

Collective Agreement Between



The Elementary Teachers Federation of Ontario
Keewatin Patricia Designated Early Childhood Education Assistants

And



The Keewatin-Patricia District School Board
(Hereinafter called the “Employer” or “Board”)

**September 1, 2019
To
August 31, 2022**

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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 STDLP.
- 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.

PART B – LOCAL TERMS

L1.00 SCOPE AND RECOGNITION

L1.01 The employer recognizes the Elementary Teachers' Federation of Ontario (ETFO) as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of all Designated Early Childhood Educators (D.E.C.E.'s), save and except Supervisors and Casual Employees.

L1.02 No person covered by a Teacher collective agreement shall be covered by this agreement. However, a person who is covered by a teacher collective agreement in respect of part-time employment with the Board and who is also employed by the Board as a D.E.C.E. shall be covered by this agreement in respect to such employment as a D.E.C.E.

L1.03 No D.E.C.E. shall be required or permitted to make a written or verbal agreement with the Board or its representatives which conflicts with this collective agreement.

L2.00 PURPOSE

It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.

L3.00 AMENDMENTS

Any amendment(s) to, addition(s) to, deletion(s) from, this agreement shall be made in writing, upon mutual consent of the Parties, and any such amendment(s), addition(s), or deletion(s), shall have effect from such date as shall be mutually agreed upon.

L4.00 DEFINITIONS

- a) "Designated Early Childhood Educator (D.E.C.E.)" shall mean Designated Early Childhood Educator, save and except casual employees, employed by the Keewatin-Patricia District School Board and registered with the College of Early Childhood Educators.
- b) "Board/Employer" shall mean the Keewatin-Patricia District School Board.
- c) "Union" shall mean the Elementary Teachers' Federation of Ontario.
- d) "Day" unless otherwise indicated, shall mean a school or a working day.
- e) "Bargaining Unit" shall mean the ETFO local unit of D.E.C.E.s employed by the Board.
- f) "Instructional Day" shall be as defined by the Education Act.

L5.00 UNION DUES AND ASSESSMENTS

- L5.01** The Board shall deduct, for every pay period and for each D.E.C.E., 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.
- L5.02** The Employer shall show the total amount of Union dues and assessment paid during the previous calendar year on the T4 slip of each D.E.C.E.
- L5.03** The Employer agrees to acquaint new D.E.C.E.s 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.
- L5.04** The Board shall advise all new employees that a Collective Agreement is in effect and include a copy of the Collective Agreement in their hiring package.
- L5.05** In addition, the Employer agrees to provide a Union representative an opportunity to meet with new D.E.C.E.s to acquaint the new D.E.C.E.s with the duties, responsibilities and rights of Union membership.
- L5.06** All D.E.C.E.s 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 members in good standing. All new D.E.C.E.s shall, as a condition of employment, join ETFO within thirty (30) calendar days and remain members in good standing.
- L5.07** Dues deducted in accordance with L5.01 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.
- L5.08** First and all subsequent remittances pursuant to this agreement and the first remittance in September of each year shall be accompanied by a list showing names, addresses, wages earned, dues and assessments deducted, Board Email, Ministry Identification Number (MIDENT), FTE Status, CECE number. In addition to providing a written copy of this information, the Board shall provide the information in electronic form. A copy of the dues and assessments list shall be forwarded to the Local at the same time.

L6.00 JUST CAUSE

- L6.01** No D.E.C.E. shall be disciplined or discharged without just and sufficient cause and such cause shall be communicated by email to the employee within seven (7) calendar days with a copy to the Union at the same time.
- L6.02** Prior to the imposition of any discipline, there shall be a meeting between the D.E.C.E. and the Board representative to discuss the matter. The Board representative will advise the D.E.C.E. about the nature of the meeting prior to the meeting. The D.E.C.E. shall have a Union representative at the meeting.

L7.00 RIGHTS AND RESPONSIBILITIES

L7.01 The Board agrees to abide by the *Labour Relations Act*, the *Education Act*, the *Employment Standards Act*, the *Human Rights Code*, the *Occupational Health and Safety Act*, and any other statutes governing education and employment in Ontario, and all regulations thereunder.

L7.02 Reasonable Exercise of Rights

- a) 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.
- b) The Union acknowledges that it is the exclusive function of the Board to maintain order, discipline and efficiency; administer and manage all affairs of the Board; hire discharge, direct, transfer, classify, promote, demote or discipline employees providing any claims that the Board has exercised the above rights in a manner inconsistent with the terms of this Agreement may be the basis of a grievance.

L7.03 No Penalty

The Board agrees not to penalize or discriminate against any D.E.C.E. for participating in the activities of the Union or seeking assistance from the Union, including exercising any rights under this collective agreement and the prevailing statutes of Ontario.

L7.04 No Discrimination

The Board and the D.E.C.E.s agree that there shall be equal treatment 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 (including pregnancy and breastfeeding), sexual orientation, gender identity, gender expression, gender transition status, age, marital status, family status, or disability, or because of participation in the activities of, or membership in, the Union.

L7.05 Strikes and Lockouts

The Board agrees that there shall be no lockout of D.E.C.E.s and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the *School Boards' Collective Bargaining Act (2014)* and the *Labour Relations Act*.

Where an employee feels that his/her safety is jeopardized by crossing the picket line of another bargaining unit, the employee shall contact the Director of Education or designate, who in turn will provide for the safety of the employee in reporting for work.

L8.00 GRIEVANCE AND ARBITRATION PROCESS

L8.01 Definitions and general procedure

- a) Grievance – a grievance shall be defined as any dispute arising from the interpretation, application, administration or alleged contravention of this agreement, including any questions as to whether the matter is arbitrable.

- b) Statement of Grievance – The Statement of Grievance must be in writing and contain the following:
- i) A description of how the alleged dispute is in violation of the agreement including the identification by specific reference to all provisions of the agreement alleged to be violated, if applicable, and
 - ii) A statement of the fact to support such grievance, and
 - iii) The relief sought, and
 - iv) The signature of the duly authorized official of the party making the grievance.
- c) Parties – for the purposes of this procedure shall mean:
- i) The Keewatin-Patricia District School Board, and
 - ii) The Union
- d) The parties recognize that each party may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance and/or arbitration procedure.
- e) The time limits specified in the grievance procedure may be extended by mutual agreement, in writing, between the parties following the initiation of the grievance. One or more steps in the grievance procedure may be omitted for a particular grievance with the written consent of the Parties.
- f) Receipt of notification shall be deemed to be the sent date of the e-mail to the party concerned.
- g) If the grievor fails to adhere to the time limits, the grievance shall be deemed to have been abandoned. If both Parties to the grievance fail to adhere to the time limits, the grievance shall be deemed to have been abandoned. If the party against whom the grievance has been lodged fails to adhere to the time limits, the grievance shall advance to the next step of the procedure.
- h) A grievance may be lodged by the Board beginning at arbitration if the dispute is not resolved by informal discussion between the Parties.
- i) The grievance may be withdrawn at any time by the party submitting the grievance giving written notification to the other party.
- j) All grievance correspondence from the Union shall be submitted to the Director or designate through the office of the Human Resources Manager.

L8.02 Step 1 – Informal Procedure

If a DECE claims to have a complaint, the DECE and/or his/her representative shall discuss the complaint with the individual whose action gave rise to the complaint and the Director of Education, or designate, through the office of the Human Resources Manager, within fifteen (15) days of the facts giving rise to the occurrence. An attempt shall be made to resolve the complaint informally

If the complaint is not resolved informally, the issue shall proceed to Step 2, unless withdrawn by the grievor.

L8.03 Step 2 - Director of Education

The Union shall submit a Statement of Grievance to the Director of Education or designate, within ten (10) days of the failure to resolve the issue informally.

The Director of Education, or designate shall forward his/her written decision to the grievor(s) within ten (10) days of receipt of the Statement of Grievance.

The Board may initiate a formal, written grievance with Union, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The Union may initiate a formal written grievance with the Director of Education, or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

L8.04 Arbitration

a) If a grievance is not resolved through the grievance procedure above, the party desiring arbitration shall notify the other party, in writing, within ten (10) days of the date of the Board's Step 2 response of its desire to submit the difference or allegation to arbitration. Every attempt shall be made within ten (10) days to obtain an arbitrator that is acceptable to both Parties to act as a single arbitrator. If, however, this cannot be done, then each party shall have ten (10) days to name its appointee to the Arbitration Board. Where two appointees are so selected, they shall within ten (10) days of their appointments, appoint a third person who shall be chair. If either party fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within ten (10) days, either party may request the appointment of an arbitrator by the Ministry of Labour. The single Arbitrator of the Arbitration Board, as the case may be, shall hear pertinent representation by the Parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the Parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board, as the case may be, shall not by his or its discretion add to, delete from, modify or otherwise amend the provisions of the agreement.

b) Should the arbitrator of a grievance or the Board require that an involved employee and/or Union representative be released from regular duties, the employee who is required to be in attendance at the arbitration procedure shall be released without loss of salary, benefits, seniority or Federation release time, which would have been accrued by the member had such release time not been required.

c) Powers of the Board of Arbitration

An Arbitrator or an Arbitration Board, as the case may be, has the powers under the Labour Relations Act, and in addition, has the power:

i) To extend the time for taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion considers it proper to do so;

ii) To grant such interim orders, including interim relief, as the arbitrator, or Arbitration Board considers proper, including interim reinstatement; and

iii) To enforce a written settlement of grievance.

d) Decision of a Board of Arbitration

An Arbitration Board shall give a decision within sixty (60) calendar days after the hearing on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties.

e) Expenses of the Arbitrator or Board of Arbitration

Both Parties agree to pay one half (1/2) of the fees and expenses of a single arbitrator, or the fees and expenses of the Parties' respective appointees and one half (1/2) of the fees and expenses of the Chair of the Arbitration Board.

L8.05 Discharge Grievance

Where a DECE has received termination notice, the DECE may file the grievance at Step 2 within ten (10) days of written notice of termination.

L8.06 Policy Grievance

The Union and the Board shall have the right to file a Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A Policy Grievance shall be presented at Step 2 to the Union or the Director of Education.

L8.07 Grievance Mediation

Nothing in this article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

L8.08 Attendance at Grievance Meetings

The Grievor's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. Representation at the meeting shall be limited to one Union representative from the geographic area where the meeting occurs and shall be without loss of pay or any other entitlement. Such representation may be mutually altered by the Parties under special circumstances.

This clause does not apply to the arbitration process.

L9.00 NEW POSTINGS AND VACANCIES

A "vacancy" under this article means a D.E.C.E. assignment covered by this collective agreement that is unoccupied because:

- a) The incumbent has been transferred, promoted, or has resigned;
- b) The incumbent has died;
- c) A new position has been created.

L10.00 POSTING OF POSITIONS

- a) The board shall post D.E.C.E. positions for five (5) days. A copy shall be sent to the Union.
- b) Vacancies shall not be posted and/or advertised externally until the completion of the surplus and recall procedure outlined in L29.00. Remaining vacancies shall be posted within 5 school days following completion of the surplus and recall procedures.
- c) All postings shall include the title of the position, qualifications, the school and effective date.
- d) Any D.E.C.E. covered by this agreement may apply for any vacancy for which he/she is qualified.

L11.00 PROBATIONARY PERIOD

All D.E.C.E.s will serve a probationary period of six (6) months before being considered permanent members of staff. Such six month period shall be full time equivalent for D.E.C.E.s working less than full time.

L12.00 EVALUATION

- a) Only Supervisory Officers and Elementary Principals and Vice Principals shall evaluate a D.E.C.E.s competence.
- b) All D.E.C.E.s who are scheduled for a performance appraisal shall be informed of this by September 30th of each school year.
- c) The cycle for evaluation shall be five (5) years.
- d) Should an administrator schedule an out of cycle D.E.C.E. performance appraisal the bargaining unit president, or designate, shall be advised of the reason for this appraisal prior to it commencing.
- e) The Board shall notify the President of the Union, or designate, within three (3) working days, where possible, when a D.E.C.E. receives an unsatisfactory rating.

L13.00 PERSONNEL FILES

L13.01 The Board agrees to abide by the provisions of the *Freedom of Information and Protection of Privacy Act*, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.

L13.02 Personnel files regarding performance or contractual status issues will be maintained in a secure manner within Human Resources.

L13.03 A D.E.C.E. shall be entitled, upon written request, to view their personnel file, in the presence of the Human Resources Manager or designate, and to receive copies therein.

- L13.04** Where a D.E.C.E. authorizes in writing access to her/his personnel file by the Local President or designate, the Board shall provide such access, in the presence of the Human Resources Manager or designate, as well as copies of materials contained therein, if also authorized and requested.
- L13.05** D.E.C.E.s shall be sent copies of any materials placed in their personnel file within five (5) days of the materials being filed, with the exception of materials that originate from the D.E.C.E.
- L13.06** The signature of a D.E.C.E. on any document respecting the performance or conduct of that D.E.C.E. shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L13.07** A D.E.C.E. has the right to challenge, in writing, the accuracy or completeness of information referred to in L13.05 and L13.06. The D.E.C.E.'s written submission shall become part of the file. Where a written document is revised as a result of the D.E.C.E.'s submission, the Board shall provide copies to individuals that were in receipt of the original document(s).
- L13.08** After two years, a D.E.C.E. may make a written request to the Director or designate through the Human Resources Office that a written warning or disciplinary material be removed from his/her personnel file. Should there be no reoccurrences of the actions giving rise to the written warning or discipline material, it shall be removed. Records of disciplinary actions pertaining to sexual or physical misconduct affecting the safety of students and/or staff will remain in the file.
- L13.09** In accordance with current board procedure, the Board shall ensure that all medical information is stored in a secure location.

L14.00 SALARY

- L14.01** D.E.C.E.s are to be paid biweekly. All D.E.C.E.s shall be paid by direct deposit to his/her bank account.
- L14.02** The hourly rate of pay for permanent full-time or part-time qualified D.E.C.E.s will be in accordance with the following grids:

Effective August 31, 2019

0 Years of Experience	\$21.23
1 Year of Experience	\$22.85
2 Years of Experience	\$24.48
3 Years of Experience	\$26.11
4 Years of Experience	\$27.74

Effective September 1, 2019

0 Years of Experience	\$21.44
1 Year of Experience	\$23.08
2 Years of Experience	\$24.73
3 Years of Experience	\$26.37
4 Years of Experience	\$28.02

Effective September 1, 2020

0 Years of Experience	\$21.65
1 Year of Experience	\$23.31
2 Years of Experience	\$24.98
3 Years of Experience	\$26.63
4 Years of Experience	\$28.30

Effective September 1, 2021

0 Years of Experience	\$21.87
1 Year of Experience	\$23.54
2 Years of Experience	\$25.23
3 Years of Experience	\$26.90
4 Years of Experience	\$28.58

L14.03 Qualified means a member in good standing with the College of Early Childhood Educators.

L14.04 Grid step increases will be annual, at the beginning of each school year, and on the same effective date of the grid. The intent of this language is to provide one consistent date for annual grid step increases and new grid implementation. Advancement on the grid shall occur where the previous year of service is greater than or equal to five months.

L14.05 Retroactive salary to the date of commencement of employment will be paid providing proof of previous experience is received by the Manager of Human Resources within two months of the date of hire. Any experience information provided beyond this date will be applied upon the date of receipt.

L15.00 HOURS OF WORK

L15.01 The position of D.E.C.E has a 32.5 hour work week. This shall normally be 6.5 hours per day Monday through Friday.

L15.02 a) A full-time D.E.C.E. shall receive a break with pay of fifteen (15) minutes in each half of the workday outside of the student instructional day.

The timing of the breaks shall be determined by mutual agreement of the DECE and the principal. The two fifteen (15) minute breaks may be combined and scheduled into one thirty (30) minute break. Alternatively, one fifteen (15) minute may be scheduled consecutively with the members lunch break and as such may encroach five (5) minutes into instructional time.

b) Each D.E.C.E. shall be entitled each day to a scheduled minimum period of thirty (30) consecutive minutes for an unpaid lunch break free from supervisory or other duties.

c) Lunch will be scheduled outside of the instructional day for students.

L15.03 It is understood that D.E.C.E.s shall be provided with 20 minutes per day for professional activities related to the Early Learning Program, during the time for which D.E.C.E.s are paid, outside of the 300 minute instructional day where D.E.C.E.s are not on scheduled breaks or engaged in supervision.

L16.00 WORK YEAR

The Board shall ensure that the submission of Records of Employment to Service Canada on behalf of D.E.C.E. members is completed within 5 calendar days of the last pay date.

L17.00 PENSION PLAN

- a) All employees shall be covered by Ontario Municipal Employees' Retirement System in accordance with the terms of that plan except for members who are qualified teachers who fall under the Teachers' Pension Plan.
- b) Each Employee shall contribute to the plan based on the formula established by the OMERS. The Board shall contribute an amount as per the OMERS regulations.

L18.00 EMPLOYEE BENEFITS

- a) See C5.00 Provincial Benefits Plan.
- b) It shall be a condition of employment of all D.E.C.E.s to participate in the long-term disability program. This program shall be administered by the Board and financed entirely by employee contributions.

L19.00 OVERTIME WORK

- a) D.E.C.E.s will be compensated at straight time only for additional hours worked in relation to school scheduled activities that they are required to attend. These activities include: Meet the Teacher Events, Parent Teacher Interviews, FDELKP Assessments, Parent Meetings that take place before school commences.
- b) Overtime is defined as any hours in excess of 35 hours per week.
- c) Approval of the immediate supervisor is required before overtime work will be recognized.
- d) Authorized overtime may, as mutually agreed to, be either paid at a rate of time and one half or the D.E.C.E. may take time off equal to the overtime rate in lieu of payment. Where a D.E.C.E. elects time off, such time shall be taken at a mutually agreed to time.

L20.00 PAID TIME OFF

L20.01 Vacation Pay

The following schedule shall apply to full-time 10-month employees covered by this policy:

In the first year of continuous service	Four (4) percent
In the third year of continuous service	Six (6) percent
In the tenth year of continuous service	Eight (8) percent
In the fifteenth year of continuous service	Ten (10) percent

Supplementary Vacation Pay

D.E.C.E.s having twenty (20) years or more of unbroken service with the Keewatin-Patricia District School Board shall be entitled, in addition to their regular vacation pay, the equivalent in pay equal to one additional day vacation per complete year of service in excess of twenty years, to a maximum of ten (10) days.

L20.02 Holidays

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

In the event that any holiday identified above should fall on a Saturday or Sunday that an alternate day will be granted in lieu.

L21.00 LEAVES

L21.01 Jury Duty

D.E.C.E.s required to attend jury roll call, serve on a jury or act as a crown witness, shall be paid their regular salary for any days of required absence, unless the employee is a party to the proceeding in which case leave may be granted but will be unpaid.

L21.02 Pregnancy Leave (also see Part A Article C.8.3)

- a) The Board shall grant to an employee a pregnancy leave in accordance with the *Employment Standards Act, R.S.O., 1990*. Copies of the pertinent section are available from Human Resources upon request.
- b) The Employer shall provide for permanent and long-term occasional employees a SEB plan to top up their E.I. Benefits. The employee who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- c) Employees not eligible for employment insurance 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.
- d) Employees filling a long-term assignment shall be entitled to the benefits outlined in b) above, with the length of the SEB benefit limited by the term of the assignment.
- e) 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.
- f) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- g) 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.
- h) Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

L21.03 Parental Leave

The Board shall grant to an employee a parental leave in accordance with the *Employment Standards Act* RSO 1990. Copies of the pertinent sections are available from the Human Resources upon request.

L21.04 Bereavement Leave

D.E.C.E.s are allowed a leave, with pay, of up to five working days, in the event a death of a member of the immediate family. Immediate family includes employee's spouse, parents, children, brothers, sisters, parent-in-law, grandparents, grandparents-in-law, grandchildren, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law, legal guardians and common-law or same sex partners with whom the employee resides. The definition of family includes members of a stepfamily or blended family.

Compassionate Funeral

One additional day of paid leave shall be granted to attend the funeral of others with whom the employee has a close attachment.

L21.05 Compassionate Leave

D.E.C.E.s are eligible for up to five (5) consecutive days of compassionate leave in the event of serious illness or injury to a member of the D.E.C.E.'s immediate family without loss of regular pay per event, to be granted at the discretion of the direct supervisor, per the appropriate procedure. For the purpose of compassionate leave, immediate family (step family or blended family) includes D.E.C.E.'s spouse, parents, children, legal guardians and common-law or same sex partner with whom the employee resides.

L21.06 Extension of Paid Leaves

An extension of a paid leave (as identified above) may be granted at the discretion of the Director of Education, or designate

L21.07 Leaves of Absence Unpaid

Unpaid leaves of absence of up to ten (10) days may be granted at the discretion of the direct supervisor. Leaves beyond ten (10) days in duration may be granted at the discretion of the Director of Education, or designate.

D.E.C.E.s on leave of absence may be eligible to continue participation in group benefit plans. If the leave of absence is without pay and extends beyond four consecutive weeks, the employee on leave shall prepay any benefit premiums provided the plan allows continued participation.

L21.08 Leave of Absence For Illness of Children

Where no one at home other than the employee can provide for the needs during illness of an employee's child, an employee shall be entitled, after notifying their immediate supervisor, to use up to four (4) days per calendar year to care for the child who is ill.

L22.00 TERMINATION OF EMPLOYMENT BY BOARD

In the event of termination of employment for cause, an employee shall only receive entitlement as required by the *Employment Standards Act, R.S.O., 1990*. Copies of the pertinent sections are available from Human Resources upon request.

In the event that employment of an employee is terminated because of redundancy, the employee shall be paid, as required, by the *Employment Standards Act, R.S.O., 1990*. Copies of the pertinent sections are available from Human Resources upon request.

L23.00 RESIGNATION/RETIREMENT

Where a D.E.C.E. intends to resign/retire from his/her position, the D.E.C.E. shall provide at least one (1) month's written notice of their resignation. Requests to provide a shorter notification period may be approved.

L24.00 SICK LEAVE (see also Part A Article C.7)

- a) The Director of Education or designate shall keep a register in which shall be entered the credits, the top up bank and the deductions therefrom.
- b) If the Board requires the submission of a medical certificates for confirmation of illness or injury, such costs shall be the responsibility of the Board.

L25.00 UNION LEAVES

L25.01 Union Release

The Board shall grant a leave of absence to a D.E.C.E. who holds an office either requiring full-time duty, or not, at the provincial or local level, provided that the Union reimburses the Board for the cost of the D.E.C.E.'s total salary and other benefits. The D.E.C.E. shall continue to accumulate seniority and teaching experience during the period of leave.

A D.E.C.E. returning from a Union leave shall be assigned to an equivalent position, within their attendance area, to that which was held prior to the leave, subject to the section on Release of Surplus Staff.

L25.02 Local Leave

At the request of the Local, the Board shall release Union members with full pay and benefits from their duties up to a total of twenty five (25) days per school year, providing replacement is available. The Local shall reimburse the Board at the occasional D.E.C.E. rate for the member's release.

The Parties, by mutual agreement, may exceed the twenty five (25) day maximum where special circumstances exist.

L25.03 Professional Development – Union Sponsored

The Director of Education, or designate, may grant professional development leave if, in their opinion, the professional development offered is of benefit to both the D.E.C.E. and the Board. The Union shall reimburse the Board at the occasional D.E.C.E. rate for the member's release.

L25.04 Union Release for Negotiations

Notwithstanding L25.02 the Board shall grant release to the Union's Collective Bargaining Committee for the preparation and negotiations of a new collective agreement. The Union shall reimburse the Board at the occasional D.E.C.E. rate for the members' release.

L26.00 OCCUPATIONAL HEALTH AND SAFETY

L26.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

L26.02 The Board recognizes that every D.E.C.E. has the right to be free from violence and threats of violence in the workplace and will take every reasonable precaution for the protection of DECEs from violence or threats of violence, in accordance with Policy #708 "Respectful Working and Learning Environment" and #709 "Workplace Harassment".

L27.00 DATA FOR NEGOTIATIONS

Upon written request, the Union shall have access to or be furnished with a copy of any existing data relevant to the negotiation and administration of this collective agreement.

L28.00 PROTECTION FROM PREGNANCY RELATED COMMUNICABLE DISEASE

Where a communicable disease prevents a D.E.C.E. who is pregnant from attending to her duties, the individual will be temporarily reassigned, in accordance with Physician's orders, with pay and without loss of sick leave.

L29.00 SENIORITY AND SURPLUS

L29.01 Definitions

1. Attendance Areas: The attendance areas are defined as follows:

1. Dryden – Open Roads and New Prospect Schools.
2. Vermilion Bay- Lillian Berg School
3. Kenora - Evergreen, Keewatin, King George, and Valleyview Schools.
4. Sioux Narrows- Sioux Narrows School
5. Ignace – Ignace Elementary School.
6. Red Lake – Golden Learning Centre and Red Lake-Madsen Schools.
7. Sioux Lookout – Sioux Mountain School
8. Ear Falls – Ear Falls School

9. Upsala- Upsala Public School
10. Savant Lake- Savant Lake Public School
11. Pickle Lake- Crolancia Public School

2. Seniority: Seniority shall be determined as follows:

- a) Start date of employment with the Board, and when this is equal;
- b) Documented full or part-time experience as a D.E.C.E. or E.C.E. in a Board of Education; and/or
- c) Documented full or part-time experience as a D.E.C.E. or E.C.E. in a licensed daycare.
- d) Lot conducted by the Director of Education or designate and the Union.
- e) D.E.C.E.s will be removed from the seniority list upon resignation in writing, retirement, after a recall period of 36 consecutive months or upon termination from employment with the Board for just cause.

L29.02 a) No later than March 31st of each year, the Board shall prepare and post electronically a seniority listing of all D.E.C.E.s . A copy of this listing will be sent to the Union. The seniority list shall include the name and workplace, seniority date, tiebreakers and the CECE Renewal Date of each D.E.C.E.

- b) Within ten (10) school days of the posting of the seniority list, a D.E.C.E. who considers his/her position on the seniority list to be incorrect, shall report the error, in writing, to the Human Resources Office, and to the Union. The Director, or designate, shall respond in writing within ten (10) school days, and shall revise the list, if necessary. The revised seniority list shall be posted electronically by May 1 each year.

L29.03 Surplus Procedure

- a) D.E.C.E.s shall be declared surplus to the school based on seniority by June 1st.
- b) If the D.E.C.E. complement assigned to a school is in excess of the staffing requirements of a particular school for the ensuing school year, the least senior D.E.C.E. will be identified as surplus to the school.
- c) By June 1st, the Board shall notify, in writing, each D.E.C.E. who is declared surplus to the school.
- d) DECE's declared surplus to their school shall complete the Surplus Option Form indicating their attendance area and outside of attendance area preferences.
- e) DECE's declared surplus to their school shall be placed in another school within the attendance area should an open position exist and if so indicated as a preference on the Surplus Option Form.

- f) If there is not an open position for the DECE declared surplus to a school to be placed in, that DECE will be declared surplus to the attendance area.
- g) If a D.E.C.E. is moved within or into another attendance area, the displaced D.E.C.E. will have the right to return to the original school or attendance area in that order, in order of seniority from which she/he was declared surplus up to October 31st, should a position become vacant or be created.
- h) D.E.C.E.s displaced in this process who are not placed in accordance with L29.03 d) will be declared surplus to the system and placed on the system recall list outlined

L29.04 Recall

- a) The Human Resources Department shall create a Recall List which is a list of D.E.C.E.'s, in order of seniority, that are displaced in the surplus process outlined in Article L29.03, resulting in D.E.C.E.'s that are surplus to the system.
- b) D.E.C.E.s on the system recall list shall be assigned, in order of seniority, a position in their original school or attendance area or other attendance areas in that order provided the D.E.C.E. has so indicated on the Surplus Option Form (L29.03 d)).
- c) Positions remaining open may be filled externally. For clarity, "filled externally" means a D.E.C.E. outside of the Keewatin-Patricia D.E.C.E. Bargaining Unit.
- d) The finalized assignment of D.E.C.E.'s will be posted in each school along with the finalized recall list by June 15th.
- e) D.E.C.E.s placed on the recall list, shall have their employment terminated in writing no later than June 15th to be effective on the last school day of the school year, however, their names will remain on the recall list.
- f) New and open positions occurring prior to October 31st, will be filled through either:
 - i) a transfer of a D.E.C.E. back who has, as part of the surplus process, been assigned to another attendance area or;
 - ii) assignment of a D.E.C.E. who is on the recall list.

The D.E.C.E. to be recalled must have the greatest seniority.

- g) Positions opening after October 31st, will be filled by D.E.C.E.s on the recall list based on seniority provided the D.E.C.E. has so indicated on the Surplus Option form (L26.03 d)
- h) D.E.C.E.s remain on the system recall list for a period not to exceed three (3) school years. D.E.C.E.s who are not recalled to a position for three school years will have their employment terminated by August 31st of the third school year.

- i) D.E.C.E.s recalled by the first school day of the school year following the date of notification of termination shall return to the employ of the Board as if no termination of employment had taken place. A D.E.C.E. on recall shall retain their position on the seniority list.
- j) The D.E.C.E. shall forfeit all recall rights where:
 - i. The D.E.C.E. has been hired by another school Board, as a regular day school D.E.C.E..
 - ii. The D.E.C.E. has declined to accept a position in their home attendance area or the attendance areas they indicated a willingness to work outlined in the Surplus Option Form they submitted.
 - iii. The D.E.C.E. has not provided current contact information.
- k) The Director, or designate, shall notify the Union immediately of the names of all D.E.C.E.s who have exhausted their recall rights or who have been recalled.
- l) An offer of position shall be made originally by telephone and/or electronically. A D.E.C.E. shall inform the Board of his/her acceptance or rejection, in writing, within twenty-four (24) hours of receiving the offer, exclusive of Saturday and Sunday. A D.E.C.E. who fails to inform the Board within twenty-four (24) hours shall be deemed to have rejected the offer.
- m) If the person on recall must provide their present employer with two (2) weeks' notice, the D.E.C.E. must be available for work within ten (10) working days of notice of recall. Notwithstanding the above, where a D.E.C.E. is not currently employed, the D.E.C.E. must be available for work within five (5) days of notice of recall. Failure to comply will result in forfeiture of the D.E.C.E.s recall right
- n) A D.E.C.E. who is recalled in accordance with this Article shall be reinstated as though there had been no interruption in service or seniority. On recall, a D.E.C.E. is entitled to sick leave accrued to the time of termination.
- o) Subject to eligibility requirements, as specified by the carrier, a redundant D.E.C.E. who is eligible for recall, shall be entitled to continue participation in the group extended health, dental benefit and life insurance plans to which he/she belonged at the time of termination for a maximum of thirty-six (36) months from the date the D.E.C.E.s employment terminated.

L30.00 WORKPLACE SAFETY AND INSURANCE BOARD (W.S.I.B.)

L30.01 An employee who is eligible for and receives approval of a claim by the W.S.I.B. shall be on a paid leave of absence, with no reduction in net salary or other rights under the Collective Agreement.

L30.02 Top up for salary purposes will be provided without deduction from Sick Leave to a maximum of four (4) years and six (6) months.

L31.00 RETIREMENT GRATUITY (See also Appendix A Central Agreement)

O. Reg. 1/13 outlines entitlement to retirement gratuities.

L32.00 PROFESSIONAL FEES AND REGISTRATION

D.E.C.E.s are required to submit proof of payment of fees (such as an electronic receipt) to the Human Resources Department annually and prior to the date of expiration. Employees on layoff and recall must continue to renew their standing with the College and submit proof of registration on an annual basis to remain on the recall list. Employees who let their membership lapse will be paid as unqualified until such date as they provide proof of recertification.

L33.00 KINDERGARTEN REPORTING

L33.01 It is understood by the parties that DECEs will collaborate with teacher partners in the observation, monitoring, and assessment of Kindergarten pupils for the purpose of Kindergarten reporting as mandated by the Ministry of Education.

L33.02 It is not the role of the DECE to author Kindergarten reports. As such, no DECE shall sign a Kindergarten report.

L33.03 The Board shall endeavor to provide appropriate training to assist DECEs in the collaboration with their teacher partners for the purpose of contributing to the Kindergarten reports.

L34.00 MEDICAL PROCEDURES

L34.01 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.

L34.02 It shall not be part of the duties and responsibilities of a DECE to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

L35.00 ACCOMMODATION PLANS

L35.01 The Board will continue to implement the KPDSB Accommodated Work Program. The parties agree to review the KPDSB Accommodated Work Program with a view to implement a revised and updated work program in compliance with the Ontario Human Rights Code.

L35.02 The Board, in recognition of the Union's role and legal obligations with respect to its members who require an accommodation under the Code, agrees to cooperatively develop modified work plans (accommodations) for such members to be able to perform work. Such cooperative efforts shall involve a Human Resources representative, the Bargaining Unit President or designate, and the member requiring work accommodations.

L35.03 The Bargaining Unit President shall be notified by the Board as soon as is practicable prior to the introduction of any modified/accommodated work for any member. Modified work plans (accommodations) shall be implemented in a timely manner as possible.

AGREEMENT OF CONTRACT

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board the Bargaining Unit of the Elementary Teachers Federation of Ontario – Keewatin-Patricia Designated Early Childhood Educators, at a meeting held on September 24, 2020. It is further certified that this agreement was ratified by the Keewatin-Patricia Designated Early Childhood Educators on October 2, 2020, and ratified by the Keewatin-Patricia District School Board on October 13, 2020.

Dated at Dryden, Ontario, January 11, _____, 2021

FOR THE KEEWATIN-PATRICIA
DISTRICT SCHOOL BOARD

FOR THE KEEWATIN-PATRICIA
ELEMENTARY TEACHERS' FEDERATION



Jocelyn Bullock
Human Resources Manager

Teresa Morrison

Teresa Morrison
ETFO Collective Bargaining Staff



Sherri-Lynne Pharand
Director of Education



Lisa Mastrobuono
Deputy General Secretary, ETFO