

# Table of Contents

## ETFO education workers – PART A: Central Terms

C1.00	STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT .....	3
C1.1	Separate Central and Local Terms.....	5
C1.2	Implementation.....	5
C1.3	Parties .....	5
C1.4	Single Collective Agreement.....	5
C2.00	DEFINITIONS .....	5
C3.00	Length of Term/Notice to Bargain/Renewal .....	6
C3.1	Single Collective Agreement.....	6
C3.2	Term of Agreement .....	7
C3.3	Where Term Less Than Agreement Term.....	7
C3.4	Term of Letters of Understanding .....	7
C3.5	Amendment of Terms .....	7
C3.6	Notice to Bargain.....	7
C4.00	CENTRAL GRIEVANCE PROCESS .....	8
C4.1	Definitions .....	9
C4.2	Central Dispute Resolution Committee.....	9
C4.3	The grievance shall specify:.....	10
C4.4	Referral to the Committee .....	10
C4.5	Mediation .....	11
C4.6	Arbitration.....	11
C5.00	PROVINCIAL BENEFITS PLAN .....	11
C5.1	ELHT Benefits.....	12
C5.2	Eligibility and Coverage .....	12
C5.3	Funding.....	12
C5.4	Full-Time Equivalent (FTE) and Employer Contributions.....	13
C5.5	Benefits Committee .....	14
C5.6	Privacy .....	14
C5.7	Benefits not provided by the ETFO ELHT.....	14
C5.8	Payment in Lieu of Benefits.....	15

C6.00	CENTRAL LABOUR RELATIONS COMMITTEE.....	15
C7.00	SICK LEAVE.....	15
C8.00	STATUTORY LEAVES OF ABSENCE/SEB .....	19
C8.1	Family Medical Leave or Critical Illness Leave.....	19
C8.2	Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB).....	19
C8.3	Maternity Benefits (SEB Plan) .....	20
C9.00	ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS.....	21
APPENDIX A	.....	21
A.	Sick Leave Credit-Based Retirement Gratuities (where applicable).....	<b>21</b>
B.	Other Retirement Gratuities .....	22
LETTER OF AGREEMENT # 1	.....	22
LETTER OF AGREEMENT # 2	.....	23
LETTER OF AGREEMENT # 3	.....	25
LETTER OF AGREEMENT # 4	.....	27
LETTER OF AGREEMENT # 5	.....	28
LETTER OF AGREEMENT # 6	.....	29
LETTER OF AGREEMENT # 7	.....	30
LETTER OF AGREEMENT # 8	.....	31
LETTER OF AGREEMENT # 9	.....	32
LETTER OF AGREEMENT # 10	.....	33
Historical Appendix of Central Terms- For Reference Only.....		34
LETTER OF AGREEMENT # 15	.....	34

## TABLE OF CONTENTS

ARTICLE L1 - PURPOSE.....	42
ARTICLE L2 – RECOGNITION .....	43
ARTICLE L3 – DURATION AND RENEWAL .....	44
ARTICLE L4 – DEFINITIONS .....	45
ARTICLE L5 – DATA FOR NEGOTIATIONS.....	46
ARTICLE L6 – MANAGEMENT RIGHTS .....	47
ARTICLE L7 – UNION DUES AND ASSESSMENTS.....	48
ARTICLE L8 – UNION RIGHTS AND RESPONSIBILITIES .....	50
ARTICLE L9 – UNION REPRESENTATION .....	51
ARTICLE L10 – SALARY .....	53
ARTICLE L11 – EMPLOYEE BENEFITS.....	55
ARTICLE L12 – PROBATIONARY PERIOD .....	56
ARTICLE L13 – PERSONNEL FILE AND PERSONAL INFORMATION .....	57
ARTICLE L14 – PERFORMANCE APPRAISALS.....	59
ARTICLE L15 – JUST CAUSE.....	60
ARTICLE L16 – WORKING CONDITIONS .....	61
ARTICLE L17 – POSTINGS, VACANCIES AND TRANSFERS .....	64
ARTICLE L18 – SENIORITY AND LAY-OFF.....	66
ARTICLE L19 – STATUTORY HOLIDAYS AND VACATIONS.....	69
ARTICLE L20 – SICK LEAVE .....	71
ARTICLE L21 – MISCELLANEOUS LEAVES OF ABSENCE.....	72
ARTICLE L22 – PREGNANCY, PARENTAL AND ADOPTIVE LEAVE.....	75
ARTICLE L23 – UNPAID LEAVE OF ABSENCE .....	77
ARTICLE L24 – PENSION PLAN .....	78
ARTICLE L25 – RETIREMENT .....	79
ARTICLE L26 – HEALTH AND SAFETY .....	80
ARTICLE L27 – CRIMINAL RECORD CHECK/OFFENCE DECLARATIONS.....	81
ARTICLE L28 – NO DISCRIMINATION .....	82
ARTICLE L29 – HARASSMENT .....	83
ARTICLE L30 - STRIKES AND LOCKOUT .....	84
ARTICLE L31 – GRIEVANCE PROCEDURE .....	85

ARTICLE L32 – ARBITRATION ..... 87  
ARTICLE L33 – EMPLOYEE RELATIONS COMMITTEE..... 89  
ARTICLE 34 - PROFESSIONAL DEVELOPMENT ..... 90  
RE: EXTENDED DAY PROGRAM..... 91  
RE: DECE STAFFING ..... 92  
PROFESSIONAL DEVELOPMENT ..... 93  
RE: PERFORMANCE APPRAISAL ..... 94  
UNFILLED JOBS ..... 95  
JOINT PROFESSIONAL DEVELOPMENT ..... 96  
RE: SUPERVISION COMMITTEE..... 97  
APPENDIX 1 ..... 98

## 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 31<sup>st</sup> 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.

## ARTICLE L1 - PURPOSE

### 1.01

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Board and the Union.

### 1.02

Both parties will co-operate in maintaining a harmonious relationship between the Board and the Union, to make provisions herein for wages, hours of work and working conditions and to provide an orderly method of settling grievances under this Agreement, which may arise from time to time.

## ARTICLE L2 – RECOGNITION

### 2.01

The Halton District School Board recognizes the Elementary Teachers' Federation of Ontario (ETFO) as the bargaining agent for employees employed by the Board as Designated Early Childhood Educators (DECEs), including the DECE Early Years Lead, on a regular basis, save and except supervisors and persons above the rank of supervisor and those persons already represented by a trade union. Occasional Designated Early Childhood Educators are members of the Union; however, only articles within the Collective Agreement outlined in Appendix 1 apply.

### 2.02

No DECE shall be required or permitted to make a written or verbal agreement with the Board or its representatives which conflicts with this collective agreement.

## ARTICLE L3 – DURATION AND RENEWAL

### 3.01

This collective agreement shall remain in effect from September 1, 2019 until August 31, 2022. This agreement shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing in accordance with the School Board's Collective Bargaining Act and the Ontario Labour Relations Act.

### 3.02

No changes can be made to this agreement without the written mutual consent of these parties.

## ARTICLE L4 – DEFINITIONS

### 4.01

Board/Employer. Board/Employer means the Halton District School Board.

### 4.02

DECE - DECE means a Designated Early Childhood Educator who is registered and in good standing with the College of Early Childhood Educators.

### 4.03

ETFO - ETFO means the Elementary Teachers' Federation of Ontario

### 4.04

Bargaining Unit. Bargaining Unit means the Halton Designated Early Childhood Educator Local (HDECE).

### 4.05

Immediate Family/Immediate Relative by Marriage. An "immediate member of the family" is defined as: father, mother, sister, brother, daughter, son, grandparent, grandchild, spouse, stepfather, stepmother, stepsister, stepbrother, and stepchild. An "immediate relative by marriage" is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. The term "spouse" is given the extended meaning it has in the Family Law Reform Act. Spouse includes a common-law and/or same sex partner.

### 4.06 OMERS

OMERS means the Ontario Municipal Employee Retirement System.

### 4.07 TPP

TPP means the Teacher's Pension Plan.

### 4.08 - Occasional DECE

A DECE that performs daily occasional work

### 4.09 - Long-Term Occasional DECE

An occasional DECE who is assigned to perform DECE duties for a period of 15 or more consecutive days as a replacement for the same DECE.

## ARTICLE L5 – DATA FOR NEGOTIATIONS

### 5.01

Upon written request to the Executive Officer of Human Resource, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this collective agreement assuming the same is reasonably available to the Board. The Union understands that the board will respond to their written request as quickly as possible and whenever possible, within ten (10) working days. This data includes:

- (a) statement of the current operating budget;
- (b) statement of the current operating expenditures;
- (c) data respecting salaries, F.T.E. assignments, allowances, experience, and seniority concerning each DECE covered by this collective agreement;
- (d) data respecting individual status of employment, for DECEs employed by the Board;
- (e) information and data respecting the DECE complement, pupil enrolment, class size, class configuration and school start and end times;
- (f) the general legislative grant technical paper (if available) and the calculation for funding of the Halton District School Board. (If not available on the Ministry website)
- (g) List identifying DECEs on a paid or unpaid leave twice per year; and
- (h) The Board will maintain a list of Occasional DECE employees. The list shall include the following information for each occasional DECE: full name, telephone number, address. The union may request this list to a maximum of four (4) times per year.

## ARTICLE L6 – MANAGEMENT RIGHTS

### 6.01

The Board will manage in a manner that is non-arbitrary and is consistent with this collective agreement. The Union recognizes and accepts that the management of the Board and direction of the workplace remains with the Board and the Union acknowledges that it is the function of the Board to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, direct, promote, demote, classify, transfer, layoff, recall, suspend, discharge or otherwise discipline employees for just cause;
- (c) determine the nature and services conducted by the Board, the methods and techniques of work, the schedules of work, the reorganization of assignments, quality standards, and the number of personnel to be employed; and
- (d) make, enforce, and alter, from time to time, rules and regulations to be observed by employees.

## ARTICLE L7 – UNION DUES AND ASSESSMENTS

### 7.01

The Board shall deduct, for every pay period and for each person employed as a DECE by the Board and covered by this collective agreement, union dues and assessments. Dues and assessments shall be deducted in respect of all hours worked as a DECE for the Board in their role as a DECE.

### 7.02

The Board shall show the total amount of union dues and assessments deducted during the previous calendar year on the T4 slip of each DECE.

### 7.03

The amount to be deducted shall be determined by ETFO and forwarded in writing to the Executive Officer of Human Resources at least thirty (30) days prior to any expected date of change.

### 7.04

A copy of the Collective Agreement, the name of the Bargaining Unit President, and the address and telephone number of the Bargaining Unit office will be posted electronically.

### 7.05

All DECEs covered by this Collective Agreement shall, as a condition of employment, maintain membership in ETFO and be required to pay union dues and assessments chargeable by ETFO.

### 7.06

Dues deducted in accordance with Clause 7.01 shall be forwarded to the General Secretary at 136 Isabella Street, Toronto, Ontario, M4Y 1P6, no later than the fifteenth (15th) of the month following the date on which the dues and assessments were deducted. The first remittance pursuant to this agreement and the first remittance in September of each year shall be accompanied by a list showing:

- Name
- Addresses
- Wages earned
- Dues
- Board Email
- Ministry Identification Number (for permanent DECEs only)
- FTE Status
- Salary



- Member Status (Active)
- Assessments deducted

Subsequent remittances will be accompanied by a list showing changes from the previous month. A copy of the dues and assessments list shall be forwarded to the Local at the same time.

7.07

A request to implement a local levy, must be sent to the HR Manager in writing by August 1st of the upcoming school year. The change will be effective the first pay period of the school year.

7.08

The Board shall inform the union president of the date, time and location of orientation meetings for newly hired DECEs. The union president may request to participate.

## ARTICLE L8 – UNION RIGHTS AND RESPONSIBILITIES

### 8.01

The Board agrees not to penalize or discriminate against any DECE for participating in the activities of the Union, including exercising any rights under this collective agreement or the applicable statutes of Ontario.

### 8.02

The Board shall electronically post the current collective agreement in force between the Board and the Union within six (6) weeks of the ratification of the collective agreement. The Board and the Union agree to share the costs of printing the collective agreement. The current agreement shall be placed on the Board's website.

## ARTICLE L9 – UNION REPRESENTATION

### 9.01

The Board agrees that it will deal solely with the duly authorized agents of ETFO in all matters pertaining to the administration and interpretation of the agreement. In order that this may be carried out, ETFO will supply the Board with the names of its officials and committee members. Similarly, the Board will supply ETFO with a list of personnel authorized to deal with ETFO.

### 9.02

- a) The Board recognizes the right of the Union to represent a member at any disciplinary meeting where the conduct or the performance of the member is being discussed.
- b) The employee shall be advised of their right to union representation prior to commencing their workplace accommodation or return to work meeting.

### 9.03

The Board shall provide the Union with access to a bulletin board in each workplace for the posting of Union notices.

### 9.04

The Board shall provide the Union with access to the Board's internal mail services in order to conduct Union business.

### 9.05

- (a) The President of the Local shall be entitled to 1.0 FTE Union release per school year. The Union will reimburse the Board for the salary (including statutory holidays and vacation pay) and benefits for this release time, at the starting wage of the permanent DECE.
- (b) The time spent on such leave shall be considered for experience and seniority purposes;
- (c) The President's sick leave account shall be credited with sick leave as if the President were at work; and
- (d) Upon written request from the Union to the Manager of Human Resources, no later than April 1st, the Board shall grant a full year's leave of absence to the Bargaining Unit President for the purpose of conducting Bargaining Unit business. Such leave will be granted for a period of up to one school year, subject to annual extension upon request from the Union. Such leave will be without loss of seniority or entitlement to sick leave. The Union will reimburse the Board for the salary and benefits for this leave.

### 9.06

The Board recognizes that it may be necessary for executive officers of the Union to be absent from their duties in order to attend to union matters related to local business. Leave without deduction of sick leave credits, up to a maximum of ten (10) days in any school year shall be granted to each executive officer of the Union following a written request from the Union. The Union shall reimburse the Board for salary and benefits at the starting wage of the permanent DECE for this release time. The Union and the Board agree that such release time will only be granted once appropriate coverage has been confirmed.

9.07

While on leave to assume the role of President, the President of the Bargaining Unit will remain on the staff list for his or her home school and shall return to his or her home school at the end of the term as President. This provision may be waived by mutual consent. In the event the President returns to their school, the least senior DECE at that school will be declared surplus and will be subject to the established surplus procedure.

9.08

The Board shall release without loss of salary or benefits, five (5) members of the Collective Bargaining Committee for the purposes of preparing for, participating in, and concluding negotiations with the Board. ETFO will submit the names of the members of the committee in writing to the Board along with known release dates. The parties agree that release dates will be communicated as far in advance as possible to permit for replacement of the DECEs.

For the purposes of preparing for bargaining with the Board, ETFO will reimburse the Board for the salary of the released members.

For the purposes of participating in, and concluding negotiations, ETFO will reimburse the Board for the salary of the released members at the daily casual DECE rate.

## ARTICLE L10 – SALARY

### 10.01

Effective September 1, 2019, the following wage rates will apply for DECEs:

Step 0	\$21.44
Step 1	\$23.08
Step 2	\$24.72
Step 3	\$26.37
Step 4	\$28.02

E.C.E.'s on Letter of Permission \$19.00

Daily Occasional DECEs will be paid at Step 0 of the grid

Effective September 1, 2020, the following wage rates will apply for DECEs:

Step 0	\$21.65
Step 1	\$23.31
Step 2	\$24.97
Step 3	\$26.63
Step 4	\$28.30

E.C.E.'s on Letter of Permission \$19.19

Daily Occasional DECEs will be paid at Step 0 of the grid

Effective September 1, 2021, the following wage rates will apply for DECEs:

Step 0	\$21.87
Step 1	\$23.54
Step 2	\$25.22
Step 3	\$26.90
Step 4	\$28.58

E.C.E.'s on Letter of Permission \$19.38

Daily Occasional DECEs will be paid at Step 0 of the grid

(a) An Occasional DECE shall be considered a Long Term DECE at 15 consecutive days in an assignment replacing the same permanent DECE and shall be placed on the salary grid according to experience credit.

### 10.02

The DECE Early Years Lead position will be paid according to their placement plus an allowance of:

September 1, 2019: \$5,000

September 1, 2020: \$5,050

September 1, 2021: \$5,101

### 10.03

All qualified newly hired DECEs shall be placed at Step 0 of the salary grid. DECEs will have one hundred and twenty (120) calendar days to provide documentation of related experience for consideration for placement on the grid.

All documentation is to be submitted in writing to the Executive Officer of Human Resources or designate. Upon acceptance of said documentation, the DECE will be placed at the appropriate grid step retroactive to their date of hire. Related experience will be credited in full years only.

Related experience credit will be given for the following:

- (a) Documented full or part-time experience as a DECE or E.C.E. in a Board of Education;
- (b) Documented full or part-time experience as a DECE or E.C.E. in a licensed daycare.
- (c) full or part-time experience as a long term occasional (LTO) DECE in the same assignment of 15 or more consecutive days with the board.

### 10.04

DECEs will be paid on a biweekly basis by direct deposit. Each pay period, the DECE will be issued an electronic pay statement indicating wages earned and deductions made there from.

### 10.05

The record of employment certificates for DECEs will be issued in accordance with the employment standards act. Upon written request, the board shall provide a copy of the record of employment to a DECE.

ARTICLE L11 – EMPLOYEE BENEFITS

See [\(Link to Central Benefits\)](#)

ARTICLE L12 – PROBATIONARY PERIOD

12.01

All newly hired DECEs shall be subject to a probationary period of ninety (90) working days.



## ARTICLE L13 – PERSONNEL FILE AND PERSONAL INFORMATION

### 13.01

With a minimum of forty-eight (48) hours written notice to the Manager of Human Resources, a DECE will have access to his/her personnel file. Notwithstanding the foregoing, earlier access may be provided at a mutually agreeable time.

### 13.02

Where a DECE authorizes in writing access to his/her personnel file by another person acting on the DECEs behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

### 13.03

Upon request a DECE shall receive a copy of any material contained in such files.

### 13.04

A DECE shall be entitled to provide a statement for inclusion in his/her personnel file, in cases dealing with disagreement and information contained within the personnel file.

### 13.05

A disciplinary, negative or adverse report may be removed from the DECE's file at the discretion of the Executive Officer of Human Resources. The DECE shall have the right to request the removal of any disciplinary, negative or adverse report from his/her file after one year by appealing to the Executive Officer of Human Resources. If a disciplinary, negative or adverse report is removed from the DECE's file, it will be confirmed in writing to the DECE with a copy of the letter to the Bargaining Unit President. If a disciplinary, negative or adverse report is not removed from the DECE's file, the DECE will be provided with a written detailed rationale behind this decision and a copy of the letter will be sent to the Bargaining Unit President.

### 13.06

A DECE shall be provided with a copy of any written report directly pertaining to that DECE within ten (10) working days of issuing the written report.

### 13.07

A DECE shall be provided with a communication describing the content of any written document including electronic communication received by the Principal from a parent concerning a complaint which names or otherwise identifies the DECE, within ten (10) working days of the Principal receiving the complaint. Upon request, a written summary of the complaint will be provided.

### 13.08

Nothing adverse or disciplinary shall be inserted into any DECE's files without copies first being sent to the DECE. The DECE has the right to request that the adverse or disciplinary material not be inserted into his/her files.

### 13.09

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.

### 13.10 - Medical Information

The Board shall ensure that all medical information requested regarding a DECE's medical situation is stored in a secure location and in a completely confidential manner and in accordance with Board policies and procedures.

Access to a Member's medical information within the Board shall be adhered to as outlined in the Halton District School Board's 'Confidentiality of Medical Records' Administrative Procedure'.

## ARTICLE L14 – PERFORMANCE APPRAISALS

### 14.01

Members of the Bargaining Unit shall be appraised by the Principal or designate in accordance with the Board's established performance appraisal procedures.

## ARTICLE L15 – JUST CAUSE

### 15.01

No DECE shall be disciplined or discharged without just cause.

### 15.02

Before a formal disciplinary meeting occurs that involves an employee, the employee will be informed of their right and encouraged to have a representative of the Union present at such a meeting. The employee will be given the general topic to be discussed at the meeting.

Wherever possible the Bargaining Unit President, and the employee shall be informed a minimum of twenty-four (24) hours prior to the scheduling of such meeting.

## ARTICLE L16 – WORKING CONDITIONS

### 16.01

Time for which DECEs are paid outside of the instructional day where DECEs are not on scheduled breaks or engaged in scheduled supervision shall be used for professional activities related to the Early Learning Program.

### 16.02

Each full-time DECE shall be entitled to a scheduled time period of thirty (30) consecutive minutes each day for an unpaid lunch break, free from assigned duties.

### 16.03

Each full-time DECE shall be entitled to the equivalent of two (2) fifteen (15) minute paid breaks for each working day.

The general intent of the Board is to schedule all breaks outside of instructional time and the Board will endeavor to schedule in this way. However, there are circumstances where it may not be possible and the Board will advise the union of its rationale in these circumstances.

### 16.04

The working year shall be the school year as approved by the Ministry of Education including all professional activity days.

### 16.05

The scheduled working day for all permanent DECEs will consist of seven (7) hours per day, thirty-five (35) hours per week.

The scheduled working day for a daily occasional DECE will consist of a maximum of 6.5 hours per day.

### 16.06

DECEs are expected by the Board to work in excess of their regular scheduled day for the fall open house and spring orientation night. In recognition of this, lieu time shall be granted in blocks of one-half (1/2) day for each event or one full day for both events. This lieu time will be taken on Board designated days during the school year. The Board will designate two (2) days for this purpose throughout the year from November to June. Lieu time will not be carried over from year to year.

Where a DECE has been requested and pre-authorized by the Principal to attend scheduled meetings (eg. meetings with outside agencies) that cannot be scheduled within the regular scheduled working day during the school year, the DECE will be paid at straight time from the school's budget.

### 16.07

The Board shall reimburse a DECE in accordance with the Board's Travel and Expense

Reimbursement Policy for any courses, conferences or workshops attended by the DECE at the request of the Board.

#### 16.08

DECEs required to travel on Board business will be paid in accordance with the Board's Mileage Reimbursement Procedure.

#### 16.09

DECEs may participate in extra-curricular activities on a voluntary basis.

#### 16.10

A DECE may be expected to participate in the supervision of students no more than two hundred and forty (240) minutes/week. Duties will be assigned in a fair and equitable manner amongst all DECE staff. It is understood that such duties are considered part of the workday. In the event that the Board requires additional supervision time to be performed by a DECE, the Board and the Union agree to meet to discuss the supervision schedule to deal with the circumstances at that location.

Any duty assigned before the school bell, after the school bell and/or during nutrition breaks (regardless of the activities of the students) will be counted towards the total supervision minutes for the week. All duty minutes shall be listed on a duty schedule.

#### 16.11

In the event of a medical emergency, a DECE will perform such procedures to the best of their ability as are necessary for the safety and well being of the child. No DECE, however, is required to carry out medical/physical procedures as part of his/her regular duties. It is an expectation that a DECE will support students with independent toileting.

#### 16.12

All DECEs are required to maintain his/her registration with the Ontario College of Early Childhood Educators (OCECE). All fees are the responsibility of the DECE.

#### 16.13

A DECE whose work assignment involves two (2) or more work locations shall not be expected to travel between work locations during the lunch break.

#### 16.14

A DECE will be able to register for Board in-service programmes subject to availability.

#### 16.15

DECEs will be informed of and may participate in any meetings, such as school team meetings, behavioural team meetings or school resource team meetings, regarding students in their assigned FDK class. Attendance at such meetings will be discussed with the School Principal. DECEs will be included in the sharing of any information arising from such meetings.

#### 16.16

The minimum number of hours than an occasional DECE shall be called to work is for three (3.0) hours.

#### 16.17-Inclement Weather

Long Term Occasional DECEs:

(i) Weather conditions preventing a Long Term Occasional DECE from attending work shall not interrupt the continuity of Long Term Occasional DECE Assignments. If a Long Term Occasional DECE cannot attend due to inclement weather where the Board has not closed the school to staff, payment for that day will be at the discretion of the Board. There will be no pay deductions for Long Term Occasional DECE if the Board has closed the school(s) to staff due to inclement weather during the term of the Long Term Occasional DECE's assignment.

Daily Occasional DECEs:

(ii) If Short Term Occasional DECEs have accepted and received a job number to work on a day the schools are closed to staff due to inclement weather, they will be paid for that day, if the job was active at the time the closure was declared. In the case of the Short Term Occasional DECE having a job cancelled at a school due to inclement weather and the Short Term Occasional DECE picks up another job at another school of the Board on the same day, the Short Term Occasional DECE will not be paid twice for that day.

If there is a second consecutive day or more of school closure for staff due to inclement weather the Short Term Occasional DECE will not be paid.

## ARTICLE L17 – POSTINGS, VACANCIES AND TRANSFERS

### 17.01- Permanent Vacancy

A permanent vacancy is a DECE assignment that has been vacated due to the following:

- (a) the resignation, transfer, retirement, termination of a DECE; or
- (b) the death of a DECE; or
- (c) the creation of a new DECE position.

### 17.02 - Posting of Positions

(a) Permanent vacancies that occur for the following school year will be posted as part of the annual posting process.

(b) Permanent vacancies that occur for the current school year, but after the first day of school, will be posted externally, provided that no DECE remains on the recall list. First consideration will be provided to occasional DECEs.

(c) The Board will post an advertisement for DECEs for positions becoming available as a result of retirements/resignations on or before December 31, provided that no DECE remains on the recall list. Subsequent resulting vacancies will be posted in accordance with 17.02 (b).

### 17.03- Annual Posting Process

- (a) During the period April 15<sup>th</sup> to June 15<sup>th</sup>, permanent vacancies for the following school year will be posted internally to all probationary and permanent DECEs employed by the Board.
- (b) There shall be a minimum of two rounds of internal postings. The Union and the Board's representative(s) shall confirm the actual posting dates each year.
- (c) Each vacancy will be posted for a period of three (3) working days.
- (d) After June 15<sup>th</sup> vacancies will be posted externally provided there are no DECEs on the recall list. Probationary and permanent DECEs employed by the Board may apply for and will be considered for external postings after June 15<sup>th</sup> until June 30<sup>th</sup>.
- (e) Once an offer of employment has been made and accepted by a DECE during the annual posting process, that DECE cannot apply or accept an offer in a subsequent round of internal ads.

### 17.04

The Board will provide the Bargaining Unit President with a list of all appointments, new hires, transfers, layoffs, recalls, retirements and terminations within the Bargaining Unit on a monthly basis.



#### 17.05 - Administrative Transfer

(a) An administrative transfer is a transfer initiated by the Board, of an employee from one location to another, that is not a voluntary transfer by posting, or a transfer by lay-off and recall.

(b) Wherever possible, administrative transfers shall be made by mutual agreement between the employee, the Union and the Board. When considering an administrative transfer of an employee, the Board shall meet with the employee and the Union to indicate the reasons for the transfer.

(c) An employee shall be administratively transferred only to a vacant position, unless otherwise agreed to by the Union and the Board.

#### 17.06

When an Administrative Transfer is to take place, the Board shall notify the employee in writing within two (2) weeks of the decision, with a copy to the Union President.

#### 17.07 - DECE - Early Years Lead

Subject to the needs of the Board, the DECE - Early Years Lead position will be posted for a three (3) year term with an option of a two (2) year renewal by mutual consent.

Upon completion of the term, the incumbent will be placed in an appropriate DECE vacancy.

The Board reserves the right to end the DECE - Early Years Lead position mid-term.

In the event that the Board eliminates the position prior to the completion of the three (3) year term, the incumbent will return to their previous school. The least senior DECE at that school will be declared surplus and will be subject to the established surplus procedure.

Should the position be eliminated partway through the school year, the DECE - Early Years Lead incumbent will be placed in a suitable DECE vacancy until the staffing process can take place.

## ARTICLE L18 – SENIORITY AND LAY-OFF

### 18.01

Seniority shall mean the length of service in the employ of the Board since date of hire as a probationary or permanent DECE.

### 18.02

Ties in seniority shall be broken by lot. This shall be conducted in a manner agreed upon by the Union and the Board. A representative of the Union shall be present.

### 18.03

The Board shall publish the Seniority List upon signing of this agreement and by October 31st of each year. Copies of the Seniority List shall be posted electronically as soon as possible after October 31st. It shall be the responsibility of each DECE to review the Seniority List and report any discrepancies to the Bargaining Unit President and the Manager of Human Resources in writing, within twenty (20) working days of the List being posted.

The Seniority List will include the CECE renewal months.

### 18.04

The Bargaining Unit President shall be provided with a copy of the Seniority List electronically.

### 18.05

A DECE shall not accumulate and shall lose all seniority and will be terminated in the event that the DECE:

- (a) resigns or is deemed to have resigned; or
- (b) is discharged for just cause and not reinstated; or
- (c) fails to return to work within five (5) calendar days following a lay-off and after being notified by e-mail or telephone call to do so; or
- (d) is laid-off for a period longer than fifty-two (52) weeks; or
- (e) fails to return to work after completion of a leave of absence (with or without pay) which was granted by the Board; or
- (f) is absent for three (3) days without notification acceptable to the Board.

### 18.06 – Surplus

"DECE Surplus To A School" means a DECE for whom no position is available within her/his existing school but for whom a position may exist within the Board. A DECE may be declared surplus to a school if:

- (a) the program requirements at the school result in no position being available in which to place the DECE; or
- (b) the school is closed.

In the event that the program requirements result in surplus DECEs, the DECE with the least seniority at the school will be declared surplus. In the case of equal seniority, the tie will be broken in accordance with Article 18.02.

The DECE will be notified of their surplus status by the Board in writing by April 15th with a copy to the union.

Surplus DECEs will be eligible to apply to the internal postings during the annual posting process as defined in Article 17.03.

If the DECE remains surplus after the annual posting process, the DECE will be placed in an appropriate DECE vacancy. Consideration will be given to geographic preference, but will not be guaranteed.

If a vacancy occurs at a school at which a DECE has been declared surplus, prior to the first instructional day of the school year, the DECE will be offered right of recall to the school. Where two or more DECEs are surplus to the same school, the DECE with the greatest seniority will be recalled. In the case of equal seniority, the tie will be broken in accordance with Article 18.02.

#### 18.07

If there are no DECE vacancies available, the surplus DECE may choose to displace the DECE with the least amount of seniority in the Board.

Where there is no assignment to which the least senior DECE in the Board can be assigned, the DECE will be laid off in accordance with the provisions of this agreement.

In the event of a need to declare a DECE surplus as a result of a September reorganization, the DECE will be placed in an available permanent vacancy. Additionally, they will have the right of recall to their school until the first instructional day of the following school year.

#### 18.08 - Lay-off

Notice of lay-off for reason of redundancy will be provided to DECEs in writing by May 31st or any such additional notice if required by the Employment Standards Act and its amendments hereto.

#### 18.09

The Board reserves the right to invoke lay-offs when required from events beyond the Board's control, such as flood, fire, power failure, lightening or other natural disasters.

The Board will consult with the Union prior to any lay-offs invoked under this clause.

#### 18.10 – Recall

Laid off DECEs will be placed on an DECE Redundancy List by seniority and will be subject to recall for a fifty-two (52) week period from the date of being declared redundant. Notification of placement on the recall list will be provided in writing to the DECE.

DECEs on the recall list shall file with the Board their most recent address, telephone number and e-mail address and will provide updates as necessary.

If a position becomes available, the Board shall notify the DECE by phone and e-mail and offer the position.

The DECE will have three (3) business days to accept or decline the position.

The right to recall shall cease and the Board will have no further obligation if such DECE:

(a) Refuses a suitable vacancy; or

(b) Cannot be contacted within five (5) business days of a vacancy arising; or

Receives a severance payment in accordance with the Employment Standards Act.

#### 18.11

DECEs placed on the recall list will be added to the Occasional DECE list and be placed in an available Long Term Assignment in order of seniority.

#### 18.12

The Union shall be provided with copies of any lay-off notices and a copy of the recall list.

#### 18.13

Notwithstanding 18.08, in the event of the need to lay-off as a result of September reorganization, notice of lay-off will be provided in writing in accordance with the Employment Standards Act.

#### 18.14 - Severance Pay

A DECE who has been declared redundant according to Article 18.08 may choose to receive severance pay in accordance with the Employment Standards Act and any amendments hereto in lieu of being placed on the recall list.

## ARTICLE L19 – STATUTORY HOLIDAYS AND VACATIONS

### 19.01

The Board recognizes the following holidays for DECEs:

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

In lieu of Remembrance Day, one (1) additional holiday for DECEs. This additional day is to be taken during the Christmas holidays. Payment will be based on the employee's regular working hours.

### 19.02

In order to qualify for statutory holiday pay, the employee must work his/her full scheduled hours of work on his/her work day immediately preceding or immediately following the holiday unless excused by the Board or the employee was absent due to:

- (a) sickness or accident, supported by a doctor's note; or
- (b) on an approved leave of absence, either paid or unpaid.

### 19.03

Where an absence falls during an absence unpaid by the Board, including layoff, the employee will not receive holiday pay.

Notwithstanding the above employees will not have their eligibility for holiday pay for Canada Day, Labour Day, Christmas Day, Boxing Day, New Years Day and the additional holiday in lieu of Remembrance Day impacted due to the school year calendar.

### 19.04 – Vacation Pay

For the purposes of eligibility for vacation pay, the vacation year shall be October 1st to September 30th of the following year. Vacation Pay will be paid on each pay in accordance with the following schedule:

Employees with less than one (1) year's service as at October 1st shall receive vacation as provided by the Employment Standards Act;

Employees who have completed at least one (1) year's continuous service with the Board as of October 1st, but less than two (2) years, shall receive 4% vacation pay;

Employees who have completed at least two (2) year's continuous service with the Board as of October 1st, but less than eight (8) years, shall receive 6% vacation pay;

Employees who have completed at least eight (8) year's continuous service with the Board as of October 1st, but less than sixteen (16) years, shall receive 8% vacation pay;

Employees who have completed at least sixteen (16) year's continuous service with the Board as of October 1st, but less than twenty-four (24) years, shall receive 10% vacation pay; and

Employees who have completed at least twenty-four (24) year's continuous service with the Board as of October 1st shall receive 12% vacation pay.

19.05

Vacation pay shall be denoted separately on the pay stub.

## ARTICLE L20 – SICK LEAVE

### 20.01 – Eligibility

The cumulative sick leave plan shall apply to all probationary and permanent DECEs who are employees of the Halton District School Board.

### 20.02 - Administration of the Plan

Subject to the final authority of the Board, the administration of the plan shall be vested in the Human Resources Department. The Human Resources Department shall keep a record of the credits and deductions for each DECE, which shall be available to the DECE through the online system.

### 20.03 - Final Authority

In case of dispute with respect to credits or deductions, the decision of the Board shall be final subject to prior consultation between the employee concerned and the Human Resources Department.

### 20.04 - Sick Leave

If the Board requests a medical certificate, the Board shall reimburse the DECE for the cost of such certificate.

### 20.05

Employees are required to attend work regularly. When unable to attend, the employee must immediately report the absence to the supervisor or designate, and call the absentee reporting system (Smartfind) as far in advance as possible of the employee's scheduled start time. The employee will enter the reason for absence code and expected date of return on the system.

### 20.06 - Workplace Safety Insurance Plan (WSIB)

Each employee on staff who is injured in the course of duty shall have the Workplace Safety Insurance Plan salary awards supplemented from sick leave account to provide for the payment of full salary. In the event that an employee does not wish to use the sick leave credits to supplement the Workplace Safety Insurance Plan salary award, the employee must give immediate notice in writing to the Human Resources Department. After the expiration of any Workplace Safety Insurance Plan award, the employee may use the current year's sick leave or accumulated credits up to the limit previously established.

NOTE: It should be understood that there shall be no pyramiding or compounding of Board benefits with any other internal or external benefit. An employee on sick leave shall not be able to earn an amount of income greater than that, which was earned while actively at work.

## ARTICLE L21 – MISCELLANEOUS LEAVES OF ABSENCE

### 21.01 - Personal Leave

(a) Subject to a minimum notice of three (3) working days being given to the supervisor, an employee is entitled to a leave of absence for one (1) day in any one (1) work year for personal reasons.

(b) A leave of absence for up to a maximum of two (2) working days in any one (1) work year. Such absence shall be without pay. Permission shall not be unreasonably withheld subject to the criteria established by the Board.

#### 21.01.01

A personal day will not be approved by the supervisor on Professional Development days or to extend a vacation period (i.e. Summer Break, Thanksgiving, Winter Break, Family Day, Spring Break, Easter, Victoria Day).

#### 21.01.02

A supervisor may deny a request for a personal day when it is determined that absence on the specific date poses an operational challenge.

#### 21.01.03

Where a request is denied in 21.01 (a) and 21.01 (b) or in extenuating circumstances, a member may appeal to the Manager of Human Resources for special consideration.

### 21.02 – Religious Holy Days

Subject to the approval of the Executive Officer of Human Resources or designate, a DECE may be granted up to a maximum of three (3) days annually with pay for officially recognized religious holy days.

A maximum of six (6) additional days without pay may be granted for officially recognized religious holy days.

### 21.03 – Parenting Leave

A leave of three (3) days with pay may be granted, subject to the approval of the Human Resources Department, on the occasion of the birth of a DECE's child. It is understood that the days can be used in a flexible manner from the day of birth through the subsequent six (6) week period, or in the case of adoption, when the child becomes available.

### 21.04 – Family Medical Leave

A DECE on Family Medical Leave pursuant to the *Employment Standards Act* shall continue to be entitled to all rights and privileges which would have been received had the DECE been actively employed. Eligibility for benefits will be in accordance with the Trust.

### 21.05 – Bereavement Leave



A maximum of four (4) days leave of absence without loss of pay, or sick day deduction shall be granted to a DECE in the case of the death of an immediate member of the family, or an immediate relative by marriage as defined in Article 4.05.

In all other cases, a limit of one (1) day shall be allowed for the purpose of attending a funeral, subject to the approval of the supervisor.

Up to two (2) days of compassionate leave without pay may be granted for the extension of bereavement. A leave of this nature will usually cover extraordinary circumstances that are beyond the individual employee's control, which merit individual attention and is subject to the approval of the Executive Officer of Human Resources or designate.

#### 21.06 – Jury Duty/Subpoena

A DECE is entitled to salary, notwithstanding absence from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which the employee is not a party or one of the persons charged, provided that the DECE pays to the Board any fee, exclusive of travelling allowances, and living expenses, that is received as a juror or as a witness.

#### 21.07- Quarantine and Communicable Diseases

A DECE who, because of exposure to communicable disease, is quarantined or otherwise prevented by the Medical Health authorities, pursuant to the Public Health Act, from being present at their duties shall be entitled to their salary notwithstanding. The DECE shall call Human Resources reporting the exposure immediately. Such absence shall not be charged to the employee's Sick Leave.

#### 21.08- Inclement Weather

In cases where schools are closed for a school day by the Director of Education due to inclement weather or other emergency issues, DECEs will be paid for regularly scheduled hours with no requirement to make up hours lost due to closure.

#### 21.09

It is understood that in addition to any paid or unpaid leaves available under this collective agreement, DECEs are entitled to such leaves as may be provided for by statute, such as the Employment Standards Act.

#### 21.10 – Emergency Leave

In an emergency situation with notification to their Manager, a DECE may be granted a leave of absence without loss of salary or benefits for one (1) day per year (September 1st to June 30th), for a sudden illness of an "immediate member of the family" as identified in Article 4.05, subject to the approval of the Executive Officer of Human Resources or designate.

For clarification, employees do not require confirmation of approval from Human Resources prior to taking the leave day.

#### 21.11 – Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances that are beyond the individual employee's control, which merit individual attention, such as extended bereavement, and is subject to the approval of the Executive Officer of Human Resources or designate.

#### 21.12 – Examinations

An employee shall be granted one (1) additional day per year with pay to attend the writing of their own post-secondary examinations. A leave of this nature is subject to prior approval of the Executive Officer of Human Resources, or designate in consultation with the employee's Manager.

It is understood that such leave is granted only for examinations which are scheduled during employee's regular working hours.

#### 21.13 – Graduations

An employee shall be granted one (1) additional day per year with pay to attend the post-secondary graduation of each of the employee's children, spouse, (as identified in clause 4.05) or parent or attendance at the employee's own post-secondary graduation. A leave of this nature is subject to prior approval of the Executive Officer of Human Resources, or designate in consultation with the employee's Manager.

## ARTICLE L22 – PREGNANCY, PARENTAL AND ADOPTIVE LEAVE

### 22.01

The Board shall upon written request of a DECE and receipt from a legally qualified medical practitioner stating that the DECE named therein is pregnant and specifying the date upon which delivery will occur in the medical practitioner's opinion, grant or cause to be granted to the DECE a Pregnancy Leave (leave of absence without pay). Such requests will be sent to Human Resources and indicate the start and end date of the leave.

### 22.02

- (a) Pregnancy Leave shall be governed by the *Employment Standards Act* and any amendments thereto. An employee on Pregnancy Leave identified under the *Employment Standards Act* shall accumulate seniority but not salary.
- (b) The Board shall return the DECE to the position that they left, if it exists. In the event the position does not exist, the DECE will be returned to a similar position.
- (c) DECEs taking only the Parental Leave in accordance with the *Employment Standards Act* shall accumulate seniority and credit for experience during such leave. Eligibility for benefits will be determined in accordance with the Trust.

### 22.03 - Adoptive Leave

Leave shall be available to a DECE who adopts a child. Advance notification of at least three (3) months shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the DECE to commence leave immediately the child becomes available. Written notification shall be given to Human Resources of the exact dates of the leave when they are known.

Leave for the purpose of adoption will be available to an employee as specified in the *Employment Standards Act*. A DECE while on such leave shall accumulate seniority but not salary.

### 22.04 - Benefits While on Leave

Benefit continuation while on leave will be determined in accordance with the Trust. (link to benefits).

### 22.05 –Early Termination of Leave

DECE may terminate a pregnancy or parental leave and return to work upon providing the Board with two (2) week's written notice to their supervisor.

### 22.06

A DECE who has recovered from delivery but whose child remains hospitalized may interrupt her pregnancy leave by returning to work without the loss of her right to resume the leave.

### 22.07

The Board shall, on the written request of the DECE, grant immediately after and in addition to the Pregnancy Leave, Adoptive Leave and/or Parental Leave, a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year.

The leave of absence for personal family reasons shall be without payment of salary. Benefits will be determined in accordance with the Trust.

22.08

A DECE shall accrue seniority during a leave of absence granted under Article 22.03.

22.09

Upon completion of a leave of absence for personal family reasons, the Board shall return the DECE to the school from which they left, provided the position exists. In the event the position does not exist, the DECE will be returned to a DECE position in another school.

22.10

A DECE who provides a medical certificate that she is pregnant or breastfeeding and her working conditions require her to perform duties or work in an area or to operate any equipment or use any substance where it is believed that it would be medically unsafe to the DECE, an unborn child, or a breastfeeding child, shall be assigned to an alternative work location/site.

22.11

If the reassignment is not effective immediately, the DECE shall be entitled to be paid their regular wages until the effective date of reassignment. Seniority and working experience and other collective agreement entitlements shall continue during such time.

## ARTICLE L23 – UNPAID LEAVE OF ABSENCE

### 23.01

An employee who has completed three (3) years' permanent employment with the Board may be granted an unpaid leave of one (1) full school year. Application of the Unpaid Leave shall be done through the Executive Officer of Human Resources or designate.

Such leave may be applied for and granted for a second full school year in accordance with the timelines set out below.

Extension beyond the two (2) years of unpaid leave will not be granted.

Requests for, including the reason for requesting the leave, should be submitted, in writing, to the Manager of Human Resources prior to April 1st, in the year prior to the school year in which the leave will begin. Requests received after this date due to extenuating circumstances will be considered on an individual basis. Benefits will be determined in accordance with the Trust.

Upon return from the leave, the employee shall be placed in the position/work location held prior to the commencement of the leave if it is still available, or if it is not, shall be placed in a suitable assignment. Seniority shall not be interrupted.

In the year of a leave of absence the employee shall notify the Board by April 1<sup>st</sup>, in writing, confirming the employee's intention to return the following year.

### 23.02

A request made in accordance with Article 23.01 shall not be unreasonably denied.

## ARTICLE L24 – PENSION PLAN

### 24.01

DECEs will be covered by the appropriate pension plan (OMERS or TPP), if eligible, in accordance with the statutes.

## ARTICLE L25 – RETIREMENT

### 25.01

A DECE shall notify the Board, in writing, of the DECE's intent to resign/retire by November 30th for a resignation/retirement to take effect December 31st and by April 30th for a June 30th resignation/retirement.

Nothing herein prevents a DECE and the Board from mutually agreeing to the employee's resignation/retirement at any other time. The Board shall not unreasonably refuse to accept a resignation/retirement.

## ARTICLE L26 – HEALTH AND SAFETY

### 26.01

(a) The Board shall make reasonable provisions for a safe and healthful environment for members. Both parties will cooperate with regard to the duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

(b) 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.

c) The Board recognizes that every DECE 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.



## ARTICLE L27 – CRIMINAL RECORD CHECK/OFFENCE DECLARATIONS

### 27.01

The Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. DECE personnel files shall not include copies of criminal record checks or offence declarations.

### 27.02

Access to such records and information shall be strictly limited to the Executive Officer of Human Resources or designate-and the Director of Education. Such personnel shall not be members of the Bargaining Unit.

### 27.03

The Board shall not release any information about a DECE obtained pursuant to the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

### 27.04

If the Board initiates a criminal background check for a DECE already employed by the Board, the Board shall pay the costs associated with obtaining the criminal background check.

## ARTICLE L28 – NO DISCRIMINATION

### 28.01

The parties agree that:

- (a) no employee shall in any manner be discriminated against or coerced, restrained, or influenced on account of membership or non-membership in any labour organization;
- (b) there shall be no discrimination or harassment by reason of an employee's membership or activity in the union; and
- (c) there shall be no discrimination by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

## ARTICLE L29 – HARASSMENT

### 29.01

It is the obligation of the Board to ensure that every DECE is free from harassment in the workplace.

## ARTICLE L30 - STRIKES AND LOCKOUT

### 30.01

The Union shall not strike and the Board shall not lock-out during the effective period of this Agreement or of any renewal thereof. The terms “strike” and “lock-out” shall be as defined in the Labour Relations Act.

### 30.02

When other Board employees are on strike or lockout, an employee shall carry on their regular duties to the best of the employee’s ability, without assuming any functions or responsibilities that are normally discharged by the Board employees who are on strike or lock-out.

## ARTICLE L31 – GRIEVANCE PROCEDURE

### 31.01

It is the mutual desire of the parties to adjust disagreements and complaints relating to the interpretation, application, administration or alleged violation of this Collective Agreement as quickly as possible.

### 31.02 – Individual Grievance

#### 31.02.01 – Informal Step

It is understood that there is no grievance until the DECE has first given their immediate supervisor an opportunity to adjust the complaint. A DECE may initiate a discussion with the immediate supervisor within twenty (20) days from the time when the circumstances giving rise to the grievance were known or should have been known to the DECE. A DECE may request Union assistance at the meeting with the immediate supervisor. The immediate supervisor's response to the DECE shall be given in writing within fifteen (15) days following the aforementioned discussion between the member and immediate supervisor.

#### 31.02.02 – Step 1

Failing resolution of the complaint within ten (10) days of the immediate supervisor's written reply to the complaint, the Union may submit the grievance to the Executive Officer of Human Resources or designate. The Executive Officer of Human Resources or designate shall have ten (10) days from receipt of the grievance in which to reply in writing. The Union shall have ten (10) days from receipt of the reply from the Executive Officer of Human Resources or designate to submit the grievance to Step 2; failure to do so will result in the grievance being deemed to be withdrawn without prejudice. Where the parties mutually agree, through their authorized representatives, a meeting shall be held between the Union representative and the Executive Officer of Human Resources, or designate.

#### 31.02.03

The grievance shall stipulate the name of the grievor; shall identify the grievor's work location, shall state the facts giving rise to the grievance, including the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Collective Agreement claimed violated; shall state the relief requested. The grievance shall be signed by an authorized representative of the Union.

#### 31.02.04 – Step 2

Failing resolution of the grievance within ten (10) days of the Executive Officer of Human Resources' or designate's reply to the grievance, the Union may submit the grievance to the Director. The Director shall have ten (10) days from receipt of the grievance in which to reply in writing. The Union shall have twenty (20) days from receipt of the Director's reply to submit the grievance to arbitration, failure to do so will result in the grievance being deemed to be withdrawn without prejudice. Where the parties mutually agree, through their authorized representatives, a meeting shall be held between the Union representative and the Director.

### 31.03– Bargaining Unit Policy Grievance and Board Policy Grievance

#### 31.03.01

The Bargaining Unit or the Board may initiate a policy grievance in accordance with Article 31. The grievance shall state the facts giving rise to the grievance, including: the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Collective Agreement claimed violated; shall state the relief requested. In the case of a Union policy grievance, the grievance shall be signed by the President of the Union and, in the case of a Board policy grievance, the grievance shall be signed by the Director of Education.

#### 31.03.02

A policy grievance must be initiated within thirty (30) days from the time the circumstances giving rise to the grievance were known or should have been known. In the case of a Union policy grievance, the grievance shall proceed immediately to the Director, in the case of a grievance initiated by the Board, it shall be forwarded to the President of the Union for resolution.

#### 31.03.03

The reply of the Director, in the case of a Union policy grievance, or the reply of the President of the Union, in the case of a Board policy grievance, shall be made, in writing, within twenty (20) days of receipt of the grievance.

#### 31.03.04

Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Director, or designate, and the President of the Union, or designate, prior to the reply to the policy grievance.

#### 31.04

Unless otherwise stipulated herein, or by mutual consent in writing of the parties, a grievance must proceed through all the steps of the grievance procedure before it may be referred to arbitration.

## ARTICLE L32 – ARBITRATION

### 32.01

Where a concern arises between the parties relating to the interpretation, application, administration or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitral, either party may, within fifteen (15) working days of the receipt of the Step 2 reply, notify the other party in writing of its desire to submit the difference to Arbitration, provided the grievance procedure has been exhausted.

### 32.02

Where the difference is submitted to arbitration, the parties agree that they will proceed before a single Arbitrator.

The notice shall contain the name(s) of the first party's choice of Arbitrator. The receiving party shall advise the first party of its agreement to the Arbitrator or provide alternate names within ten (10) working days of the date of the first notice herein. Should the parties be unable to agree on a single Arbitrator, the parties may jointly request the Ministry of Labour to make an appointment.

### 32.03

In exceptional circumstances, either party may notify the other in writing of their desire to proceed to an Arbitration Board within the same timelines as set out above.

In the case of an Arbitration Board, the following process shall apply:

(a) The notice shall contain the name of the first party's nominee to the Arbitration Board. The receiving party shall advise the first party of its nominee to the Board of Arbitration within ten (10) working days of the date of the first notice herein.

(b) The two nominees shall, within thirty (30) working days of the nomination of the second of them, name a third person to act as Chairperson of the Board of Arbitration. If the two nominees fail to agree upon a Chairperson, appointment to that position may be made by the Ministry of Labour.

### 32.04

The decision of the Arbitrator will be final and binding upon the parties and the employee(s) concerned. In the case of an Arbitration Board, the decision of the majority shall be the decision of the Board, but, if there is no majority, the decision of the Chairperson of the Arbitration Board, will be final and binding upon the parties and the employees concerned.

### 32.05

The powers of the Arbitration Board shall be the powers set out in the Ontario Labour Relations Act, as amended from time to time.

### 32.06

No person may be appointed as an Arbitrator or nominee who has been involved in an attempt to settle the grievance.

32.07

In the case of a single Arbitrator, each of the parties shall share the fees and expenses. In the case of an Arbitration Board, each of the parties shall bear the fees and expenses of its nominee to the Arbitration Board and shall jointly share the fees and expenses of the Chairperson.

32.08

A DECE's attendance at a meeting at any stage of the grievance procedure including arbitration shall be without loss of pay or any other entitlement.

32.09

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 mediator and the time line for grievance mediation to occur.

In the event the parties agree to grievance mediation, the grievance process is frozen at the step at which the mediation is agreed to and all timelines are suspended. If the grievance mediation fails to reach a resolution, the parties agree to resume the grievance at the step at which it was suspended and the timelines will resume.



## ARTICLE L33 – EMPLOYEE RELATIONS COMMITTEE

### 33.01

There shall be an Employee Relations Committee consisting of up to four (4) members appointed by the Board and up to four (4) members appointed by the Union.

### 33.02

The Committee shall meet every two (2) months or as required. The Committee's mandate will be to discuss and investigate matters of common concerns and interest.

Agenda items will be provided by either party at least five (5) working days prior to the scheduled meeting. In the event that there are no agenda items from either party, it is agreed that a meeting is not required.

### 33.03

The Board will provide the Union with the following information relating to Members of the Bargaining Unit on a current basis:

- a) available vacancies, as they are advertised;
- b) recalls and transfers;
- c) approved leaves;
- d) resignations, retirements, and deaths

### 33.04

Where concerns arise with respect to the supervision schedule of a DECE, the concerns will be discussed with the School Administration. Failing a resolution, the concerns will be submitted to the HR Manager for review.

Supervision schedules shall be shared with the Employee Relations Committee upon request.

Nothing above precludes the Union from filing a grievance using the grievance procedures as outlined in Article 31.

## ARTICLE 34 - PROFESSIONAL DEVELOPMENT

### 34.01

All full and part time Permanent and Probationary DECEs will attend all Professional Development Days. Long Term Occasional DECEs will attend all Professional Development Days for which they are scheduled, unless approved by the Board.

### 34.02

Occasional DECEs may attend, without pay, scheduled PA days arranged by the Board. Requests for approval are to be made in writing to the Manager of Human Resources a minimum of three (3) days in advance.

### 34.03

Occasional DECEs may, upon request, have access to the Board's in-service programs on a voluntary basis, without pay.

LETTER OF AGREEMENT  
Between  
THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the “Board”)  
and  
THE HALTON DISTRICT DESIGNATED EARLY CHILDHOOD EDUCATORS  
(hereinafter referred to as the “Union”)

RE: EXTENDED DAY PROGRAM

The Board and the Union agree to meet to establish the relevant staffing and working terms and conditions applicable to the provision of the Extended Day Program in the event that the Board determines that it will be the Extended Day provider at any current or future Early Learning Program locations.

Signed at Burlington on the 25th day of September 2020.

For the Board

For the Union

Sari Taha  
General Manager of Human Resources

\_\_\_\_\_

Allison Ippolito  
Manager, Human Resources

\_\_\_\_\_

Tina Salmini  
Superintendent – Facility Services

\_\_\_\_\_

Colleen Golightly  
Manager, Plant Operations

\_\_\_\_\_

Jason Alexander  
Specialist, Labour Relations and Workplace  
Investigations

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF AGREEMENT  
Between  
THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the “Board”)  
and  
DESIGNATED EARLY CHILDHOOD EDUCATORS - ETFO  
(hereinafter referred to as the “Union”)

RE: DECE STAFFING

The Parties agree to modify the Critical Path for the staffing process for the 2020-2021 school year.

The Board will meet with the Union to seek input regarding the Staffing Critical Path for DECEs annually.

Signed at Burlington on the 25th day of September 2020.

For the Board

For the Union

Sari Taha  
General Manager of Human Resources

\_\_\_\_\_

Allison Ippolito  
Manager, Human Resources

\_\_\_\_\_

Tina Salmini  
Superintendent – Facility Services

\_\_\_\_\_

Colleen Golightly  
Manager, Plant Operations

\_\_\_\_\_

Jason Alexander  
Specialist, Labour Relations and Workplace  
Investigations

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF AGREEMENT  
Between  
THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the “Board”)  
and  
DESIGNATED EARLY CHILDHOOD EDUCATORS - ETFO  
(hereinafter referred to as the “Union”)

PROFESSIONAL DEVELOPMENT

Effective the 2020-2021 school year, the Board agrees to provide the Union \$8,500 annually for the purpose of Professional Development for DECEs. It is understood that the Board and the Union will meet to discuss how the dollars will be utilized.

These funds may accumulate over a two (2) year period and the maximum carry forward value shall not exceed \$17,000.

Signed at Burlington on the 25th day of September 2020.

For the Board

For the Union

Sari Taha  
General Manager of Human Resources

\_\_\_\_\_

Allison Ippolito  
Manager, Human Resources

\_\_\_\_\_

Tina Salmi  
Superintendent – Facility Services

\_\_\_\_\_

Colleen Golightly  
Manager, Plant Operations

\_\_\_\_\_

Jason Alexander  
Specialist, Labour Relations and Workplace  
Investigations

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF AGREEMENT

Between

The Halton District School Board  
(hereinafter referred to as the "Board")

and

DESIGNATED EARLY CHILDHOOD EDUCATORS - ETFO  
(hereinafter referred to as the "Union")

RE: PERFORMANCE APPRAISAL

The undersigned representatives of both the Board and the Union agree to the following:

A committee consisting of two (2) representatives of the Board and two (2) representatives of the Union will meet to finalize the Board's Administrative Procedure and performance appraisal tool documents, which sets out the performance appraisal process for DECEs.

The parties agree to meet no later than February 1, 2021 and conclude their work by March 31, 2021.

Signed at Burlington on the 25th day of September 2020.

For the Board

For the Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF AGREEMENT  
Between  
THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the “Board”)  
and  
DESIGNATED EARLY CHILDHOOD EDUCATORS - ETFO  
(hereinafter referred to as the “Union”)

UNFILLED JOBS

The Board and the Union agree to review the DECE unfilled jobs at the Employee Relations Committee meetings and make recommendations for improvement to the Executive Officer of Human Resources. Data regarding unfilled jobs from the Board’s Absence Reporting System will be used as part of this review.

Signed as agreed at Burlington on the 25th day of September 2020.

For the Board

For the Union

Sari Taha  
General Manager of Human Resources

\_\_\_\_\_

Allison Ippolito  
Manager, Human Resources

\_\_\_\_\_

Tina Salmini  
Superintendent – Facility Services

\_\_\_\_\_

Colleen Golightly  
Manager, Plant Operations

\_\_\_\_\_

Jason Alexander  
Specialist, Labour Relations and Workplace  
Investigations

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF AGREEMENT  
Between  
THE HALTON DISTRICT SCHOOL BOARD  
(hereinafter referred to as the “Board”)  
and  
DESIGNATED EARLY CHILDHOOD EDUCATORS - ETFO  
(hereinafter referred to as the “Union”)

JOINT PROFESSIONAL DEVELOPMENT

The Board recognizes the value in having the Kindergarten Team jointly involved in professional development that is related to the Kindergarten program. Wherever feasible, the Board will provide access to joint professional development to the Kindergarten Team.

Signed as agreed at Burlington on the 25th day of September 2020.

For the Board

For the Union

Sari Taha  
General Manager of Human Resources

\_\_\_\_\_

Allison Ippolito  
Manager, Human Resources

\_\_\_\_\_

Tina Salmini  
Superintendent – Facility Services

\_\_\_\_\_

Colleen Golightly  
Manager, Plant Operations

\_\_\_\_\_

Jason Alexander  
Specialist, Labour Relations and Workplace  
Investigations

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



LETTER OF AGREEMENT

Between

The Halton District School Board  
(hereinafter referred to as the "Board")

and

DESIGNATED EARLY CHILDHOOD EDUCATORS - ETFO  
(hereinafter referred to as the "Union")

RE: SUPERVISION COMMITTEE

The undersigned representatives of both the Board and the Union agree to the following:

A committee consisting of two (2) representatives of the Board and two (2) representatives of the Union will meet to review the utilization of supervision minutes, including, but not limited to, the supervision cap and total minutes that DECEs are scheduled for in schools.

The parties agree to meet no later than November 1, 2020 and provide recommendations to the Executive Officer of Human Resources by March 31, 2020.

Signed at Burlington on the 25th day of September 2020.

For the Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX 1

Occasional Designated Early Childhood Educators.

Occasional Designated Early Childhood Educators are those persons employed on a temporary day to day or intermittent basis. They are paid an hourly rate, which is step 0 of the DECE salary grid, for hours worked. No seniority is accrued and benefits will be in accordance with the Trust.

An Occasional DECE must work a minimum of a twenty (20) full days to remain on the occasional list.

Occasional DECEs shall be governed by the Employment Standards Act and any amendments thereto.

In addition, the following Collective Agreement clauses will apply to Occasional DECEs:

Article 1 (Purpose)

Article 2 (Recognition)

Article 3 (Duration and Renewal)

Article 4 (Definitions)

Article 5 (Data for Negotiations)

Article 6 (Management Rights)

Article 7 (Union Dues and Assessments)

Article 8 (Union Rights and Responsibilities)

Article 9 (Union Representation)

Article 10 (Salary)

Article 13 (Personnel File and Personal Information)

Article 15 (Just Cause)

Article 16.01 (DECE LTO Only), 16.02, 16.03, 16.04, 16.05 (Daily Occasional DECE only), 16.09, 16.10 (DECE LTO only), 16.11, 16.12, 16.15, 16.16, 16.17

Article 20 (Sick Leave)

Article 21 (Leaves) LTOs Only: 21.01 (b), 21.01.01, 21.01.02, 21.01.03, 21.02 (unpaid), 21.04, 21.09.

Article 22 (Pregnancy, Parental, and Adoptive Leave)

Article 24 (Pension Plan)

Article 26 (Health and Safety)

Article 27 (Criminal Record Check/Offence Declarations)

Article 28 (No Discrimination)

Article 29 (Harassment)

Article 30 (Strikes and Lockout)

Article 31 (Grievance Procedure)

Article 32 (Arbitration)

Article 34 (Professional Development)