



AGREEMENT

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

**ETFO – RENFREW COUNTY
SCHOOL SUPPORT COUNSELLORS**

**FOR THE PERIOD
SEPTEMBER 1, 2019 TO AUGUST 31, 2022**

(Subject to errors and omissions.)

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PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

C2.00 DEFINITIONS

- C2.1** The “Central Parties” shall be defined as the Employer bargaining agency, the Council of Trustees’ Association (CTA) and the employee bargaining agency, the Elementary Teachers’ Federation of Ontario (ETFO), each being a “Central Party”) The Elementary Teachers’ Federation of Ontario (ETFO) refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014*, as amended (SBCBA) for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The Council of Trustees' Associations (CTA) refers to the designated Employer bargaining agency pursuant to subsection 21 (6) of the SBCBA for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The CTA is composed of:

1. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
2. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C2.2 “Term assignment” means, in relation to an employee,

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

C2.3 “Casual Employee” means,

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

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

C3.1 Single Collective Agreement

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

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

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

C3.4 Term of Letters of Understanding

- a) All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.5 Amendment of Terms

- a) In accordance with Section 42 of the SBCBA, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the Central Parties and agreement of the Crown.

C3.6 Notice to Bargain

- a) Where central bargaining is required under the SBCBA, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*, as amended.
- b) Notice to commence bargaining shall be given by a central party:
 - i. within ninety (90) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the Parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.
- d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL GRIEVANCE PROCESS

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

C4.1 Definitions

- i) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.

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

C4.2 Central Dispute Resolution Committee

- i) There shall be established a Central Dispute Resolution Committee (Committee), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- ii) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- iii) The Central Parties shall each have the following rights:
 - a. To file a dispute as a grievance with the Committee.
 - b. To engage in settlement discussions.
 - c. To mutually settle a grievance in accordance with iv) a., below.
 - d. To withdraw a grievance.
 - e. To mutually agree to refer a grievance to the local grievance procedure.
 - f. To mutually agree to voluntary mediation.
 - g. To refer a grievance to final and binding arbitration at any time.
- iv) The Crown shall have the following rights:
 - a. To give or withhold approval to any settlement by CTA.
 - b. To participate in voluntary mediation.
 - c. To intervene in any matter referred to arbitration.
- v) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- vi) It shall be the responsibility of each central party to inform their respective local Parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

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

C4.3 The grievance shall specify:

- i) Any central provision of the collective agreement alleged to have been violated.
- ii) The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii) A detailed statement of any relevant facts.
- iv) The remedy requested.
- v) A grievance under this provision is not invalidated as a result of a technical deficiency under 4.3 i), ii), iii) or iv), above.

C4.4 Referral to the Committee

- i) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- ii) A central party shall refer the grievance to the Committee by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- iii) The Committee shall complete its review within ten (10) days of the grievance being filed.
- iv) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- v) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

- i) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- ii) Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.

- iii) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

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

C5.00 PROVINCIAL BENEFITS PLAN

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

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

C5.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented education workers who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement ("ETFO represented employees").
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with

the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.

- c) Retirees who were previously represented by ETFO, who were, and still are members of a Board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C5.3 Funding

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

information that confirms the cost of the increases, at the ETFO ELHT's expense, should any of the sponsoring parties request it.

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

C5.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H – staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions will be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

C6.00 CENTRAL LABOUR RELATIONS COMMITTEE

- 6.1 The Council of Trustees' Association (CTA) and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- 6.2 The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- 6.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- 6.4 The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

- 6.5 The committee shall include four (4) representatives from ETFO and four (4) representatives from the CTA. The Parties agree that the Crown may attend meetings.
- 6.6 ETFO and CTA representatives will each select one (1) co-chair.
- 6.7 Additional representatives may attend as required by each party.

C7.00 SICK LEAVE

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.

- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a regular/permanent employee is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use any unused sick/short-term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.

e) Short-Term Leave and Disability Plan Top-up

- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iii. 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.

- iv. When employees use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

f) Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment

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

- i. Employees in a Term Assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary, and one hundred and twenty (120) short-term disability days at the start of the assignment. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Employees in a Term Assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Term Assignment compared to the full working year of their classification in accordance with the allocation in (i) above.
- iii. Where the length of the Term Assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iv. An employee on a Term Assignment who works more than one Term Assignment in the same school year may carry forward Sick leave and STLDP from one Term Assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the employee to access sick leave or STLDP.

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a. Family Medical Leave or Critical Illness Leave granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b. The employee will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c. An employee contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d. Seniority and experience continue to accrue during such leave(s).
- e. Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the collective agreement, the employee must agree to provide payment for their share of the benefit premiums, where applicable.
- f. In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with a) to d) below, if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short-term disability plan.

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

- a. The Employer shall provide for a permanent employee who accesses such leaves a

SEB plan to top up their EI Benefits. The employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent employee would normally be paid. The SEB plan pay will be the difference between the gross amount the employee receives from EI and their regular gross pay.

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

C8.3 Maternity Benefits (SEB Plan)

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

week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the employee in accordance with the Board's payroll procedure.

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

APPENDIX A

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

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT # 1

BETWEEN

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

AND

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

AND

The Crown

Re: Status Quo Central Items

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

Issues:

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

LETTER OF AGREEMENT # 2

BETWEEN

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

AND

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

Re: Scheduled Unpaid Leave Plan

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

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

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

- 1) two (2) Professional Activity days in each of the years outlined above that will be made available for the purpose of the SULP.

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

The days will be designated by June 15, of the current school year for the upcoming school year. All interested employees will be required to apply, in writing, for leave by no later than September 30, of the current school year. Approval of the SULP is subject to system and operational needs of the Board and school. Approved leave days may not be cancelled or changed by the School Board or the employee. Half day leaves may be approved, subject to the system and operational needs of the board and school.

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

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

Within the purview of the *Teachers' Pension Act* (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario

Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

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

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT # 3

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

- c. priority for available temporary, casual and/or occasional assignments;
- d. the establishment of a permanent supply pool where feasible; or

- e. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
3. Where complement reductions are required pursuant to declining enrolment, such complement reductions shall occur at a rate not greater than the rate of student loss.
4. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).
5. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
6. Staffing provisions contained in the 2014-2017 collective agreements or the last collective agreement completed between the Parties with regard to surplus, bumping and recall will continue.
7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Assistants/Technicians
 - b. DECEs
 - c. Custodians/Cleaners/Maintenance/Trades
 - d. Instructors
 - e. Counsellors
8. The Parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Agreement expires on August 30, 2022.

**LETTER OF AGREEMENT # 4
BETWEEN**

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

AND

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

AND

The Crown

Re: Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT # 5

BETWEEN

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

AND

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

Re: Professional Activity (PA) Days

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

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

LETTER OF AGREEMENT # 6

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Committees

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

- Ministry Initiatives
- Provincial Working Group on Health and Safety

LETTER OF AGREEMENT # 7

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT # 8

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT # 9

BETWEEN

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

AND

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

Re: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT # 10

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

HISTORICAL APPENDIX OF CENTRAL TERMS- FOR REFERENCE ONLY

LETTER OF AGREEMENT # 15

BETWEEN

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

AND

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

AND

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

AND

The Crown

Re: Benefits

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

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

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

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

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

1.0.0 GOVERNANCE

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

2.0.0 ELIGIBILITY and COVERAGE

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

3.0.0 FUNDING

3.1.0 NEGOTIATED FUNDING AMOUNT, BOARD CONTRIBUTIONS

- 3.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 3.1.2 and 3.1.3 to the Trust Plan Administrator of

the ELHT by the last day of each month from and after the Board's Participation Date.

3.1.2 Upon the Board's Participation Date:

- i) For defined benefit plans, the Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes casual and term employee and retiree costs associated with 2.1.2 and 2.1.3.
- ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the ETFO-EW benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

3.1.3 On the Participation Date, for defined contributions plans, the Board will contribute to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three conditions are met:

- i) there is an in-year deficit,
- ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years, and
- iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,

then the in-year deficit in i) would be paid by the Board associated with the deficit.

If in 2014-15 i) and ii) above apply, and the deficit reduces the reserves and surpluses to zero, then the deficit in 2014-15 will be paid by the Boards.

- 3.1.4 Funding previously paid under 3.1.2 and 2.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 3.1.5 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and the ETFO Provincial Office.
- 3.1.6 With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- 3.1.7 The Trust shall determine employee co-pay, if any.
- 3.1.8 The Board shall be responsible for administering any existing Employee Assistance Programs (EAPs)/ Employee Family Assistance Programs and Long-Term Disability Plans, maintaining current Employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 3.1.9 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 3.1.10 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 3.1.11 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

3.1.12 All amounts determined in this Article 3 shall be subject to a due diligence review by the ETFO-EW. The School Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the ETFO-EW. If any amount cannot be agreed between the ETFO-EW and a School Board, the Parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

3.2.0 START-UP COSTS

3.2.1 The Government of Ontario will provide:

- i) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 3.2.2, to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.
- ii) A one-time contribution to the Trust of 2.6% of annual benefit costs (estimated to be approximately \$181,000), as defined in 3.2.2, to cover start-up costs and/or reserves.

3.2.2 The one-time contributions in 3.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

3.2.3 The Crown shall pay \$80,000 of the start-up costs referred to in s. 3.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$80,000 subject to the maximum amount referred to in s. 3.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 3.2.1 (ii), shall be paid by the Crown on or before September 1, 2016. The funds shall be transferred as instructed by ETFO-EW in accordance with an agreed transfer payment and accountability contract.

3.2.4 On the day the Boards, commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

- 3.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.6 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers’ and employees’ premium share.
- 3.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full-Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 3.2.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 3.2.10 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the Parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

3.2.11 The Trust shall retain rights to the data and the copy of the software systems.

4.0.0 PAYMENTS

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

5.0.0 ENROLMENT

5.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within fifteen (15) to thirty (30) days from their acceptance of employment.

5.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

5.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first thirty (30) days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

5.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

5.5.0 Each Board shall provide updated work status in the HRIS file a minimum of two (2) weeks in advance of the leave or within the first fifteen (15) days following the start of the absence.

6.0.0 ERRORS AND OMISSIONS RELATED TO DATA

6.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.

6.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

6.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the

provincial benefit plan(s). Such requests shall not be made more frequently than twice in any twelve (12) month period.

- 6.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon thirty (30) days written notice.

7.0.0 CLAIMS SUPPORT

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

8.0.0 PRIVACY

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

APPENDIX A – HRIS FILE

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

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

PART B – LOCAL TERMS

L1.00 PURPOSE

- L1.1 It is the intent and purpose of the Parties to maintain harmonious relationships between the Board and the Members in the Union and to co-operate to the fullest extent in an endeavour to provide the best possible educational service.
- L1.2 This Agreement sets forth certain of the conditions of employment together with the salaries and allowances, which apply, to the Members who are covered by the Agreement.

L2.00 RECOGNITION

- L2.1 The Renfrew County District School Board (hereinafter referred to as the Board) recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as the Union) as the bargaining agent for all School Support Counsellors employed by the Board, save and except any employed as a Native School Support Counsellor.
- L2.2 No person covered by a Teacher Collective Agreement shall be covered by this Agreement. However, a person who is covered by a Teacher Collective Agreement in respect of part-time employment with the Board and who is accepted by the Board for additional employment as a School Support Counsellor shall be covered by this Agreement in respect to such employment as School Support Counsellor.
- L2.3 The Local will inform the Board from time to time of who is authorized to act on behalf of the Local.
- L2.4 The Board recognizes the right of the Local to receive assistance from the Union, or any other duly authorized agent, to assist in all matters pertaining to the negotiation, interpretation, administration and application of this Agreement.
- L2.5 The Union recognizes the right of the Board to receive assistance from the Ontario Public School Boards' Association or any other duly authorized representative to assist in all matters pertaining to the negotiation, interpretation, administration and application of this Agreement.

L3.00 DEFINITIONS

- L3.1 **Employee** means a School Support Counsellor employed by the Board.
- L3.2 **Board** means Renfrew County District School Board.
- L3.3 **Union** means The Elementary Teachers' Federation of Ontario (E.T.F.O.).
- L3.4 **Local** means the E.T.F.O. Renfrew District School Support Counsellors' Local.
- L3.5 **Member** means a Member of the E.T.F.O. Renfrew District School Support Counsellors' Local employed by the Board as a School Support Counsellor.
- L3.6 **School day** has the same meaning as in the Education Act.
- L3.7 When the context so requires, the singular shall include the plural and the masculine shall include the feminine.
- L3.8 **Casual Employee** means an employee replacing a Permanent, Probationary or Temporary Employee who is absent for a period of less than ten (10) school days. A Casual Employee shall be paid at the minimum of Category B and shall not be entitled to Benefits, Sick Leave or Special Leave.
- L3.9 **Temporary Employee** means an employee replacing a Permanent or Probationary Employee who is absent on a leave pursuant to this Agreement for a period of ten (10) consecutive school days or more and not to exceed two (2) school years. The Board may hire a Temporary Employee to perform a specified assignment for a period of time not to exceed six (6) months. For a pre-determined assignment of four (4) months or more, a temporary employee shall be entitled to Benefits pursuant to Article L11.00. For an assignment without a pre-determined length of time, a temporary employee shall be entitled to Benefits pursuant to Article L11.00 after a period of four (4) months. A Temporary Employee shall be paid according to his/her qualifications and recognized experience retroactive to the first (1st) day that the assignment began. A Temporary Employee shall be entitled to Sick Leave and a maximum of two (2) days of unpaid Special leave days.
- L3.10 **Permanent Employee** means an employee who has completed the probationary period pursuant to Clause L10.2.
- L3.11 **Probationary Employee** is an employee hired to a permanent position and who has not completed the probationary period pursuant to Clause L10.2 and does not include a Casual Employee or a Temporary Employee.

L4.00 EFFECTIVE PERIOD AND RENEWAL

[\(Reference Central Terms C3.00\)](#)

- L4.1 This Agreement shall be effective for the period in C3.2 in accordance with the School Boards Collective Bargaining Act, 2014, as amended. Following a notice to bargain centrally, either Party may request to meet to negotiate a renewal of local terms. If notice is given, the Parties shall meet within fifteen (15) calendar days from giving of notice or as otherwise agreed upon by the Parties.
- L4.2 There shall be no strike or lockout during the term of this Agreement or any renewal of this Agreement. The terms strike and lockout shall be defined as in the Ontario Labour Relations Act.
- L4.3 In the event of a strike by other Board employees representatives of the Board will meet with representatives of the Union to discuss the impact of the strike on the Union's membership.
- L4.4 It is understood and agreed that, in event that a new Agreement has not been reached by the date of expiry of this Agreement, all the terms and provisions of this Agreement shall continue in force and effect until such time as it is superseded by a new Agreement, except as may be otherwise provided for in the Labour Relations Act.
- L4.5 This document constitutes the entire Agreement between the Local and the Board. Any amendments to the Articles defined herein shall be in writing and by mutual consent of the Parties.

L5.00 RIGHTS AND RESPONSIBILITIES

- L5.1 Each of the Parties agree that there shall be no discrimination, interference, restraint, or coercion exercised or practised upon School Support Counsellors because of membership in the Local.
- L5.2 The Union acknowledges the right of the Board to manage the affairs of the Board and the Board agrees that its rights and responsibilities shall be exercised in a manner that is non-discriminatory and consistent with this Agreement and the prevailing statutes in Ontario.
- L5.3 The Board agrees not to penalize or discriminate against any Member for participating in the lawful activities of the Union, including exercising any rights under this Agreement or the prevailing statutes of Ontario.

L5.4 Upon written request, the Board shall provide the Union with any data relevant to the negotiations and administration of this Agreement. Unless otherwise agreed by the Board and Union, the Board shall provide the requested data within ten (10) school days if available.

L5.5 Legal Liability

For employees having any legal proceeding brought against them for libel or slander in respect of any statements relating to the employment, suspension, or dismissal of any person by the Board, published at a meeting of the Board or a committee thereof, or for assault in respect of disciplinary action taken in the course of duty, the Board shall pay the legal costs of any part thereof incurred by such employees in successfully defending such legal proceeding as referred to above. If found guilty, the member shall bear said legal expenses.

L5.6 Access to Board Minutes

The Board shall provide to the Local the agenda for any Board meeting two (2) days prior to the meeting. The Board shall post minutes of Board meetings on the Board's website.

L6.00 CHECK-OFF

L6.1 All School Support Counsellors shall, as a condition of employment, maintain membership in the Local or join the Local within thirty (30) calendar days after the signing of this Agreement and remain Members in good standing. All new School Support Counsellors shall, as a condition of employment, join the Local within thirty (30) calendar days and remain Members in good standing.

L6.2 The Board shall deduct for every pay period and for each Member, union dues and assessments. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.

L6.3 (a) Dues and assessments deducted in accordance with L6.2 shall be forwarded to the General Secretary, 136 Isabella Street, Toronto, ON M4Y 0B5, within thirty (30) days of the dues and assessments being deducted. The first remittance in September of each year shall be accompanied by a list showing the names, addresses, wages earned, dues and assessments deducted. Subsequent remittances will be accompanied by a list showing changes from the previous month. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form. A copy of the dues and assessments list shall be forwarded to the President of Local at the same time.

(b) Twice annually at mutually agreed upon times, the Board will forward to the Union a confidential list showing: Names, Board Email Address, FTE, Salary, Member Status, Member Leave Status, and MIDENT.

- L6.4 The Board shall deduct for every pay period for which an employee receives pay, the local dues as determined by the Members of the Local at an Annual General Meeting.
- L6.5 Dues deducted in accordance with L6.4 shall be forwarded to the Treasurer of the Local, within thirty (30) calendar days of being deducted. The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned and assessments deducted.
- L6.6 Providing the Board's Payroll System can readily do so and providing the Union and Provincial Income Tax Regulations so permit, the Statement of Remuneration (T-4 Income Tax Slip) provided each year by the Board, shall indicate the amount of dues and assessments paid by each employee during the previous year.
- L6.7 The Union shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of deductions authorized by the Union.

L7.00 GRIEVANCE AND ARBITRATION PROCEDURE

L7.1 Definition

Any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable, may be subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

L7.2 Individual Grievance

Step 1

Any complaint relating to the interpretation, application, administration or alleged violation of the Agreement may be discussed by the Local with the principal or immediate supervisor. Such a complaint shall be brought to the attention of the principal or immediate supervisor within twenty (20) days after the Local becomes aware of the circumstances giving rise to the complaint. The informal discussion shall be completed within five (5) days unless otherwise mutually agreed. Failing resolution of the complaint by informal discussion, the Local may lodge a grievance.

Step 2

If no settlement is reached the grievance(s) must be submitted in writing to the Director of Education or designate within ten (10) school days from the response from the principal, immediate supervisor or designate. Within ten (10) school days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Director of Education or designate. The Director of Education or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

Step 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response from the Director of Education or designate under the terms established in Section 49 of the Labour Relations Act (which may be amended from time to time) or under the terms established for arbitration pursuant to L7.7.

L7.3 Policy Grievance

The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement.

- L7.4 Any grievance which is not commenced or carried through to the next stage of the grievance procedure within the time specified shall be decreed to have been abandoned and no further action can be taken with respect to such grievance. The time limits specified in this Article may be extended by mutual agreement in writing between the Parties to this Collective Agreement. If the stipulated time limits are not met by the Party against whom the grievance is being lodged, the grievor or Party shall have the right to appeal the grievance to the next level of the procedure.

L7.5 Discharge Grievance

Where a Member has received a termination notice for 'Just Cause', the Member may file a grievance within ten (10) school days of the written notice of termination.

L7.6 Grievance Mediation

Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure.

L7.7 Arbitration

Either Party may, after exhausting the grievance procedure, notify the other Party in writing indicating the name of its appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other Party of

the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.

L7.8 Decision of the Board of Arbitration

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

L7.9 Expenses of the Arbitrator or Board of Arbitration

Both Parties agree to pay the fees and expenses of the Parties respective appointees and one-half (1/2) of the fees and expenses of the Chair of the Arbitration Board.

L7.10 Single Arbitrator

Where both Parties agree, a single arbitrator may be substituted for a Board of Arbitration. In such case the Parties shall endeavour to agree on the selection of the arbitrator, and in the event that they fail to do so, the Minister of Labour for Ontario will be asked to make the appointment.

L8.00 REPRESENTATION

L8.1 The Board agrees that it will deal solely with the duly authorized agents of the Union/Local in all matters pertaining to the administration and interpretation of the Agreement. In order that this may be carried out, the Local will supply the Board with the names of its officials and committee members. Similarly, the Board will, if requested, supply the Local with a list of personnel authorized to deal with the Local.

L8.2 All correspondence between the Parties arising out of this Agreement shall pass to and from the Director of Education or designate, and to and from the President of the Local or designate.

L8.3 In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the right of the Local to appoint or elect representatives whose duties shall be to assist any Member of the Bargaining Unit in preparing and presenting in accordance with the Grievance Procedure. These representatives shall take no time from their employment with the Board to carry out these duties without prior written authorization of the Board. The

Local shall reimburse the Board for any time taken for authorized Union activities.

- L8.4 Unless otherwise agreed, all negotiation meetings shall take place outside normal school hours. Should negotiations take place during the school day, the Board shall release up to three (3) Members of the Local negotiation committee with no loss of salary, benefits, experience or any other provision in the Collective Agreement and at no cost to the Local.
- L8.5 Subject to application for the use of a school facility in accordance with Board Policy governing the use of Board Facilities, the Local shall be allowed to carry out Union business on the Board's premises outside of normal school hours.
- L8.6 The Board recognizes that occasionally it may be necessary for executive officers of the Union Local to be absent from their duties in order to attend to Union matters. Leave without loss of salary or deduction of sick leave credits, up to a maximum of twenty (20) days in any school year, shall be granted to executive officers of the Union following a written request from the Union concerned. The Union shall reimburse the Board for actual salary and benefit costs of the employee if replaced during absence.

Union Local President

In addition to the time outlined above, the President of the Local shall be entitled to leave, up to sixty (60) days in any school year with pay for Union duties. The conditions applicable are:

- (a) The Union shall reimburse the Board for the actual salary and benefit costs of the President where the absence exceeds forty (40) days.
 - (b) The time spent on such leave shall be considered for experience and seniority purposes.
 - (c) Subject to Article L16.00, the President shall retain the right to return to the same position from which the leave was granted or to another position by mutual agreement between the President and the Board.
 - (d) The President's sick leave account will be credited and deducted with sick leave as if the President were at work.
- L8.7 The Union shall reimburse the Board for any casual coverage costs incurred. Additional days may be granted with the approval of the Superintendent of Human Resources.
 - L8.8 When the Board requests a meeting with the Union during regular school time, the Union representative(s) shall incur no loss of pay for the time spent in such meetings or negotiations with the Board.

L8.9 Leave for Public Office

The Board shall grant leave of absence without pay to an employee for the purpose of campaigning for or serving for the first term as a member of the Legislative Assembly of Ontario, the House of Commons or the local council of a municipality. Leave for subsequent terms may be granted by the Board. The employee shall continue to accumulate seniority for the period of leave. Employees on leave may elect to pay full benefit premiums to keep their coverage in effect.

L8.10 Unpaid Leave for Federation Office

The Board shall grant an unpaid leave of absence to an employee who holds a position with the Union at the Provincial level. The employee will continue to accumulate seniority for the period of the leave.

L9.00 CLASSIFICATION

L9.1 School Support Counsellors, for the purposes of remuneration, shall be classified under the following categories:

- B: Successful completion of a relevant two year community college program;
- C: Successful completion of a relevant three year community college program or a relevant university degree program;
- D: Successful completion of relevant four year university degree program.

A member shall move from Classification B to Classification C or from Classification C to Classification D when they have provided official documentation to the Employer to demonstrate the successful completion of 400 instructional hours or the equivalent of one full year of relevant college or university study in addition to qualifications on file that were used in the initial placement on the grid.

Furthermore, employees will provide the Board with notification of intent to enrol in a course and the Board shall indicate to the employee when the potential course is deemed relevant. This communication from the Board shall be binding.

- L9.2 (a) No employee who was in the bargaining unit on January 1, 1992 shall have any change in Category due to the implementation of Clause L9.1.
- (b) An employee not holding the qualifications set out in Clause L9.1, who was employed by the Board on January 1, 1992 in a bargaining unit

position and who maintains continuous employment with the Board in a bargaining unit position shall be deemed qualified for bargaining unit positions.

L10.00 SALARY

L10.1 The Board shall pay rates of remuneration in accordance with the following:

(a)	Effective September 1, 2019			Effective September 1, 2020			Effective September 1, 2021		
Years	B	C	D	B	C	D	B	C	D
0	37,815	38,716	39,617	38,193	39,103	40,013	38,575	39,494	40,413
1	39,517	40,518	41,514	39,912	40,923	41,929	40,311	41,332	42,348
2	41,306	42,317	43,337	41,719	42,740	43,770	42,136	43,167	44,208
3	42,921	43,991	45,067	43,350	44,431	45,518	43,784	44,875	45,973
4	44,590	45,717	46,833	45,036	46,174	47,301	45,486	46,636	47,774
5	46,358	47,570	48,782	46,822	48,046	49,270	47,290	48,526	49,763
6	47,950	49,243	50,539	48,430	49,735	51,044	48,914	50,232	51,554
Max	49,149	50,473	51,800	49,640	50,978	52,318	50,136	51,488	52,841

(b) An employee covered by Clause L9.2 (b) shall be paid

\$40,003	\$40,403	\$40,807
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(c) An hourly rate can be determined from any of the rates shown in (a) to (b) inclusive by dividing the rate in question by the product of the number of school days in the school year within which the rate falls for the time of application and the normal daily maximum hours of work set out in Clause L14.2 with the result of this division rounded to two (2) decimal places.

L10.2 All newly hired employees, other than Temporary or Casual employees, shall be subject to a probationary period of ten (10) months. During the probationary period, the employee shall be entitled to all rights and benefits of the Collective Agreement except seniority.

L10.3 In establishing the initial salary of an employee, the employee shall be given full credit for previous related work experience with the Board or another employer. Such credit shall include direct client service delivery.

L10.4 All employees employed by the Board as of January 1, 1992 shall have all previous experience with the Board counted as experience for salary purposes to the maximum experience allowed.

L10.5 (a) Annual increments are effective on anniversary date of the employee's appointment to the Board as a probationary employee.

- (b) A change in qualifications does not represent a change in anniversary date for increment purposes.

L10.6 The method of payment shall be bi-weekly.

L10.7 Except in extraordinary circumstances, all payments made under Article L10.00 shall be made by the method known as “direct deposit”.

L10.8 Each employee shall open one account with a Bank or other financial institution, which is prepared to accept electronic funds transfers. If the institution is one which requires a greater period of time than is normal for an electronic funds transfer between Locales of two unrelated Schedule A Canadian Chartered Banks, the employee acknowledges that the Board has no liability for a failure to deposit a payment by a date specified in Clause L10.6 above. Upon request, the Board will verify through its Bank whether a specific financial institution claiming to accept electronic funds transfers within the time period that is normal for an electronic funds transfer between Locales of two unrelated Schedule A Canadian Chartered Banks does or does not.

L10.9 Each employee shall supply a sample void cheque with proper electronic coding for the account to which salary deposit is to be made. No payments can be made until this information has been supplied.

L10.10 Anytime an employee changes accounts to which salary is to be deposited, the provisions of L10.9 shall apply. Unless an employee moves principal residence from one community to another, a maximum of one (1) change of account for deposit will be accepted in any one (1) school year. An additional change of account for deposit will be accepted if there is a change in principal residence during the school year. Any change in account must be received by the Board’s Payroll Department at least two (2) weeks before the change is to be effective.

L10.11 The Board reserves the right to pay by cheque any time. The Board reserves the right to pay by cheque if it finds major difficulties with the process or upon three (3) months advance written notice to the Local where the Board has determined the system must revert to a cheque based system.

L10.12 The Board shall issue the Record of Employment by July 5th.

L11.00 BENEFITS

L11.1 Enrolment in the ETFO Employee Life Health Trust (ELHT) is subject to any exceptions provided by the carrier.

L11.2 The Board agrees to administer a long-term disability insurance plan. The only Board contribution is administrative.

L11.3 (a) The Board agrees to a full disclosure of all details of the operation of the plan(s) that the Board administers to the Local. Further agrees to provide the President of the Local with a complete copy of the master contract for each of the Benefit plans in operation under this Agreement within two (2) months of the ratification of the Collective Agreement.

(b) The Board will send employment data according to the timeline and format set by the ELHT administrator.

L12.00 PENSION PLAN

L12.1 All eligible employees must enrol in the Ontario Municipal Employees Retirement Pension Plan (OMERS) upon employment with the Board.

L12.2 Each employee shall contribute to the Plan based on the formula established by OMERS. The Board shall contribute an amount as per the OMERS Regulations.

L13.00 STATUTORY HOLIDAYS AND VACATIONS

L13.1 (a) The Board recognizes the following holidays:

New Year's Day;
Family Day;
Good Friday;
Easter Monday;
Victoria Day;
Labour Day;
Thanksgiving Day;
½ day before Christmas Day;
Christmas Day;
Boxing Day;
½ day before New Year's Day.

(b) Each employee shall receive 4.25% (four and one-quarter percent) of the salaries stipulated in Article L10.00 as pay for the holidays listed in Clause L13.1 (a) in addition to the salaries stipulated in Article L10.00.

- (c) When any of the holidays which are named in Clause L13.1 (a) fall on a Saturday or Sunday and are proclaimed as being observed on some other day, said other day shall be the holiday for the purposes of Clause L13.1.
 - (d) When any of the holidays listed above, after application of Clause L13.1 (c), falls on a non-working day, no other day shall be designated as the holiday.
- L13.2 (a) An employee shall be entitled to vacation pay (paid with each pay period) as follows:
- | <u>Length of continuous service
as of the following July 31st</u> | <u>Vacation Pay</u> |
|----------------------------------------------------------------------------------|---------------------|
| Less than 3 years | 4% |
| 3 years and over, but less than 10 years | 6% |
| 10 years and over, but less than 15 years | 8% |
| 15 years and over, but less than 20 years | 8.8% |
| 20 years and over | 10% |
| 30 years and over | 12% |
- (b) A lay-off and recall since January 1, 1992 do not constitute a break in service. The period of time on lay-off does not count towards service.
 - (c) Notwithstanding Clause L13.2 (b), a temporary lay-off over the summer months does count toward service.
 - (d) Vacation pay shall be denoted separately on the pay stub.
 - (e) There is no vacation with pay.

L14.00 HOURS OF WORK

- L14.1 Employees will work those days determined by the Board to be school days.
- L14.2 The normal daily maximum hours of work will be seven (7) hours. The normal weekly maximum hours will be thirty-five (35) hours. The normal work day is between 7:30 a.m. and 4:30 p.m. Scheduling of hours to be by mutual consent with principal and employee.
- L14.3 Each employee shall be permitted on a daily basis a fifteen (15) minute paid rest period in each half of the employee's scheduled hours of work.
- L14.4 Each employee shall be permitted an uninterrupted unpaid lunch break of at least forty (40) minutes.

- L14.5 An employee whose work assignment involves two or more work locations shall not be expected to travel between work locations during the lunch break.
- L14.6 (a) Overtime consisting of hours in excess of the employee's scheduled workday or work week but less than the normal maximum hours set out in Clause L14.2 shall be compensated at the employee's regular hourly rate.
- (b) Overtime consisting of hours in excess of the normal maximum hours set out in Clause L14.2 shall be compensated at the employee's regular hourly rate.
- (c) Overtime must be approved, in advance by the School Principal.
- (d) There will be no compensation for overtime which has not been approved in accordance with (c) above.
- (e) Approved overtime can be used as banked time in lieu of being paid overtime, on a non-instructional day which is mutually agreed upon by the principal and employee.
- L14.7 On a teacher professional activity day, an employee shall be paid for the employee's scheduled work day.

L15.00 VACANCIES

- L15.1 (a) When a position within the Bargaining Unit becomes vacant or a new position within the Bargaining Unit is created, a notice of vacancy shall be posted electronically and in each work location for at least five (5) calendar days before the vacancy is filled. Such notice will describe the nature of the assignment, job classification, location, full-time or part-time, starting date, specific education or other skills required, and person to whom application is directed. A copy of such notice shall be provided to the Local President.
- (b) Notwithstanding (a) above, the Board reserves the right to not fill any position.
- (c) The Board agrees to advise the Local President, in writing, of all appointments, hirings, transfers, changes in hours, lay-offs, leaves of absence, recalls and terminations within the Bargaining Unit.

- L15.2 (a) A notice of vacancy shall be posted internally prior to advertising externally. The closing date for applications will be not less than five (5) working days after the date of posting.
- (b) Subject to being qualified, all employees subject to recall under Clause L16.9 and permanent employees who express an interest will be offered positions according to seniority and up to entitlement when filling a vacancy. This provision is applied prior to any rights under Clause L16.9 (f). For clarity, when a position is temporary (i.e. maternity leave, medical leave, or a position with special Ministry funding) and the temporary position is less than eight (8) months in duration, permanent members who apply and are not subject to recall will only be released from their current position with the mutual consent of the employee and the Board.

Vacancies resulting from a permanent employee accepting a temporary position (i.e. maternity leave, medical leave or a position with special Ministry funding) shall be advertised externally with the understanding that L16.9 (f) still applies.

- (c) Subject to being qualified, probationary employees shall be given preference over external hires for any vacancy that exists following the completion of hiring under Clause L15.2 (b).

L15.3 Where an employee temporarily replaces another employee who is on a leave for a specific period of time, then at the end of that time the replacing employee shall be returned to the position formally held.

- L15.4 (a) The Board will establish a transfer list.
- (b) Any employee wishing a transfer shall inform the Superintendent responsible for Human Resources in writing and copy the President. In order to be considered for a transfer during spring staffing, members shall notify the Board by March 1st. The written notice will include schools or family of schools to which a transfer is desired; the notice will also indicate whether a change in hours is sought and, if so, what change is being sought. Employees requesting a transfer can only access a vacancy on the information listing. Requests are accessed based on seniority and entitlement.
- (c) An employee on the transfer list shall be automatically considered when a posting is posted under Clause L15.1 for a school included in the employee's list of schools.

- (d) An employee's name will be removed from the transfer list upon written request to the Superintendent of Human Resources.

L16.00 SENIORITY AND LAY-OFF

- L16.1 (a) Seniority shall mean the length of continuous service in the employ of the Board since date of hire. This shall be called the "seniority date". Unless specifically otherwise provided, no approved absence (with or without pay) shall constitute a break in continuous service for the purposes of seniority.
- (b) Where a provision of this Agreement provides that a period of time shall not count towards seniority or that seniority shall not accrue or accumulate during a period of time, the seniority date shall be adjusted to reflect such period(s) of time. This adjustment shall be done by moving the seniority date towards the present by the number of calendar days in said period(s) of time.
- (c) Where a provision of this Agreement provides that a period of time or a portion of a period of time which would otherwise not count towards seniority or during which seniority would not accrue or accumulate shall be included in seniority, the seniority date shall be further adjusted following application of (b) above to reflect such period(s) of time. This adjustment shall be done by moving the seniority date away from the present by the number of calendar days in said period(s) of time.
- (d) Except as provided in Clause L16.5, time on lay-off shall accrue towards seniority.
- (e) Ties shall be broken by lot at the time the tie first occurs.
- (f) For employees hired prior to January 1, 1992, the seniority date shall be computed using the above rules except broken service will be included unless the reason for the break in service was a resignation (or deemed resignation) by the employee or the period of break exceeds the time set out in Clause L16.5 (d).
- L16.2 (a) During the probationary period set out in Clause L10.2, the employee shall have no seniority and no right of access to the procedures in this Article.
- (b) A Temporary or Casual employee shall not acquire seniority unless said employee becomes permanent immediately following the temporary or

casual assignment in which case seniority shall date back to the start of the temporary or casual assignment.

- L16.3 Each employee with seniority shall appear on a Seniority List in order of decreasing seniority.
- L16.4 (a) The Board shall publish the Seniority List by January 31st of each year. Copies of the Seniority List shall be posted in each location where employees named on the Seniority List are employed.
- (b) The Local President shall be provided with a copy of the Seniority List. The Local President shall have twenty (20) school days to submit, in writing, any objections to the Seniority List. At the end of this time, if no objections have been submitted, in writing, the Seniority List shall be accepted as final and complete until the publication of a new Seniority List.
- (c) Where objections have been submitted, in writing, the balance of the Seniority List is final and complete until the publication of a new Seniority List.
- (d) A revision to a Seniority List to satisfy an objection does not constitute a new publication of the Seniority List.
- (e) The Seniority List may be published at other times by mutual agreement between the Local and the Board. In such a case the Parties shall determine the length of time, if any, to submit, in writing, objections.
- L16.5 An employee shall lose all seniority and shall have employment terminated in the event that the employee:
- (a) resigns;
- (b) is discharged for just cause and not reinstated;
- (c) fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered or certified mail to do so unless through illness or other just cause;
- (d) is laid-off for a period longer than two (2) years;
- (e) fails to return to work after completion of a leave of absence (with or without pay) which was granted by the Board unless a reasonable explanation is submitted and accepted by the Board;

- (f) utilizes a leave of absence for purposes other than those for which the leave of absence was granted by the Board unless a reasonable explanation is submitted and accepted by the Board;
- (g) accepts permanent full-time employment with another employer;
- (h) the two (2) year period in (d) above is extended to three (3) years if the employee remains a permanent resident of Renfrew County (or the same residence as at the time of lay-off if not a resident of Renfrew County at the time).

L16.6 (a) Lay-off process shall commence under any one of the following circumstances:

- the elimination of an employee's assignment; or
- the reduction of an employee's assignment; or
- the increase of an employee's assignment.

(b) Written notice of lay-off shall be by registered mail, certified mail or hand delivery, and the following notice periods shall apply.

Employees on probation.....Five (5) days;
 Employees with one (1) or more years of service
 and less than three (3) years of serviceTen (10) days;
 Employees with three (3) or more years of
 service and less than four (4) years of service.....Fifteen (15) days;
 Employees with four (4) or more years of service
 and less than five (5) years of serviceTwenty (20) days;
 Employees with five (5) or more years of service
 and less than six (6) years of serviceTwenty-five (25) days;
 Employees with six (6) or more years of service
 and less than seven (7) years of serviceThirty (30) days;
 Employees with seven (7) or more years of
 service and less than eight (8) years of serviceThirty-five (35) days;
 Employees with eight (8) or more years
 of serviceForty (40) days.

The times referred to in (b) are days worked by the employee before the termination is effective. If the employee is terminated and has not had the opportunity to work during the notice period, the employee shall be paid in lieu of work for that part of the period work was not available.

- (c) The Board agrees that no employee on staff shall be laid-off, have the hours of work reduced or be relocated as a result of contracting out work customarily performed by an employee covered by this Agreement.

L16.7 Displacement Process Period

The Displacement Process Period shall commence the first day that a notice of lay-off is issued and shall conclude when the least senior employee, subject to being displaced, has been placed in a position or on the recall list. Positions that become available during the displacement process by the movement of staff shall be included as an available assignment during the displacement process. A vacancy pursuant to L15.1 (a) which occurs during the displacement period that is a new position or a position created by the retirement or resignation of a member shall not be posted until the end of the displacement period. Any positions not filled during the process will also be posted at the end of the displacement period.

L16.8 Displacement Process

An employee who is provided with notice of lay-off can accept the lay-off or if a permanent employee may choose to bump another employee or employees with lesser seniority subject to the following conditions:

- (a) An employee cannot increase actual hours by displacing.
- (b) An employee cannot displace by severing part of an assignment in a school unless the employee is using a portion of a position that matches her/his entire full time equivalent. It is understood that this cannot result in the assignment being shared by more than 2 school support counsellors.
- (c) An employee can displace more than one position provided it does not require the reorganization or the severing of any position as a result.
- (d) The most senior employee who is given notice of lay-off must notify the Human Resources Department, in writing, within five (5) school days [or within five (5) weekdays when displacing occurs outside the school year] that displacing is intended and clearly identify the position(s) to be displaced including name(s) of the incumbent employee(s). Any employee who has less seniority than the most senior employee who is given notice of lay-off shall be requested, in writing, by the Human Resources Department to indicate displacing selections in the event that employee is displaced by an employee with greater seniority.
- (e) The request of the Human Resources Department will provide the deadline for employee(s) providing selections to the Human Resources

Department. An employee who fails to meet any timelines in the Clause without a reasonable explanation to the board loses the right to displace.

- (f) An employee shall maintain his/her total percentage entitlement whether in a single or combined assignment(s):
 - i.e. 50/50 or 80/20 equals 100%
 - 50/20 equals 70%
- (g) An employee whose assignment(s) has been displaced may choose an assignment/vacancy as per L16.7 and L16.8 up to their entitlement according to seniority.

L16.9 Recall

- (a) There shall be a recall list comprised of employees who have accepted a lay-off or any employee who has not displaced into a position or positions equivalent to his/her entitlement. During the displacement period, recall creates a right based on entitlement and seniority. Outside the displacement period recall rights are exercised by applying for a vacancy pursuant to Clause L15.1 (a).
- (b) A recall cannot include severing part of an assignment in a school unless the person being recalled is using a portion of a position that matches his/her full time equivalent and the result will not be more than two school support counsellors at any one location.
- (c) The employee shall keep the Board informed of any change of address.
- (d) The Board shall notify an employee on a recall list of any position being posted (in accordance with Clause L15.1) to which the employee has a recall right. This notice shall be by internal electronic posting.
- (e) The employee may exercise the recall right within the time period outlined in the posting. The application shall clearly indicate a recall right is claimed.
- (f) An employee with a recall right shall have priority over other applicants who are probationary employees, temporary employees, casual employees and external applicants. Where more than one employee with a recall right applies, placement shall be in order of decreasing seniority. When only one employee with a recall right applies, he/she shall be deemed to be the successful applicant. These provisions are applied after any rights under Clause L15.2 (b).

- (g) A laid-off employee who is recalled must repay any severance allowance paid or the employee cannot be recalled.
- (h) Severance Pay
On August 31st, any member covered by this Agreement who has employment terminated because of redundancy may choose to receive a severance allowance in accordance with the Employment Standards Act.
- (i) The Board must provide the President a list of all employees on the recall list no later than 30 days after staffing.

L16.10 Notwithstanding L16.9, where an employee accepts an assignment of a lesser percentage entitlement, the employee shall maintain the right of first refusal, subject to seniority provisions, to future vacant assignments of equal percentage entitlement to the original position from which the employee was displaced.

L17.00 JOB SHARING AND JOB EXCHANGE

- L17.1 Two (2) employees may choose to share a single assignment for a school year provided the following requirements are met:
- (a) Job sharing may take the form of sharing on a time basis approved by the employees, the immediate supervisor, and the Director of Education or designate.
 - (b) At least one (1) of the employees proposing a shared year must be assured a full-time position which will be available to share in the applicable year. This does not require the Board to create a position or to modify any position.
 - (c) Written application shall be made to the Director of Education or designate on/or before April 30th in the year prior to entering the plan the following school year. Permission to share a position may only be granted by the Director of Education or designate.
 - (d) At the time of approving the plan, agreement in writing shall be reached on the end of the Job Sharing. The date may be extended by mutual agreement between the employees and the Director of Education or designate.
 - (e) Written acceptance or refusal of the application by the Board shall be forwarded to the employees by May 30th in the same year in which the application was made.

- (f) The following conditions shall pertain during and following the year of sharing the position as indicated.
 - i. The salary paid to each employee shall be a prorated portion of the salary the employee would have earned as a full-time employee for the applicable year. The pro-ration shall be in accordance with the division of duties of the full-time position and shall be agreed upon by the employees concerned and the Director of Education or designate before permission is granted.
 - ii. An employee in a job sharing plan shall have benefits and sick leave credits pro-rated in relation to what the employee would receive as a full-time employee.
 - iii. Where there is any difference in the level of benefits for a part-time employee and the benefits the employee would have been eligible for if the job sharing had not occurred, subject to any conditions of the carriers, the employee may maintain benefits at the level that would have existed had the job sharing not occurred. The employee shall be responsible for any premium cost to do so. The Board percentage of contribution to benefits shall be as required for an employee working that percentage of full-time.
- (g) If positions with the same percentage of full-time as the two (2) employees held upon entering the job sharing are not available, at the end of the job sharing, the provisions of Article L16.00 shall apply.

L17.2 Request for job exchange will be considered on an annual basis after the conclusion of the displacement process outlined in Article L16.00. Application requesting approval for job exchanges should be submitted to the Board no later than five (5) days after the conclusion of the displacement process or by May 30th if there is no displacement process for the exchange to be effective the start of the following year.

L18.00 SICK LEAVE

[Reference Central Terms C7.00](#)

L18.1 Personal Illness

Each employee shall be entitled to salary notwithstanding absence from duty on account of sickness certified to by a physician or on account of acute inflammatory condition of the teeth or gums certified to by a licentiate of dental surgery.

L18.2 Sick Leave Account

- (a) Each employee's sick leave account shall be debited for the number of days absent due to personal illness and/or medical and dental appointments and for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year commencing September 1st. Any overdrawing of the sick leave account is subject to recovery by the Board.
- (b) All payments to employees under sick leave shall be computed on the basis of the rate of regular day's salary such employee is, or would be, receiving at the time the absence occurs.
- (c) Upon any change in employment status (such as change in percentage of full-time worked, number of days per week or number of weeks worked, termination) the credit under (a) above for the current year shall be adjusted.

L18.3 (a) Absence due to personal illness of three (3) consecutive school days or less and not exceeding a total of ten (10) school days in any one (1) year do not normally require medical certification. However, at the Board's discretion, a medical certificate may be required for any lesser period of absence.

- (b) A certificate when required under (a) above shall be furnished to the principal or other immediate supervisor and shall clearly certify to the inability of the employee to attend to duties due to personal illness or acute inflammatory condition of the teeth or gums.
- (c) For absences in excess of ten (10) school days, but of three (3) months or less, a certificate shall be submitted to the Superintendent of Human Resources or designate. If the absence is for a period in excess of three (3) months, the Board may require that it be certified by a doctor chosen by the Board at the Board's expense.
- (d) Where the frequency of incidental absence becomes a concern to the Board, the employee may be required to have a medical examination by a doctor chosen by the Board at the Board's expense.

L18.4 An employee who is absent due to an illness or injury which is compensable by the Workers' Safety Insurance Board shall be entitled to supplement such

compensation up to the full salary of the employee, without deduction from sick leave for a maximum of up to four (4) years and six (6) months.

L19.00 SPECIAL LEAVE

- L19.1 (a) (i) Each employee may be granted leave of absence for reasons other than illness without deduction of salary subject to approval by a person or persons designated by the Board. Application for Special Leave shall be made through the Principal. Any such absences shall be chargeable to the employee's Special Leave account and are subject to sufficient leave credits being in the employee's Special Leave account.
- (ii) Maximum of three (3) days for deployment of spouse (for six [6] months or more) where spouse is deployed to an active war zone.
- (b) Generally, Special Leave is granted for such reasons as:
- university graduation exercise (including graduation from a 2 or 3 year college program) for employee or members of immediate family;
 - funeral of relative other than those qualifying for Bereavement leave or close friend;
 - sudden illness of family member;
 - taking family member to doctor or hospital;
 - appointment with lawyer or other professional which cannot be arranged outside working hours;
 - household emergencies where physical property or goods of employee are at risk due to weather or other hazards;
 - marriage of employee's children or children of employee's spouse;
 - transportation emergencies;
 - other family responsibilities such as need to make unexpected alternative care arrangements and attendance at minor child's school.
- (c) In (b) above:
- (i) "immediate family" means spouse (including common law or same sex partner), parent, parent-in-law, or child;
- (ii) "family member" means spouse, parent, parent-in-law, minor child, person living within household for whom the employee has

responsibility or adult child where the employee takes on major care giving responsibilities.

- (d) In all cases employees are expected to minimize the amount of time from work. Special Leave may be granted for as little as fifteen (15) minutes and up to the credits available.
- (e) Special Leave is not granted for social occasions such as reunions, anniversaries.
- (f) Where Special Leave is not granted, leave without pay may be granted at the request of the employee.
- (g) Where Special Leave requested after the fact is denied, the absence becomes leave without pay.
- (h) Where Special Leave is denied after the absence has occurred, the absence becomes leave without pay.

L19.2 Special Leave Account

- (a) At the first of September of each year a full-time employee's Special Leave account shall be credited with one-half (0.5) day of Special Leave allowance for each month of employment anticipated for the next year. A pro-rated credit is made for a part-time employee. A newly hired employee receives a credit for the balance of the year upon commencement of duties.
- (b) Upon any change in employment status (i.e. such as change in percentage of full-time worked, number of days per week or number of weeks worked, termination) the Special Leave account shall be adjusted.
- (c) Any overdrawing of the Special Leave account is subject to recovery by the Board.

L19.3 (a) Family Medical Leave ([Reference Central Terms C8.1](#))

“Family Medical Leave” means an unpaid leave taken for the purpose of caring for or supporting a family member who is gravely ill with a significant risk of death within twenty-six (26) weeks. The leave may be taken for up to a maximum of eight (8) weeks.

- (b) An employee on Family Medical Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the member been actively employed, including, but not limited to:
 - (i) accumulation of credit for sick leave, seniority and experience.
 - (ii) employee benefits.
- (c) An employee who intends to take a Family Medical Leave shall notify the employer of the dates on which the member intends to leave and return to active employment.
- (d) The employee will provide to the Board a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks and the relationship to employee.
- (e) For the purposes of this article, "family" is defined as follows:
 - (i) the School Support Counsellor's spouse (including common law or same sex partner);
 - (ii) a parent, step-parent or foster parent of the School Support Counsellor;
 - (iii) a child, step-child or foster child of the School Support Counsellor or the School Support Counsellor's spouse.
- (f) A School Support Counsellor returning from Family Medical Leave shall be assigned the same assignment that the School Support Counsellor would have had if he/she had not taken the leave.

L20.00 BEREAVEMENT LEAVE

- L20.1 (a) A maximum of three (3) school days with pay shall be granted to attend the funeral of immediate next-of-kin: spouse (including common-law spouse or same sex spouse), parent, step-parent, guardian, parent-in-law, child, step-child, brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren.
- (b) If more than three (3) consecutive school days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three (3) shall be chargeable to Special Leave. If Special Leave is used up, then pay shall be withheld for the number of days involved. Special Leave granted under this section is subject to approval by the Superintendent of Human Resources or designate.

L21.00 COURT APPEARANCES & ITEMS NOT CHARGEABLE TO SICK LEAVE ACCOUNT

L21.1 Summons and Subpoenas

Each employee shall be allowed leave of absence without deduction of salary or sick leave when required to serve on a jury or subpoenaed as a witness in any proceeding to which the employee is not a Party or one of the persons charged. The employee shall pay to the Board any fee, exclusive of travelling allowances and living expenses that are received as a juror or as a witness.

L21.2 Court Cases

In the event that an employee, in the execution of duties, is charged and acquitted of an offence, the employee shall be allowed leave of absence without deduction of salary for the time spent in court with the approval of the Board. If the employee is not acquitted, a salary deduction may be made at the discretion of the Board.

L21.3 Co-defendant with Board

- (a) Where the employee as a result of the employment relationship, is a co-defendant with the Board in an action brought by a third party, the employee shall be permitted leave of absence without deduction of salary or sick leave for the purposes of responding to the action with the Board.
- (b) This provision only applies to the extent the employee and the Board have common interests and does not apply to any parallel action in which the Board is not a defendant.
- (c) This provision ceases to apply upon the Board ceasing to be a defendant in such action.

L21.4 Quarantine

In any case where, because of exposure to a communicable disease, an employee is quarantined or otherwise prevented by order of the medical authorities from attending upon work duties, the employee shall be paid and the time shall not be deducted from the employee's sick leave account or special leave account.

L22.00 PREGNANCY, PARENTAL AND ADOPTION LEAVE

- L22.1 The Board provides pregnancy, parental and adoption leave for employees for such period before and after delivery or adoption of a child, in conformity with the requirements of the Employment Standards Act.

Pregnancy is regarded as a normal health condition and not as sickness. No distinction is made between illness resulting from pregnancy and other types of illness for the purpose of sick leave coverage.

(a) Types of Leave

(i) Pregnancy Leave

A “Pregnancy Leave” is granted to a pregnant employee in accordance with C8.0 Central Terms and the Employment Standards Act, 2000, as amended. The term “Pregnancy Leave” includes both the pregnancy and the parental leaves of the Employment Standards Act, 2000, as amended.

(ii) Parental Leave

A “Parental Leave” is granted to an employee whose spouse is expecting to give birth in accordance with Parental Leave in the Employment Standards Act, 2000, as amended.

(iii) Adoption Leave

An “Adoption Leave” is granted to an employee who has provided the Board with confirmation that an application has been made for adoption and is for a period in accordance with the Employment Standards Act, 2000, as amended. Adoption Leave may commence immediately after the child becomes available. Adoption Leave must commence no later than the timelines established in the Employment Standards Act, 2000, as amended.

(iv) Extended Parental Leave

An “Extended Parental Leave” (including adoption leave) is granted to an employee and is for a period not to exceed two (2) years, including the statutory portion of the leave. The duration of the leave, commencing date and termination date are at the discretion of the Board and subject to mutual agreement with the employee.

(b) Employees with Thirteen or more Weeks of Continuous Service at Beginning Date for Leave

(i) Leaves as defined in Clause L22.1 (a) shall be granted provided any and all applicable conditions have been met.

(ii) Written documentation is required in:

- (1) application for leave suggesting beginning and ending dates;
 - (2) probable date of delivery (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave) or expected date of first coming into care and control of employee (Adoption Leave);
 - (3) doctor's certificate of pregnancy and probable delivery date (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave);
 - (4) confirmation of leave including beginning and ending dates;
 - (5) doctor's certificate of need for extension of leave (Pregnancy Leave or Extended Pregnancy Leave) if applicable.
- (iii) Application for leave must be made at least two (2) weeks before the leave is to begin. The minimum notice does not apply when there are complications due to pregnancy, or where birth (or still birth or miscarriage) occurs earlier than the expected date of birth.
- (iv) The beginning and ending dates of the leave provided under these provisions will be in accordance with the Employment Standards Act. Any variation from this will be by Agreement with the Superintendent of Human Resources or Designate.
- (v) An employee may terminate a leave prior to the planned date by notifying the Superintendent of Human Resources, in writing, at least four (4) weeks before the requested date of return.
- (vi) During a leave, the employee shall receive no salary from the Board; seniority shall continue to accrue; sick leave shall not be reduced unless used.
- (vii) During a leave, for the lesser of eighteen (18) weeks in the case of a Parental Leave or Adoption Leave, or thirty-five (35) weeks in the case of a Pregnancy Leave or an Extended Pregnancy Leave, and the duration of the leave, the Board shall continue to pay its share of premiums for insured employee benefits (covered by Article L11.00), work experience for grid placement (Article L10.00) and Sick Leave (Clause 18.2) shall continue to accumulate.
- (viii) After the period of time covered by Clause 22.1 (b) (vii), insured employee benefits (covered by Article L11.00) will be suspended

unless kept in force through payment of the premiums, in advance, by the employee, in such manner as prescribed by the Board, but on resumption of duties by the employee, all such benefits will be reinstated, in accordance with the terms of the Collective Agreement.

- (ix) After the period of time covered by Clause 22.1 (b) (vii), time spent on a leave under this provision shall not accrue towards placement on salary grid (Clause 10.1) or accumulation of sick leave (Clause 18.2).
- (x) At the end of a leave under this provision the Board shall return the employee to the position most recently held, if it still exists, or to a comparable position, if it does not. This return to position shall be subject to redundancy procedures. It is understood that a position does not extend beyond a school year and that return from a leave commenced in a prior school year must always be to a comparable position.

(c) Employees with less than Thirteen Weeks Continuous Service at Beginning Date for Leave

All provisions in this part are the same as those in Clause 22.1 (b) except:

- (i) the beginning date of the leave period if earlier than eleven (11) weeks prior to the expected delivery date and the ending date if later than six (6) weeks after the delivery date shall be determined by the Superintendent of the Department concerned;
- (ii) where the Pregnancy Leave extends beyond the eleven (11) week period, the employee loses the right to return to the Board's employ, unless such extension of leave is approved, in writing, by the Superintendent of Human Resources or Designate.
- (iii) Neither the particular position held by the employee at the beginning of the leave nor an equivalent position is guaranteed on return to work, but the Superintendent concerned will place the employee in a position as near as practicable to that formerly held.

(d) Adoption Leave Provisions

- (i) Pre-placement leave for a child for whom the employee has a parenting responsibility shall not exceed two (2) weeks except with the specific approval of the Superintendent.

(ii) If the presence of the adopting employee is required for pre-adoption purposes [not including those set out in (i) above], such leave shall be available, provided that the employee supplies verification from the adoption agency. Such leaves shall be charged against the employee's special leave allowance [Article L19.00].

(e) SEB Plan

(i) The Employer shall provide for permanent and long-term occasional employees a SEB plan to top up their E.I. Benefits. The employee who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

(ii) Employees not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

(iii) Employees filling a long-term assignment shall be entitled to the benefits outlined in (i) above, with the length of the SEB benefit limited by the term of the assignment.

(iv) 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.

(v) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

(vi) 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.

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

L23.00 LEAVE OF ABSENCE WITHOUT PAY

L23.1 (a) A Member may be granted a leave of absence without pay, provided he/she makes a written request prior to March 1st for leave of absence beginning at any time during the following school year. The Member shall be notified of the Board's decision regarding the leave, no later than the second Tuesday in April. Intentions to return from leave of absence must be made prior to March 1st for return from leave of absence effective at any time during the following school year. All requests for leave of absence or notification of return from leave of absence are to be submitted to the Superintendent of Human Resources. The member upon return shall be guaranteed a position in the family of schools from which the leave was granted, subject to Article L16.00. The member shall continue to accumulate seniority for the period of leave.

In extenuating circumstances, the Board may waive the March 1st date for either requesting a leave or for indicating a return from leave.

- (b) After March 1st, in extenuating circumstances, an application for a Leave of Absence Without Pay must be submitted to the Director of Education or designate at least one (1) month prior to the commencement date of the Leave, where possible.
- (c) Employees on leave of absence may elect to pay full benefit premiums to keep their coverage in effect, subject to conditions established by the ELHT.

L23.2 Subject to the provisions of the redundancy procedure, an employee, upon return from a leave of absence, shall be returned to the same group of schools the employee was assigned to prior to the leave. The employee shall continue to accumulate seniority for the period of leave.

L24.00 X OVER Y PLAN

L24.1 Purpose

Under this plan a participating employee agrees to work for a period of time at less pay than the employee should have received based upon current qualifications and salary. In return, the Board agrees to grant the participating employee a leave with pay.

L24.2 Eligibility

A permanent employee with the Board is eligible to participate in the plan.

L24.3 Applications

- (a) An employee wishing to participate in the plan must submit a written application to the Director of Education or designate not later than January 15th preceding the school year in which the employee wishes to enter the plan.
- (b) The application must describe the individual scheme as to the number of years of participation, the amount by which the regular pay will be reduced for each non-leave year of the plan and the year in which the leave is to be taken.
- (c) Each employee submitting an application to participate in the plan shall be sent by March 31st written confirmation of acceptance of the individual scheme or a written explanation of the reasons for the rejection of the individual scheme.

L24.4 Conditions of Acceptance

- (a) No individual scheme will be recommended for acceptance if as a result more than two (2) employees would be on leave at the same time under this plan.
- (b) No individual scheme will be recommended for acceptance if the participating employee will have less than three (3) years full-time experience (or equivalent part-time experience) with the Board when the leave will be granted.
- (c) No individual scheme will be recommended for acceptance if the amount by which the regular pay will be reduced for the non-leave portion of the individual scheme following the termination date of the leave is not expressed as the amount to repay funds advanced, interest on said funds, and permitted charges in relatively uniform instalments.

- (d) No individual scheme will be recommended for acceptance if the administrating committee is of the opinion that the employee is likely to be redundant before completion of the individual scheme.
- (e) No individual scheme will be recommended for acceptance if the individual scheme does not commence at the start of a school year, school term or semester and finish at the end of the first semester or August 31st of that school year. Normally, an individual scheme shall be between two (2) and five (5) years in duration.
- (f) No individual scheme will be recommended for acceptance if the applicant has not yet fulfilled the conditions for some previously granted form of leave.
- (g) No individual scheme will be recommended for acceptance unless the deduction amount is a minimum of 10% of salary and below the maximum established by CRA rules.

L24.5 Contract

- (a) Each participating employee shall execute a contract with the Board wherein are set out the terms and conditions of participation in the plan.
- (b) The contract must be executed by May 1st or the employee shall be deemed to have withdrawn the application to participate in the plan.
- (c) This contract shall be enforceable between the employee and the Board as though it were part of this Agreement.
- (d) The contract may be amended from time to time by mutual agreement provided the amendments affect neither the length nor the starting date of the leave, they are made prior to June 30th of the school year in which the amendment will have an effect, and the leave has not yet been taken.
- (e) The contract may be amended from time to time by mutual agreement with respect either to the length or the starting date of the leave provided the amendments are approved by the Administrating Committee and the Board.

The Administering Committee shall receive a copy of the report which contains additions to the plans and any amendments which may be subsequently made.

L24.6 Leave

- (a) Leaves granted under this plan may commence at the beginning of a term or semester.

- (b) A leave under this plan shall be granted, subject to the Board being able to hire a suitable replacement, for the period set out in the individual scheme.
- (c) During a leave granted under this plan, Benefits, subject to the requirements and provisions of the insuring companies, will be maintained by the Board with the premiums being fully paid by the employee.
- (d) Sick leave credits may be neither accumulated nor utilized during a leave granted under this plan.

L24.7 Return from Leave

- (a) Subject to the provisions of the redundancy procedure, a participating employee, upon return from a leave granted under this plan, shall be returned to the same group of schools the employee was assigned to prior to the leave.
- (b) Upon return from a leave granted under this plan a participating employee shall be eligible for any increase other than increment and benefits that would have been received had the leave not been taken.

L24.8 Payment

- (a) During non-leave portions of the individual scheme, the participating employee shall be paid normal grid salary less the amount set out in the individual scheme by the participating employee's normal grid salary is to be reduced.
- (b) During the non-leave portions of the individual scheme which precede the commencement of the leave, the amount by which the participating employee's normal grid salary is reduced (i.e. the amount set out by the participating employee) shall be placed in trust with a chartered bank, trust company, credit union or such other recognized financial institution selected by the Administering Committee and interest earned thereby shall accrue to the benefit of the trust.
- (c) (i) During the non-leave portions of the individual scheme, which follows termination of the leave, the amount by which the participating employee's normal grid salary is reduced (i.e. the amount set out by the participating employee) shall be paid to the account of the Administering Committee and used to pay back the principal amount advanced to the Board in payment for the leave period and any accrued interest.

- (ii) The amount by which the participating employee's normal grid salary is reduced for any one (1) school year shall be based on a reasonable estimate of the amount required to pay back the amount remaining at the beginning of that school year of the principal amount advanced to the Board in payment for the leave period and any accrued interest, taking into account both current and projected interest rates.
 - (iii) If at the end of the non-leave portion of the individual scheme which follows the termination of the leave, the principal amount advanced to the Board in payment for the leave period and any accrued interest has not been fully paid the participating employee shall be responsible for the payment of the balance outstanding forthwith.
 - (iv) If at the end of the non-leave portion of the individual scheme which follows the termination of the leave, the amount by which the participating employee's normal salary grid was reduced proves to be more than that required to pay back the principal amount advanced to the Board in payment for the leave period and any accrued interest, the over deduction shall be returned to the participating employee forthwith.
- (d) During the leave portion of the individual scheme, the participating employee shall be paid an amount which consists of the sum, if any, accumulated in the trust including accrued interest therein plus such additional amount as may be borrowed and repaid by the amount by which the participating employee's normal grid salary is reduced during the non-leave portions of the individual scheme which follow the termination of the leave.
 - (e) During the participation in the plan, the participating employee shall be paid in accordance with Clause L10.6.
 - (f) During the leave portion of the individual scheme, the participating employee's cheque will be either mailed to such address or addresses requested by the employee or deposited in an account of the participating employee with a branch of a chartered bank in Renfrew County.

L24.9 Withdrawal, Redundancy and Death

- (a) A participating employee may not withdraw from the plan within six (6) months of the date that the leave is to commence.

- (b) A participating employee may withdraw from the plan at any time prior to six (6) months before the date the leave is to commence by delivering written notice of withdrawal to the Superintendent on the Administering Committee.
- (c) A participating employee who becomes redundant prior to the commencement of leave under this plan shall be deemed to have withdrawn from the plan.
- (d) A participating employee who withdraws from the plan under the circumstances of (b) or (c) above, shall receive the sum accumulated in the trust including any interest accrued thereof within ninety (90) calendar days of withdrawal.
- (e) The estate of a participating employee who dies before the commencement of leave under this plan shall receive the sum accumulated in the trust including any interest accrued therein within ninety (90) calendar days of receipt of a copy of the death certificate by the Superintendent on the Administering Committee.
- (f) A participating employee who becomes redundant after the commencement of leave under this plan shall receive any amount remaining in the trust including accrued interest. The participating employee remains obligated to repay any amounts received in excess of the sum accumulated in the trust including any interest therein.
- (g) The estate of the participating employee who dies after commencement of leave under this plan shall receive any amount remaining in the trust including interest accrued therein within ninety (90) calendar days of receipt of a copy of the death certificate by the Superintendent on the Administering Committee.

L24.10 Administering Committee

- (a) This plan shall be administered by a committee consisting of
 - Two (2) representatives from the Local;
 - Two (2) Board members;
 - One (1) Superintendent.
- (b) (i) The Administering Committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved, or that it has no recommendation.

- (ii) In screening the applications the Administering Committee shall consider the needs of the applicant's schools(s) the numbers expected to be on leave under this plan in the year a leave is requested and, subject to Clause L24.4, any other factors it considers relevant.
- (iii) The recommendations of the Administering Committee shall be presented one week prior to March 31st in order for the employee to be notified by the March 31st deadline.
- (c) (i) Throughout an employee's participation in the plan, the control of the trust established by Article L24.8 (b) shall be vested solely in the Administering Committee on behalf of the participant.
- (ii) The Administering Committee shall be responsible for the choices of the chartered bank, trust company, or credit union or other recognized financial institution to which the money held in a trust account shall be paid.
- (d) (i) The Administering Committee shall be responsible for arranging for the borrowing of funds where such is required by Clause L24.8 (d).
- (ii) Where the Administering Committee arranges for borrowed funds, it shall also arrange for insurance against the death or default of the participating employee and the cost of this insurance shall be included in the cost of the borrowed funds.
- (iii) Where the Administering Committee is unable to arrange for insurance against death or default, the participating employee may make other appropriate arrangements for securing the borrowed funds by providing an irrevocable letter of credit sufficient to cover any amounts owing.
- (iv) Where one or more of the conditions outlined in Article L24.10 (d) (ii) and (iii) cannot be met by March 1st, the Administering Committee shall be absolved from its obligations under Article L24.11 (d) (i). In this case, the contract between the employee and the Board shall be deemed to have been amended so as to eliminate the portion of the individual scheme following the termination of the leave.

- (e) During the leave portion of the individual scheme, the Administering Committee shall arrange for payment to the Board, in advance of the Board making payment to the participating employee, the amounts set out in Clause L24.8 (d).
- (f) The Administering Committee shall carry out such steps as it considers necessary to ensure participating employees are aware of their rights and privileges under OMERS and the Income Tax Act.
- (g) The Administering Committee shall be responsible for carrying out all other functions assigned it by this Article.

L25.00 RETIREMENT GRATUITY

[\(Reference Central Terms Appendix A\)](#)

L25.1 Employees are eligible to receive a Retirement Gratuity in accordance with the following:

- (a) those employed on/or before August 31, 1982, and otherwise eligible for Retirement Gratuity are eligible from date of employment;
- (b) those employed since August 31, 1982 are eligible to accumulate sick leave credits for Retirement Gratuity purposes commencing January 1, 1990;
- (c) the employee has been employed on a regular basis and received sick leave credits;
- (d) the employee has completed a minimum of ten (10) years continuous service with the Board or its predecessors and submits proof to the Human Resources Department within three (3) months after leaving the Board's employ that the employee is receiving a pension from the pension plan referred to in Article L12.00;
- (e) the employee has completed forty (40) years of service with the Board;
- (f) the employee suffers permanent disability as certified to by a licensed medical practitioner.

L25.2 (a) The Retirement Gratuity shall be calculated on:

- (i) number of years of service;

(ii) number of days accumulated in the employee's sick leave account at the time of retirement.

(b) The formula for calculating the Retirement Gratuity shall be:

$$\frac{N}{200} \times \% \times S$$

where

N is the number of unused accumulated sick leave credits eligible for inclusion to a maximum of 200.

% is based on year of service:

10 years	-	20%	16 years	-	38%
11 years	-	23%	17 years	-	41%
12 years	-	26%	18 years	-	44%
13 years	-	29%	19 years	-	47%
14 years	-	32%	20 or more	-	50%
15 years	-	35%			

S is the last full year's salary.

(c) For employees hired prior to January 1, 1976 the formula shall be:

$$\frac{N}{200} \times (3\% \times \text{years of service}) \times \text{Best Salary}$$

(d) No Retirement Gratuity can exceed fifty percent (50%) of one year's salary at the time of retirement.

L25.3 (a) For Retirement Gratuity purposes, an employee may accumulate two hundred and thirty (230) sick leave days; however, the Retirement Gratuity is based on a maximum of two hundred (200) days.

(b) The Retirement Gratuity may be paid, in a lump sum or over not more than a three (3) year period, and at a time or times mutually agreeable.

(c) Should a retired employee die before receiving a full payment of the Retirement Gratuity, the accrued benefits shall likewise be paid to the employee's beneficiary or estate if no beneficiary has been named.

(d) In the event of the death of an employee prior to cessation of employment, a Retirement Gratuity based on accumulated sick leave and

length of service at the time of death shall be paid to the employee's beneficiary or estate if no beneficiary has been named.

L26.00 WORKING CONDITIONS

- L26.1 The Board shall reimburse, at the Board's current kilometre/mileage rate, each employee for travel between an assignment involving two (2) or more work locations within the Board's jurisdiction.
- L26.2 Each employee's "base school" shall be as determined by June 30th of each year. Prior to the "base school" being determined the employee shall be consulted.
- L26.3 The Board shall provide bulletin board space in each school on the common bulletin board for the exclusive use of the Local.
- L26.4 The Board shall provide information to the Local President about the professional development activities provided by the Board.
- L26.5 An employee shall, upon request, have access to the Board's in-service programmes on a voluntary basis subject to the availability of space.
- L26.6 Inclement Weather
- (i) Subject to the approval of the Superintendent of Human Resources, or designate within the Board Office, when extreme weather conditions prevent a Member from traveling from his/her principal residence to his/her work place, there shall be no loss in salary under this Agreement. On return to work, the member will submit an Application for Leave Form to the Superintendent of Human Resources, or designate within the Board Office, detailing the reasons for the absence.
 - (ii) An employee is not expected to travel between schools when weather conditions make travelling extra hazardous. The decision as to whether conditions are extra hazardous will be made by the Principal of the school where the employee is actually at when the need for such a decision arises. Where the employee believes such weather conditions exist, the employee will ask the Principal for such a decision.
- L26.7 P.A. Day
The Board shall plan and provide at least one (1) Professional Activity Day program in each school year for Members of the Local. The Board will consult with the Local on the agenda for that day.

L27.00 EVALUATION

- L27.1 A performance appraisal of an employee shall be made in writing and signed by the Principal. At the request of either party, a meeting shall be held to discuss the performance appraisal.
- L27.2 The employee shall be given an opportunity to sign the performance appraisal and to make written comments if so desired. This opportunity shall occur before the performance appraisal is sent to the Superintendent of Human Resources Department. The signature indicates only that the employee has read the performance appraisal.
- L27.3 The existing performance appraisal procedures may only be amended by mutual agreement between the parties.

L28.00 PERSONNEL FILES

- L28.1 An employee shall have access during normal business hours to that employee's personnel file upon prior written request and in the presence of a supervisory officer or other person(s) designated by the Director. The employee shall also have access to that employee's personal in-school data file. The employee may copy any material contained in the files.
- L28.2 The employee may be accompanied by one other person who shall have access to such information at the request of the employee.
- L28.3 If the employee disputes the accuracy or completeness of any such information other than an evaluation referred to in Article L27.00, the Board shall, within thirty (30) calendar days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm, amend or delete the information.
- L28.4 Where the Board amends such information, the Board shall, at the request of the employee, attempt to notify all persons who received a report based on inaccurate information.
 - (a) Where the Board doesn't amend such information, the employee may request that a statement of disagreement be attached to the information reflecting any correction that was corrected but not made.
- L28.5 If there is a dispute as to the accuracy of any material in the files covered by Clause L28.1, said dispute shall be resolved by the processes of the Municipal Freedom of Information and Protection of Privacy Act, 1989.

L28.6 Adverse Reports

Where the Employer places on record a written report which may adversely affect an employee's standing or advancement, the employee shall be supplied with a copy of such report within thirty (30) working days. The report shall be dated and shall delineate the nature of the inadequacy of the employee's performance together with other pertinent aspect of the situation.

Where there is a twenty-four (24) month period during which no adverse report has been entered or letter of reprimand issued, all previous adverse reports with respect to the employee shall be destroyed.

Notwithstanding the foregoing, where the adverse report incident involves an interaction with a student of a physical or sexual nature it shall be maintained in an employee's personnel file for a period of five (5) years. Thereafter, the adverse report shall not affect the employee's standing and shall not be considered, relied upon or referred to for purposes of advancement, promotion or discipline.

L28.7 The Board shall keep any medical information pertaining to an employee in a separate folder held in a secure manner.

L29.00 JUST CAUSE

- L29.1 (a) No member shall be discharged, suspended or disciplined without Just Cause. Such cause shall be provided to the member in writing, within five (5) school days from the time the member is informed of such action.
- (b) Prior to the imposition of any discipline and except in exceptional circumstances, there shall be a meeting held between the employee and a Board representative to discuss the matter. The Board representative will advise the employee about the nature of the meeting prior to the meeting. The employee shall have the right to have a Union representative at the meeting.

L30.00 PRINTING OF COLLECTIVE AGREEMENT

L30.1 A copy of the current Collective Agreement in force between the Board and the Local shall be placed on the Board's website.

L31.00 HEALTH AND SAFETY

L31.1 The Board recognizes its obligation to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its Regulations. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

L32.00 HARASSMENT

L32.1 It is the Board's obligation to ensure that every employee is free from harassment in the working environment. This obligation encompasses harassment on the part of employees, volunteers or any other person on Board property or engaged in Board-sponsored activities or in any other work-related activities.

L33.00 MEDICAL PROCEDURES

L33.1 It shall not be part of the duties and responsibilities of a Member to examine pupils for communicable conditions or diseases or to diagnose such condition or diseases. An employee providing medical procedures or administering medication in performing their duties shall do so in accordance with Board policy. An employee assigned to provide medical procedures such as clean intermittent catheterization shall have received certified training through the Board's training program. The Board shall adequately insure employees against claims made against them arising from the performance of their duties in the administration of medication or the provision of medical procedures in accordance with Board policy.

L34.00 CRIMINAL BACKGROUND CHECKS

L34.1 The Board shall collect and manage personal documents and information including criminal background checks, in a secure manner that provides for confidentiality and privacy for employees.

L34.2 Any action taken by the Board affecting an employee that is related to the Criminal Background Check or the Offence Declaration required by the Regulation shall be in accordance with the Ontario Human rights Code and the Agreement and may be the subject of a grievance.

L35.00 LIABILITY INSURANCE

L35.1 The employer will maintain liability insurance for its employees while acting in the course of performing his/her duties, and make available, upon request, the relevant portions of the insurance policies which provide for such protection.

L36.00 SUPERVISION SCHEDULES AND TRAVELLING TIME (FORMERLY LETTER OF UNDERSTANDING)

L36.1 The Board shall endeavour to ensure adequate communication between the schools involved in order to ensure fairness with respect to supervision schedules and adequate travelling time.

L37.00 LABOUR MANAGEMENT COMMITTEE

L37.1 The Union and the Board will each appoint representatives to a Labour Management Committee consisting of up to two (2) members appointed by the Union and up to two (2) members appointed by the Board.

L37.2 The Committee will meet as required at the request of either party to discuss matters of common concern. Meetings of the Committee will be arranged by mutual agreement.

L37.3 Both parties may submit items to be added to an Agenda. The Agenda will be sent to members two (2) days prior to the meeting date.


Dated at Pembroke, this 4th day of May 2021

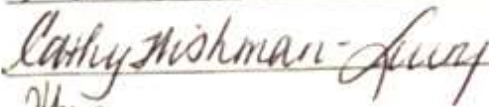


















LOU - SUPPORT SERVICES

LETTER OF UNDERSTANDING

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

ELEMENTARY TEACHERS' FERATION OF ONTARIO
RENFREW COUNTY SCHOOL SUPPORT COUNSELLORS LOCAL

Re: Support Services

The parties shall ensure that community partnerships do not duplicate existing services.

Furthermore, the recommendations of the Joint Committee on Supplemental Student Services will continue to be followed.

The parties agree to meet to discuss revisions to the recommendations of the Joint Committee on Supplemental Student Services should new service and/or partnerships be available to students.


Dated at Pembroke this 4th day of May, 2021



B. McEwen

J. ...

Pennington



Cathy ...

MOU - ADDITIONAL UNPAID SPECIAL LEAVE DAYS

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

**ELEMENTARY TEACHERS' FERATION OF ONTARIO
RENFREW COUNTY SCHOOL SUPPORT COUNSELLORS LOCAL**

Additional Unpaid Special Leave Days

1. In addition to Special Leave outlined in Article 19 of the Collective Agreement, employees may apply for three (3) additional unpaid leave days each school year.
2. Requests for additional unpaid special leave will not be unreasonably denied.
3. Requests for additional unpaid special leave will not normally be for the first week or last week of the school year, or during the two weeks of EQAO testing.
4. Except in the case of emergency, requests for additional unpaid special leave shall be submitted fifteen (15) school days prior to the commencement of the leave.

This Memorandum of Understanding expires August 31, 2022, or at the conclusion of the freeze period, whichever is later.

Dated at Pembroke this 4th day of May, 2021









