



**INSPIRE. EMPOWER. ACHIEVE.**

**AGREEMENT**

**BETWEEN**

**THE RENFREW COUNTY DISTRICT SCHOOL BOARD**

**AND**

**ETFO – RENFREW COUNTY  
SCHOOL SUPPORT COUNSELLORS**

**FOR THE PERIOD  
SEPTEMBER 1, 2022 TO AUGUST 31, 2026**

(Subject to errors and omissions.)

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## **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 four years from September 1, 2022 to August 31, 2026.

#### **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.

## **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 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) The annual per FTE funding shall be as follows:
  - i. September 1, 2022: \$5,712.00
  - ii. September 1, 2023: \$5,769.12
  - iii. September 1, 2024: \$5,826.82
  - iv. September 1, 2025: \$5,885.08
  - v. August 31, 2026: \$6,120.48

### **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.

- e) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lockout resulting in ETFO education workers withdrawing their full services:
- i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup> for the school year impacted by the strike or lockout
  - ii. Divide i) by 225 days
  - iii. Multiply ii) by the number of strike or lockout days for ETFO education workers at the school board.

#### **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 meet as the joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- 6.2 Either Party may also request an informal meeting, outside of the CLRC, to bring forward matters of mutual interest. If the Parties are unable to resolve the matter informally, it may be brought forward as an agenda item to the CLRC.
- 6.3 The Committee may convene a meeting upon the request of either party.
- 6.4 The Parties to the Committee agree that any discussion either informally or at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.
- 6.5 The committee shall include two (2) representatives from ETFO and two (2) representatives from the CTA. The Parties agree that the Crown may attend meetings.
- 6.6 Additional representatives may attend as required by each party.

#### **C7.00 SICK LEAVE**

- a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.

- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a regular/permanent employee is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use any unused sick/short-term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.

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

- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:  
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

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

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

- i. Employees in a Term Assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary, and one hundred and twenty (120) short-term disability days at the start of the assignment. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees



eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

- ii. Employees in a Term Assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Term Assignment compared to the full working year of their classification in accordance with the allocation in (i) above.
- iii. Where the length of the Term Assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iv. An employee on a Term Assignment who works more than one Term Assignment in the same school year may carry forward Sick leave and STLDP from one Term Assignment to the next, provided the assignments occur in the same school year.

g) Administration

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

## **C8.00 STATUTORY LEAVES OF ABSENCE/SEB**

### **C8.1 Family Medical Leave or Critical Illness Leave**

- a. Family Medical Leave or Critical Illness Leave granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*,

2000, as amended.

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

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

- a. The Employer shall provide for a permanent employee who accesses such leaves a SEB plan to top up their EI Benefits. The employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent employee would normally be paid. The SEB plan pay will be the difference between the gross amount the employee receives from EI and their regular gross pay.
- b. Employees in a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- c. SEB payments are available only to supplement EI Benefits during the absence period as specified in this plan.
- d. The employee must provide the Board with proof that he/she has applied for and is in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

**C8.3 Maternity Benefits (SEB Plan)**

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

#### **C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

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

## APPENDIX A

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

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

i. Hamilton-Wentworth District School Board

**B. Other Retirement Gratuities**

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

**LETTER OF AGREEMENT # 1**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(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 2019-2022 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 / Paid Breaks\*
- Long Term Disability\*
- Work Day (excluding scheduling)
- Work Week (excluding scheduling)
- Work Year (excluding scheduling)
- Professional/Preparation Time
- Allowances/Premiums
- Class Structure and Supports
- FDK Model

*\*except where explicitly agreed by the central Parties and the Crown*

**LETTER OF AGREEMENT # 2**

**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, 2026.



**LETTER OF AGREEMENT # 3**

**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 # 4**

**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 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).

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 # 5**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(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 # 6**

**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 # 7**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(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.

**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: Violence Prevention Health and Safety Training**

Effective in the 2023-24 school year and each subsequent year of the collective agreement, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to permanent and long-term assignment employees. This will include the following topics: Online Violent Incident Reporting, Safe Schools Reporting, and Notification of Potential Risk of Injury.

The parties recommend that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, 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: Provincial Working Group – Health and Safety**

The Parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as amended on November 7, 2018, and any further amendments to the Terms of Reference as may be agreed to from time to time.

The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

## **LETTER OF AGREEMENT # 10**

### **BETWEEN**

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

### **AND**

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

### **RE: Task Force on the Utilization of Sick Leave**

The parties and the Crown agree to establish a task force to review data and explore leading practices related to utilization of sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of ETFO and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating separate teacher and education worker sector-wide task forces. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. gather and explore data, by unionized job classifications, on the utilization of sick leave and short-term disability;
2. gather and review information including but not restricted to the following:
  - a. a jurisdictional scan on sick leave and short-term disability plans;
  - b. best practices relating to safe return to work
3. discuss factors contributing to sick leave and short-term disability usage in the education sector;
4. report its findings to school boards and ETFO.

The task force shall complete its work by August 31, 2025.



**LETTER OF AGREEMENT # 11**

**BETWEEN**

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

**AND**

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

**RE: Violent Incident Debriefing Training**

The Parties acknowledge that the 2018 *Violent Incident Debriefing Training Module*, developed by the Ontario Education Services Corporation for the Ministry of Education, includes leading practices in debriefing after a critical incident.

Within sixty (60) days following the date of ratification of the central terms, the Crown will recirculate the *Violent Incident Debriefing Training Module* to School Boards that employ education workers represented by ETFO.

School Boards may adopt Checklist 1 – Immediate Staff Debriefing Following a Critical Violent Incident and Checklist 2 -Follow-up Staff Debriefing Following a Critical Violent Incident from the *Violent Incident Debriefing Training Module* upon mutual agreement between the local parties.

School Boards are encouraged to consult with the Joint Health and Safety Committee on how this training will be provided to ETFO-Education Workers during the term of this collective agreement.

**LETTER OF AGREEMENT # 12**

**BETWEEN**

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

**AND**

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

**RE: Violence Prevention in School Boards**

The parties and the Crown agree that the scope of the work of the Provincial Working Group - Health and Safety (PWGHS) will continue to include violence prevention in schools.

The current Terms of Reference requires a minimum of 4 meetings per year, which can be amended based on the consensus of the work group.

The parties will jointly recommend to the PWGHS the following:

1. Violence prevention shall be prioritized as a topic for discussion.
2. The PWGHS will collect and review:
  - a. how data regarding violent incidents is gathered and shared.
  - b. how safety plans are created and updated and who is involved.
  - c. how and when risk assessments and reassessments are conducted and who is involved.
  - d. how school boards are sharing information regarding the potential risk of violence which is likely to expose the worker to physical injury, relative to the practices outlined in *Workplace Violence in School Boards: A Guide to the Law*.

The data collected by the Provincial Working Group - Health and Safety will identify best practices, which may be used to update the *Workplace Violence in School Boards: A Guide to the Law* to share with school boards by August 31, 2026.



## **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. 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 (1<sup>st</sup>) 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, unless otherwise mutually agreed. 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 thirty (30) days in any school year, shall be granted to executive officers of the Union following a written request from the Union concerned and provided the Employer deems that the operational needs of the Board can be met. The Union shall reimburse the Board for any absence related to union release when a supply is hired at the casual coverage costs incurred.

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 (2) year community college program;

C: Successful completion of a relevant three (3) year community college program or a relevant university degree program;

D: Successful completion of relevant four (4) 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.

**L10.00 SALARY**

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

(a)

Years	Effective September 1, 2022			Effective September 1, 2023			Effective September 1, 2024			Effective September 1, 2025		
	B	C	D	B	C	D	B	C	D	B	C	D
0	41,575	42,533	43,490	42,933	43,891	44,848	44,291	45,249	46,206	45,649	46,607	47,564
1	43,385	44,448	45,508	44,743	45,806	46,866	46,101	47,164	48,224	47,459	48,522	49,582
2	45,287	46,362	47,447	46,645	47,720	48,805	48,003	49,078	50,163	49,361	50,436	51,521
3	47,005	48,142	49,287	48,363	49,500	50,645	49,721	50,858	52,003	51,079	52,216	53,361
4	48,780	49,977	51,164	50,138	51,335	52,522	51,496	52,693	53,880	52,854	54,051	55,238
5	50,659	51,949	52,237	52,017	53,307	54,595	53,375	54,665	55,953	54,733	56,023	57,311
6	52,352	53,727	55,107	53,710	55,085	56,465	55,068	56,443	57,823	56,426	57,801	59,181
Max	53,627	55,036	56,447	54,985	56,394	57,805	56,343	57,752	59,163	57,701	59,110	60,521

(b) An employee covered by Clause L9.2 (b) shall be paid:  
\$43,901                                      \$45,259                                      \$46,617                                      \$47,975

(c) An hourly rate can be determined from any of the rates shown in (a) to 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 may 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 5<sup>th</sup>.

## **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 31<sup>st</sup></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 board professional development day, an employee shall be paid for the employee's scheduled work day. School Support Counsellors on unpaid leave will not be paid.

## **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 unless concurrent posting is approved by the Bargaining Unit President or designate. 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 1<sup>st</sup>. 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 or after a period of two (2) years. If an employee wishes to remain on the transfer list they will need to reapply after two (2) years.

## **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 employee shall not acquire seniority unless said employee becomes permanent immediately following the temporary assignment in which case seniority shall date back to the start of the temporary 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 31<sup>st</sup> 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, electronic 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 service .....Ten (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 service .....Twenty (20) days;  
 Employees with five (5) or more years of service  
 and less than six (6) years of service .....Twenty-five (25) days;  
 Employees with six (6) or more years of service  
 and less than seven (7) years of service .....Thirty (30) days;  
 Employees with seven (7) or more years of  
 service and less than eight (8) years of service .....Thirty-five (35) days;  
 Employees with eight (8) or more years  
 of service .....Forty (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 their entire full time equivalent. It is understood that this cannot result in the assignment being shared by more than 2 school support counsellors and is only done to avoid a permanent member being on recall.
- (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 school assignment, in the order of priority. 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 their 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.

2. 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 their 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 their full time equivalent and the result will not be more than two school support counsellors sharing any one assignment.
- (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, they 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 31<sup>st</sup>, 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 30<sup>th</sup> 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 30<sup>th</sup> 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 1<sup>st</sup>. Any overdraw 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 to the Superintendent of Human Resources or delegate. 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 overdraw 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 they 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, sibling, sibling-in-law, child’s spouse, 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.

(ii) Parental Leave

A “Parental Leave” is granted to an employee 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, in accordance with the Employment Standards Act 2000, as amended, the Board shall continue to pay any 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) Subject to conditions established by the Trust, 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 STLDP.
- (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 they make a written request prior to March 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> date for either requesting a leave or for indicating a return from leave.

- (b) After March 1<sup>st</sup>, 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 (a) 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.
- (b) No employee will be granted any combination if approved leaves that result in more than four (4) consecutive years of leave, exclusive of leaves protected by the employee Standard Act.

## **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 15<sup>th</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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 1<sup>st</sup> 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 30<sup>th</sup> 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 school(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 31<sup>st</sup> in order for the employee to be notified by the March 31<sup>st</sup> 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 1<sup>st</sup>, 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 30<sup>th</sup> 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 their principal residence to their 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) A performance appraisal of an employee shall be made in writing, not normally more frequently than every five (5) years, and signed by the Principal or designate. At the request of either party, a meeting shall be held to discuss the performance appraisal. At the Board's discretion, an employee may be placed on appraisal, as the need arises, at any time within the five (5) year cycle.
- (b) The Board shall endeavour to notify a member who will be appraised during the current school year, by the last Friday of September in the academic year.
- 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. There is only one employee personnel file, which is maintained in Human Resources. 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 discipline on file, the employee shall be supplied with a copy of such discipline within thirty (30) working days. The discipline shall be dated and shall delineate the nature of the discipline together with other pertinent aspects of the situation.

Where there is a twenty-four (24) month period during which no letter of discipline has been entered on the file, all previous letters of discipline with respect to the employee shall be destroyed.

Notwithstanding the foregoing, where the letter of discipline 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 letter of discipline 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 their 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: In PEMBROKE on the 12<sup>th</sup> day of JUNE, 2024.**

**For the Board:**



**For ETFO:**





**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 as defined in the SSC Job Description.

The Board agrees to consult with the Local to discuss supplemental student services in the event that new services and/or partnerships are being contemplated.

**Dated: In PEMBROKE on the 12<sup>th</sup> day of JUNE, 2024.**

**For the Board:**



**For ETFO:**



**LOU – SUPERVISION COMMITTEE**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE RENFREW COUNTY DISTRICT SCHOOL BOARD**

**AND**

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

**Re: Supervision Committee**

A committee consisting of up to three (3) members of Local and up to three (3) members of the Board will assemble for up to two (2) meetings to review assigned supervision duties of School Support Counselors in the District, with findings shared to Local and Executive Council by the end of the 2024-2025 school year.

This committee will review issues related to supervision, including, but not limited to:

- a) extent of supervision assigned
- b) when supervision is assigned
- c) where supervision is assigned
- d) pros and cons of School Support Counselors covering supervision
- e) number of supervision duties per day/week
- f) equitable distribution of supervision

It is understood that the committee's suggestions will inform, but not dictate Board direction in the matter of supervision for School Support Counselors.

This letter of understanding will expire on August 31, 2026.

Dated: In PEMBROKE on the 12<sup>th</sup> day of JUNE, 2024.

For the Board:



For ETFO:



**LOU – DISCRETIONARY SPECIAL LEAVE DAY**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE RENFREW COUNTY DISTRICT SCHOOL BOARD**

**AND**

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

**Re: Discretionary Special Leave Day**

For the duration of the 2022-2026 collective agreement, one (1) of the five (5) special leave days provided for under L17.0 in the agreement may be used at an employee's discretion, as per the following:

- (a) Each Member shall be entitled to one (1) school day per school year for the purpose of attending to a personal matter. Application for the leave will be made ten (10) days in advance, as per the special leave guidelines. Approval is contingent on absence forecasting and will be made at the sole discretion of the Human Resources Superintendent, or designate. No reason will be required for the leave.
- (b) Requests for the one (1) discretionary special leave day will not be for the first week or last week of the school year, prior to or after a long weekend, or the week before or after Christmas or March Break.
- (c) Personal Leave shall be taken as a full day.

This Letter of Understanding will expire on August 31, 2026.

**Dated: In PEMBROKE on the 12<sup>th</sup> day of JUNE, 2024**

**For the Board:**



**For ETFO:**



**LOU – PRESIDENT RELEASE**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE RENFREW COUNTY DISTRICT SCHOOL BOARD**

**AND**

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

**Re: President Release**

For the duration of the 2022-2026 Collective Agreement, the Union Local President shall be entitled to leave with pay for Union duties at a release time of forty (40) percent full-time equivalency (FTE), which is equivalent to two (2) full days weekly. The schedule will be created collaboratively between the Local Union President and the Superintendent of Human Resources, with final approval by the Superintendent of Human Resources, in advance of each school year. The conditions applicable are:

- (a) The Union shall reimburse the Board for the actual salary and benefit costs of the President.
- (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. ETFO will endeavour to provide the information on leave time to the Board in time to be included in the annual staffing process.
- (d) The President's sick leave account shall be credited and deducted with sick leave as if the President were at work and the President shall input absences when away from their Presidential duties.
- (e) The President will endeavour to schedule and attend union meetings, initiatives, etc. during the predetermined release time as above. Where this is not possible, the Union President will make every reasonable effort to substitute the time required outside of the regularly scheduled release days for in school work days.

(f) It is understood that any time required outside of the predetermined release time will be granted following a written request to the Superintendent of Human Resources from the Union concerned and provided the Employer deems that the operational needs of the Board can be met and shall not be unreasonably denied. It is further understood that any time required outside of the predetermined release time shall be deducted from executive release days allocated in article L8.6.

This Letter of Understanding shall temporarily supersede the current language under Union Local President under article L8.6, until the end of the 2022-2026 collective agreement.

**Dated: In PEMBROKE on the 12<sup>th</sup> day of JUNE, 2024.**

**For the Board:**



**For ETFO:**

