plan. The Board shall contribute an amount as per the appropriate plan.

ARTICLE 30 – Performance Appraisals

30.01 Only the Supervisory Officer or the Principal, as the Supervisory Officer's designate, shall evaluate a competence. No member of the Union shall be required or requested to evaluate an employee's competence.

a) The sole purpose of a performance appraisal shall be to provide for continued professional growth of the member in order to improve instruction, member effectiveness and the learning environment.

b) By the 20th Day of a new school year the Board shall disclose to the Union, the names, if any, of the members who are designated to participate in the performance appraisal process in that school year.

c) The Board shall make every reasonable effort to ensure that all observations associated with a Performance Appraisal be concluded by May 31st.

d) Should a performance appraisal result in an unsatisfactory, the Principal shall inform the Union of the rating prior to meeting the Employee. The Principal shall discuss the rating with the affected Employee in the presence of the Union representative.

30.02 In the absence of legislation, the parties agree in principle to consult in the development of a performance appraisal process.

ARTICLE 31 – Medical Procedures

31.01 The Board shall not require any DECE to administer or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the DECE to risk of injury, disease or negligence.

31.02 The Board shall use appropriately trained EAs to perform any of the functions outlined in Article 31.01, provided the procedure is part of the student's Individual Education Plan and documented.

ARTICLE 32 – Call in Procedure

32.01 When an employee is called in from home to report to work prior to the next scheduled starting time, the employee shall receive a minimum of three (3) hours pay at the appropriate overtime rate.

ARTICLE 33 – Clothing Allowances

- 33.01 The Board shall provide an annual allowance of \$600.00 for the Custodian, and \$400.00 for the Assistant Custodian (September 1 to August 31) to be paid by cheque in September for the purchase of items required/necessary for the carrying out of custodial duties. These include, but are not limited to, approved uniform wear (logo included), winter clothing, CSA approved work boots, etc. Receipts for purchases will be submitted to the Board annually.

Effective September 1, 2019 Clothing Allowances are:

\$630.59 for the Custodian; \$420.39 for the Assistant Custodian

Effective September 1, 2020 Clothing Allowances are:

\$636.90 for the Custodian; \$424.60 for the Assistant Custodian

Effective September 1, 2021 Clothing Allowances are:

\$643.21 for the Custodian; \$428.84 for the Assistant Custodian

- 33.02 The Board shall provide one pair of coveralls for use by a custodian who regularly performs maintenance.
- 33.03 Any damaged items that need to be replaced mid-year will be inspected with due regard for health and safety, and a replacement will be considered and shall not be unreasonably denied.

ARTICLE 34 – Custodial Responsibilities

- a) The Custodian shall be allocated 8 hours per day at his/her regular straight time rate of pay to complete both custodial and additional worksite duties. Additional hours shall be paid as per 25.01.
- b) The Assistant Custodian shall be allocated a minimum of 5 hours a day at his/her regular straight time rate of pay to complete custodial duties. Hours in excess of 40 hours per week shall be paid as per Article 25.01
- c) The practice with regard to overtime and lieu time in place on September 1, 2015 used to access to additional hours for the completion of custodial and/or additional worksite duties shall continue.
- d) The hours during holiday periods like Christmas vacation, March Break, and July and August that are above those listed in 34.00 (a) and (b) above shall be offered to custodial staff in order of seniority before these additional hours are offered to individuals from outside the bargaining unit.

- e) Should there be an increase in the size of the physical plant and/or should there be a desire to assign additional responsibilities to the custodian or assistant custodian, the Parties shall meet to negotiate the additional responsibilities and/or increase in hours. If the Parties are unable to reach an agreement, then the matter shall be referred to an arbitrator agreed upon by the Parties for a final decision.

ARTICLE 35 – Personnel Records

- (a) An employee may request access to his/her Board Personnel File by making a written request to the Supervisory Officer. The file may only be viewed at the Board office in the presence of the Supervisory Officer or designate. The only recognized non-medical Personnel File for an employee shall be maintained by the Supervisory Officer of the Board.
- (b) A disciplinary report may be removed from an employee's file at the discretion of the Supervisory Officer.
- (c) All documents of a disciplinary nature to be placed in an employee's personnel file shall have a space for the employee's signature. The signature shall be deemed to be an acknowledgement of receipt only. Employees will be provided copies of such documents, when issued.
- (d) After (3) years since date of issue, an employee may request that a disciplinary report contained in an employee's personnel file be removed from the file. Such requests shall not be unreasonably denied provided that there is no other disciplinary action during that period of time. In the event that a request to remove disciplinary material is denied, the Union may appeal the decision by filing a grievance.
- (e) Notwithstanding the above, documents for which there is a statutory requirement for retention shall not be removed. Performance appraisals and supporting documentation are not disciplinary and are not subject to removal.
- (f) Where an employee authorizes in writing that the Union may have access to her/his personnel file, the Board shall provide such access, at the Board office in the presence of the Supervisory Officer or designate, as well as copies of materials contained therein, if also authorized and requested.

LETTER OF UNDERSTANDING

BETWEEN

**The Elementary Teachers' Federation of
Ontario (the "Federation")**

AND

**The Protestant Separate School Board of the Town of
Penetanguishene (the "Board")**

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The parties agree to strike a committee to discuss performance appraisals;
2. The committee shall be made up of up to three (3) representatives of the Board and up to three (3) representatives of the Union;
3. The committee shall meet no later than June 1, 2016;
4. The committee's discussions shall be without prejudice; and
5. No modifications to the collective agreement shall be implemented without the mutual consent of the parties.

Signed this ____ day of _____, 2021.

For The Protestant Separate School Board of the Town of Penetanguishene:

_____ Board Chair

_____ Supervisory Officer

_____ Manager of Finance and Treasurer

For the Elementary Teachers' Federation of Ontario:

_____ ETFO Deputy Secretary

_____ Provincial ETFO Representative

_____ Local ETFO Representative