

Collective Agreement

Between

Educational Resource Facilitators of Peel

and

Peel District School Board

September 1, 2019 – August 31, 2022

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Educational Resource Facilitators of Peel & Peel District School Board

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OCEW – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT (ALL JOB CLASSIFICATIONS)

C1.1 SEPARATE CENTRAL AND LOCAL TERMS

The collective agreement shall consist of Central Terms and Local Terms.

C1.2 Implementation

Central Terms 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.

C1.3 Parties

The parties to the collective agreement are the school board and the bargaining agent. If applicable, Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

Central Terms and Local Terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL (ALL JOB CLASSIFICATIONS)

C2.1 Single Collective Agreement

a. The Central and Local Terms of this collective agreement shall constitute a single collective agreement for all purposes.

C2.2 Term of Agreement

a. In accordance with Section 36 and Subsection 41(1) of the *School Boards Collective Bargaining Act, 2014*, the term of this collective agreement, including Central Terms and Local Terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.3 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.

C2.4 Term of Letters of Understanding

a. Subject to Section 36 of the *School Boards Collective Bargaining Act, 2014*, all Central Letters of Understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated herein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C2.5 Amendment of Terms

- a. In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, 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.

C2.6 Notice to Bargain

- a. Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Sections 28 and 31 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b. Notice to commence bargaining shall be given by a Central Party:
 - i. Within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. Within such greater period agreed upon by the parties; or
 - iii. Within any greater period set by regulation by the Minister of Education.
- c. Notice to bargain centrally constitutes notice to bargain locally.
- d. Where no Central Table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C3.00 DEFINITIONS

C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in the Local Terms of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C3.2 The “Central Parties” shall be defined as the Employer Bargaining Agency, the Council of Trustees’ Association (CTA) and the Employee Bargaining Agency, the Ontario Council of Educational Workers (OCEW).

The Ontario Council of Educational Workers (OCEW) refers to the designated Employee Bargaining Agency pursuant to subsection 20 (2) of the Act for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. The OCEW is composed of:

1. COPE Ontario and its Locals 103, 429, 454, 527 and 529.
2. Educational Resource Facilitators of Peel.
3. Essex and Kent Counties Skilled Trades Council.
4. Labourers’ International Union of North America, Local 837.
5. Maintenance and Construction Skilled Trades Council.
6. Ontario Public Service Employees Union. O. Reg. 163/14, s. 1.
7. Unifor – O. Reg 59/19 s. 2

The Council of Trustees' Associations (CTA) refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the Act for central bargaining with respect to employees in the bargaining units for which OCEW is the designated employee bargaining agency. For the purpose of this agreement, the CTA is composed of the Ontario Catholic School Trustees’ Association and the Ontario Public School Boards’ Association.

C3.3 “Employee” shall be defined as per the *Employment Standards Act*.

C3.4 “Casual Employee” means,

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

C3.5 “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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 The CTA and OCEW agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C4.5 The committee shall include up to six (6) representatives from OCEW and up to six (6) representatives from the CTA. The parties agree that the Crown may attend meetings.

C4.6 OCEW and CTA representatives will each select one co-chair.

C4.7 Additional representatives may attend as required by each party.

C5.00 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 *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a. 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.
- b. The “Central Parties” to the grievance process shall be defined as the Council of Trustees’ Association and the Ontario Council of Educational Workers (OCEW).
- c. The “Local Parties” shall be defined as the parties to the collective agreement.
- d. “Days” shall mean regular school days.

C5.2 Central Dispute Resolution Committee

- a. There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from the Council of Trustees’ Association, two (2) representatives of the Crown and four (4) representatives from the OCEW.
- b. The Committee shall meet at the request of one of the Central Parties. The Committee may meet in person, by tele or video conference or in any other manner agreeable to the committee.
- c. The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d. The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the Central Parties.
 - ii. To participate in voluntary mediation
 - iii. To intervene in any matter referred to arbitration.
- e. 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.
- f. 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.
- g. Each of the Central Parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a. Any central provision of the collective agreement alleged to have been violated.
- b. The provision of any statute, regulation, policy, guideline, or directive at issue.
- c. A detailed statement of any relevant facts.
- d. The remedy requested.

C5.4 Referral to the Committee:

- a. Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b. A Central Party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c. The Committee shall complete its review within 10 days of the grievance being filed.
- d. If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee acting by consensus, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e. If the grievance is referred to arbitration, the other responding central party shall file a detailed statement of any relevant facts and its position on any issues remaining in dispute with the other Central Party and the Crown within 10 days. Within a further 10 days, the Crown shall advise the parties of its intent to intervene in the arbitration process and shall include a detailed statement of any relevant facts and its position on any issues remaining in dispute and file that statement with the Central Parties.
- f. All timelines are directory and may be extended by mutual consent of the parties.

C5.5 Voluntary mediation:

- a. The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b. 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.
- c. Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator:

- a. Arbitration shall be by a single arbitrator.
- b. The Central Parties shall select a mutually agreed upon arbitrator.
- c. The Central Parties may refer multiple grievances to a single arbitrator.
- d. Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.
- e. The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.7 The arbitrator shall have all of the powers provided to arbitrators under the *Labour Relations Act* and under section 43 of the *School Boards Collective Bargaining Act, 2014* and the authority to order a remedy which the arbitrator considers just and reasonable.

C6.00 WORK YEAR

The fulltime work year for all employees employed in EA and ECE job classes shall be a minimum of 194 work days to correspond with the school year calendar.

C7.00 SPECIALIZED JOB CLASSES

Where there is a difficulty with recruitment or retention for a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the Local Parties may agree to apply a temporary skills shortage allowance to that job class in order to assist with recruitment and retention.

C8.00 BENEFITS

The Parties have agreed to include in a Historical Appendix of Central Terms – For Reference Only, (a) Letter of Agreement #4 of the 2014-17 Agreement on Central Terms; and (b) a template local agreement between the school boards and the Unifor local with respect to Employee Life and Health Trust (ELHT) Benefits.

Subject to provisions in this agreement, the Parties agree that since all active eligible employees have now transitioned to the Ontario English Catholic Teachers Association (OECTA) ELHT that 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.

The date on which the board and the bargaining unit commenced participation in the OECTA ELHT shall be referred to herein as the "Participation Date". For employees who joined the OCEW Benefits Plan, the Participation Date was June 1, 2018. For employees who joined the Unifor Benefits Plan, the Participate Date was November 1, 2018.

C8.1 Eligibility and Coverage

- a) The OECTA ELHT will maintain eligibility for OCEW and Unifor represented employees who are currently eligible for benefits, and any newly eligible employee covered by the local terms of the applicable collective agreement ("OCEW represented employees").
- b) Retirees who were previously represented by OCEW or Unifor, who were, and still are members of a board benefit plan as at the participation date are eligible to receive benefits through the ELHT with funding based on prior arrangements. Retirees will be eligible to transition from Board run benefits plans into segregated plans administered by the OECTA ELHT, subject to a Board's right to opt out, in accordance with Letter of Agreement #14.
- c) No individuals who retire after the Participation Date are eligible for benefits.
- d) Notwithstanding b) and c):
 - i. applicable Windsor Essex Catholic District School Boards' Unifor employees and retirees will be administered in accordance with the Minutes of Settlement signed by Unifor and the Crown on November 17, 2016;

- ii. applicable Greater Essex County District School Boards' Skilled Trades employees and retirees will be administered in accordance with the Minutes of Settlement signed by the school board, the members of the Skilled Trades Council, and the Crown on February 7, 2019; and
- iii. Nothing in this agreement shall be construed as altering the fundamental obligations assumed by any party to the Minutes of Settlement referenced in i. or ii above.

C8.2 Funding

Funding related to the ELHT Benefit Plan(s) will be based on the following:

- a) A reconciliation process based on the financial results for the year ending on August 31, 2022 equal to the lesser of the total cost of the OCEW and Unifor plans per FTE and the funding rate per FTE as of September 1, 2021. This reconciliation will adjust the amount per FTE as of September 1, 2022.
 - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2022. The Parties and the Crown agree to jointly request that the OECTA ELHT provide the audited financial statements, at the OCEW and Unifor's Benefit plan expense, no later than November 30, 2022.
 - ii. The total cost represents the actual costs related to the delivery of the OCEW and Unifor benefit plans through the OECTA ELHT. Total cost is defined as the total cost on August 31, 2022 audited financial statements, excluding any and all costs related to retirees and optional employee benefit costs. The Parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of the OCEW and Unifor benefits plan and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting, auditing, and advisory fees, legal fees and all other costs and taxes as reported in the OECTA ELHT audited financial statements.
- b) Funding amounts for benefits maintenance or improvements to adjust the current OCEW rate (\$5,489.12) and Unifor rate (\$5,529.14):
 - i. September 1, 2019: 1%
 - ii. September 1, 2020: 1%
 - iii. September 1, 2021: 1%
- c) In addition to b), within 90 days of confirmation that all OCEW bargaining units have completed ratification of the local terms, the Crown shall make a
 - i. one-time payment of \$2,500,000 (inclusive of tax) to the OECTA ELHT – OCEW separate account; and
 - ii. a one-time payment of \$250,000 (inclusive of tax) to the OECTA ELHT – Unifor separate account.

- d) All funding outlined in d) i) shall be conditional on no enhancement being made to the OCEW or Unifor Benefit Plans over the term of the agreement equivalent to an annual increase of greater than 1% of total benefits costs as defined in a) ii) or any reductions to existing premium share or the introduction of a premium holiday. For clarity, the total value of all plan enhancements or premium holidays made up to August 31, 2022, shall not exceed 1% of the annual OCEW or Unifor Benefits Plan costs for the year in which the enhancement is made. The OECTA ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases, at the OCEW or Unifor's Benefit plan expense, should any of the sponsoring parties request it. For clarity, changing the enrollment from closed to an open enrollment, without expanding eligibility to new groups of employees or a merger or harmonization of the OCEW and Unifor benefits plans, is not considered a plan enhancement.
 - i. If the audited financial statements for the years ending December 31, 2020 or December 31, 2021, report net assets below 15% of the total cost of the OCEW or Unifor benefit plans, due to inflation for that year, defined in a) ii), the rate determined under b) shall be increased by 3% retroactive to the beginning of that school year in each of two years the net assets are below the threshold. This increase will only apply to the benefit plan that falls below the threshold.

C8.3 Cost Sharing

- a) The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the ELHT, maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- b) Any cost sharing or funding arrangements regarding the EI rebate will remain status quo.

C8.4 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 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 board to the OECTA 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 OECTA ELHT in a lump sum on a board by board basis.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OECTA ELHT, the dispute shall be resolved between the board and the local union represented by OCEW. If no resolution to the issue can be achieved it shall be subject to the Central Dispute Resolution Process.

C8.5 Pay in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.
- b) For all construction or maintenance employees participating in a benefits plan provided by their construction union or affiliate, payment for this arrangement will remain the on-going obligation of the affected boards.
- c) New hires after the Participation Date who are eligible for benefits through the OECTA ELHT are not eligible for pay in lieu of benefits.

C8.6 Privacy

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

C8.7 Benefits Committee

A benefits committee comprised of the employee representatives and the employer representative, including the Crown, will convene upon request to address all matters that may arise in the delivery of the OCEW benefits plan.

C9.00 STATUTORY LEAVES OF ABSENCE/SEB

C9.1 Family Medical Leave or Critical Illness Leave

- i. Family Medical Leave or Critical Illness leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- ii. The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- iii. 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.
- iv. Seniority and experience continue to accrue during such leave(s).
- v. 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 for payment for the employee's share of the benefit premiums, where applicable.
- vi. In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with vii. to x., if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- vii. The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent 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 work 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 E.I. and their regular gross pay.
- viii. Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- ix. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- x. The employee must provide the Board with proof that he/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.

C10.00 SICK LEAVE

C10.1 Sick Leave/Short Term Leave and Disability Plan – Employees (excluding casual and term employees)

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 emergencies. Appointments shall be scheduled outside of working hours, where possible.

b) Sick Leave Days

Subject to paragraphs C10.1 d) i-v below, full-time 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 C10.1 d) i-v below, full-time 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 C10.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C10.1 d) i-v below.

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or 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 C10.1(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 his/her full FTE without absence due to illness.
- iv. For the purpose of iii) of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.
- v. 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 his/her 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. Once provided, the new allocation will be reconciled as necessary, consistent with (a) (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. Where any employee is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use an 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.
- vii. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) WSIB & LTD

- i. An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school board's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor. For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

f) 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 90% to 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 100%.

g) Sick Leave and STLDP Eligibility and Allocation for Employees in a Long-Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to an employee in a term assignment:

- i. Employees working 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 their working days compared to the full working year for their classification. The length of the sick leave shall be limited to the length of the assignment.
- ii. 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 term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. An employee 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.

h) Administration

- i. The Board may require and the employee shall provide medical confirmation of illness or injury to substantiate access to 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 his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- 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.
- v. The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

i) Proof of Illness

1. A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is required to be provided by the Employee for absences of five (5) consecutive working days or longer.
2. Where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Benefit Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the Union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school Board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.
3. In cases where the Employee's failure to cooperate is the result of a medical condition, the Board shall consider those extenuating circumstances in arriving at a

decision.

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

When an Employee/Plan Member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the Employee/Plan Member's regular pay.

Contributions for OTPP Plan Members:

When an Employee/Plan Member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.

If the Employee/Plan Member exceeds the maximum allowable paid sick leave before qualifying for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP), pension contributions will cease. The Employee/Plan Member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short-term sick leave provision and qualification for Long-Term Disability (LTD)/Long-Term Income Protection (LTIP) when employee contributions are waived. If an Employee/Plan Member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

C11.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an Employee is required through direction by the Board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work, including any relevant overtime/lieu time provisions, shall apply.

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with Board professional staff.

APPENDIX A – RETIREMENT GRATUITIES

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- a) 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.
- b) 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,
 - i. 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
 - ii. the Employee's salary as of August 31, 2012.
- c) 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).
- d) 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.
- e) For the purposes of the following Boards, 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:
 - a. Hamilton-Wentworth District School Board
 - b. Hamilton-Wentworth Catholic District School Board

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee Name: <i>(Please print)</i>	Employee Signature:
Job Title:	Telephone No:
Employee ID:	
Employee Address:	Work Location:

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

1. Health Care Professional: The following information should be completed by the Health Care Professional

First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
--------------------------------	--

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of Hand(s): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Left Hand</td> <td style="width: 50%; border: none;">Right Hand</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Gripping</td> <td style="border: none;"><input type="checkbox"/> Gripping</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Pinching</td> <td style="border: none;"><input type="checkbox"/> Pinching</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Other (<i>please specify</i>):</td> <td style="border: none;"><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

<input type="checkbox"/> Bending/twisting repetitive movement of <i>(please specify)</i> :	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---	---	---	--

2B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (*Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*)

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> Fewer than 6 <input type="checkbox"/> 6 - 10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days <input type="checkbox"/> Permanently	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: dd mm yyyy
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions.
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Should the absence continue, updated medical information may be requested after the date of the follow up appointment indicated in section 4.

4: Recommended date of next appointment to review Abilities and/or Restrictions: **dd** **mm** **yyyy**

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Job Security

The parties acknowledge that education workers contribute in a significant way to student achievement and well-being.

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a) A catastrophic or unforeseeable event or circumstance;
 - b) Declining enrolment;
 - c) Funding reductions directly related to services provided by bargaining unit members; or
 - d) School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a) In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b) In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c) 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).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a) The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - b) Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after

consultation with the union on alternative measures, which may include:

- a) priority for available temporary, casual and/or occasional assignments;
- b) the establishment of a permanent supply pool where feasible;
- c) the development of a voluntary workforce reduction program (contingent on full provincial government funding).

- 5. The above language does not allow trade-offs between the classifications outlined below:
 - a) Educational Assistants/CYWs
 - b) ECEs/ DECEs
 - c) Office/Clerical
 - d) Custodians/Cleaners
 - e) Maintenance/ Construction Trades
 - f) Instructors
 - g) Professionals (including Speech Pathologists)
 - h) Information Technology Staff
 - i) Library Technicians
 - j) Central Administration
 - k) Media Specialists
- 6. Any and all existing local collective agreement job security provisions remain.
- 7. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
- 8. This Letter of Understanding expires on August 30, 2022.

LETTER OF AGREEMENT #2

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Scheduled Unpaid Leave Plan

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

For Employees who work a 10-month year a School Board will identify two (2) Professional Activity days in each of the years outlined above, that will be made available for the purpose of the SULP.

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

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

For Employees enrolled in the OMERS pension, the employer will deduct the Employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS. The following clause is subject to either Teacher Pension Plan amendment or legislation: Within the purview of the *Teachers' Pension Act* (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

Contributions will be made by the Employee/Plan Member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
The government/employer will be obligated to match these contributions;
The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and

The plan amendments will respect any legislation that applies to registered pension plans, such as the *Pension Benefits Act* and *Income Tax Act*.

This Letter of Agreement expires on August 30, 2022.

LETTER OF AGREEMENT #3

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Professional Activity Day

The parties confirm that there will continue to be seven (7) PA Days during the term of this collective agreement. There will be no loss of pay for OCEW members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. OCEW members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

Casual employees who are directed to attend training on PA Days will be compensated in accordance with current local collective agreement provisions.

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Sick Leave

The parties agree that any current 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.

- a. Responsibility for payment for medical documents.
- b. Sick leave deduction for absences of partial days.

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

LETTER OF AGREEMENT #5

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Half-Day Violence Prevention Training

A half-day of training on violence prevention paid at the employee's usual rate will occur during the 2020-2021 and 2021-2022 school years. The training will occur on a Professional Activity Day prior to December 31 of each year.

Training topics may include:

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

Consultation between the school board and the local union will occur regarding the half-day training on violence prevention.

This letter will not limit a school board from providing additional violence prevention training if it chooses to do so.

LETTER OF AGREEMENT #6

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #5 (Half-Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half-Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

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

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

LETTER OF AGREEMENT #7

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Employment Insurance (E.I.) Rebate

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits and is therefore status quo until August 31, 2022.

LETTER OF AGREEMENT #8

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

RE: Professional Development

The parties acknowledge the important skills and expertise that Educational Workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement. Where the Ministry provides funds to local School Boards specifically to provide professional development to Employees covered by this collective agreement, local School Boards shall consult with local Union representatives prior to finalizing and delivering the funded professional development.

LETTER OF AGREEMENT #9

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Children's Mental Health, Special Needs and Other Initiatives

The parties acknowledge the ongoing implementation of the Children's Mental Health Strategy, the Special Needs Strategy, and other initiatives within the Province of Ontario.

The parties further acknowledge the importance of initiatives being implemented within the Provincial Schools System including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

It is agreed and affirmed that the purpose of the initiatives is to enhance existing mental health and at risk supports to School Boards in partnership with existing Professional Student Services Support Staff and other school personnel. It is not the intention that these enhanced initiatives displace OCEW members, nor diminish their hours of work.

LETTER OF AGREEMENT #10

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Status Quo Central Items

The parties agree that the following central issues have been addressed at the Central Table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Long-Term Disability
2. Hours of Work, excluding scheduling
3. Work Week, excluding scheduling
4. Work Year, excluding scheduling (other than those contained herein)
5. Preparation and planning for all staff whose core duties are directly related to student/learner instruction
6. Staffing levels
7. Paid Vacation and Holidays including Statutory Holiday
8. Weekly Indemnity
9. Paid Education Leave
10. WSIB Top up
11. Technical Training Fund
12. Long Service Pay
13. OMERS
14. Allowances/Premiums, except for increases which are dealt with elsewhere in the central agreement
15. Supply Custodian Language
16. Women's Advocacy Training
17. Licencing
18. Bereavement Leave
19. Compassionate Leave
20. Personal Days
21. Deferred Salary Leave Plan
22. Job Security
23. Employee Assistance Plan
24. Sick Leave to establish E.I. Maternity Benefits

LETTER OF AGREEMENT #11
BETWEEN
The Ontario Council of Educational Workers
(Hereinafter 'OCEW')
AND
The Council of Trustees Associations
(Hereinafter The 'CTA')
AND
The Crown

RE: Ministry Initiatives

OCEW Members will be an active participant in the consultation process at the Ministry Initiatives Committee. The Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training and resources.

LETTER OF AGREEMENT #12

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The '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, and any further amendments to the Terms of Reference as may be agreed to from time to time.

Within thirty (30) days following the date of ratification of the central terms, the Parties and the Crown will jointly recommend to the Provincial Working Group - Health and Safety that the issue of workplace violence, including sexual violence (as defined in the Occupational Health and Safety Act, as amended) be added to the Working Group's agenda at the first available opportunity. Jointly recommended topics for discussion will include:

- the provision of information and training on the use of the school board's online reporting tool to report an incident of workplace violence
- conducting a risk assessment following an incident of workplace violence
- the provision of safety-relevant information to employees related to workplace violence
- the ability to summon immediate assistance following an incident of workplace violence.
- other topics as the Parties and the Crown may jointly agree to recommend for discussion

LETTER OF AGREEMENT #13

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Status Quo Central Items and Items requiring Amendment and Incorporation

The parties agree that the following central issues have been addressed at the Central Table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Pregnancy Leave Benefits

Definitions

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

Common Central Provisions

- a) Permanent employees and employees in term assignments who are eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive a SEB plan to top up their E.I. Benefits. An Employee who is eligible for such leave shall receive the equivalent of 100% of salary as set out below, for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) 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.

- d) Permanent employees and employees in term assignments not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- e) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- f) Permanent employees and employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- g) Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment, whichever is less.
- h) If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- k) Casual employees have no entitlement to the benefits outlined in this article.

Local Bargaining Units will identify which of the SEB Plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). the full article should then reside in Part B of the collective agreement:

- i. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible employees. An Employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and their regular gross pay;
- ii. A SEB Plan with existing superior entitlements;
- iii. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide six (6) weeks at 100% pay and an additional 11 weeks at 90%.

2. Statutory/Public Holidays

School boards shall ensure that within their local collective agreement terms, Family Day is included as a statutory/public holiday.

3. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

Where a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave in the 2019-2022 collective agreement. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2019-22 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the Employee received WSIB top-up prior to September 1, 2012.

For Boards who did not have WSIB top-up prior to the MOU, status quo to be determined. Provisions related to this article remain status quo in accordance with terms and conditions with collective agreements from August 31st, 2014.

4. Short Term Paid Leaves

The parties agree that the issue of short term paid leaves has been addressed at the Central Table and the provisions shall remain status quo to the provisions in current local collective agreements. For further clarity, any leave of absence in the 2008-2012 local collective agreement and including modifications made during local bargaining if any, that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short term paid leave provisions in the 2008-12 collective agreement or modifications made during local bargaining if any that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2019-22 collective agreement.

Provisions with regard to short term paid leaves shall not be subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

5. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. An Employee is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.

The following language applies only to those employees eligible for the gratuity above: ”*[insert current Retirement Gratuity language from local collective agreement]*

6. Sick Leave to Bridge Long Term Disability Waiting Period

Boards which have Long Term Disability waiting periods greater than 131 days shall ensure there is language that accords with the following entitlement:

An Employee who has applied for long-term disability is eligible for additional short term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the Employee to the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the Employee was required to wait more than 131 days before being eligible for benefits under a Long-Term Disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

LETTER OF AGREEMENT #14

BETWEEN
The Ontario Council of Educational Workers
(Hereinafter 'OCEW')
AND
The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: ELHT Benefit Matters

1. Repurposing of the Education Worker Protection Fund (EWPF)

Funding that would have been made available for the purpose of creating an Education Worker Protection Fund shall be provided as additional funding for the OCEW employee benefit plan(s) provided through the Ontario English Catholic Teachers' Association (OECTA) Employee Life and Health Trust (ELHT) as per collective agreement article C8.0 Funding c) and d).

2. OCEW and UNIFOR Benefit Plans Committee

Whereas the current structure of the OCEW Employee Life and Health Trust includes both a Unifor Benefits Plan and an OCEW Benefits Plan, the Parties agree to establish a committee comprised of employee representatives from OCEW, employee representatives from Unifor, employer representatives, Crown representatives, representatives from the Employee Life and Health Trust (OECTA ELHT) and its third-party administrator to discuss matters relating to the delivery of the benefit plans through the OECTA ELHT.

The committee will also explore the creation of a single benefit plan for all OCEW represented employees. As part of this work, the committee will identify, investigate, and discuss the following:

- The differences between the current OCEW and Unifor Benefit Plans.
- Considerations of joining the OCEW and Unifor Benefits Plans.
- Pathways to transitioning to a single Benefits Plan.

The work of the committee will be shared with all parties prior to the next round of bargaining.

Should all of the members of the committee agree to a single OCEW Benefits Plan, it shall be established on or before the expiration of this collective agreement.

3. Retirees

The Parties and the Crown agree to meet for the purpose of transitioning retirees currently in board-run benefits plans into segregated plan(s) administered by the OECTA ELHT, based on the following:

- i. Basic plan design is the active member plan design
- ii. School boards can request alterations to the plan design to meet their specific needs (limited to survivor coverage for health and dental benefits, out of country coverage, hearing aids, physiotherapy, and private duty nursing) subject to the coverage being available by the carrier. It is not the intent of the parties to enhance the benefits coverage of the retirees. For example, life insurance is not to exceed the existing level of coverage.
- iii. Boards can opt out of the ELHT plan for retirees. It is understood that such opt out is irrevocable.
- iv. The plan administrator will advise each school board of the per member premium cost on an annual basis.
- v. Any annual plan deficit shall be captured in the premiums charged to school boards and retirees in the subsequent benefit year.
- vi. Any terminal deficit is the responsibility of all school boards who had members in the plan, based on a formula that includes the school board's time in the plan and retiree enrolment.
- vii. School boards maintain any liability resulting from any issues arising as a result of members being transferred to the ELHT benefits plan for retirees. For clarity, once the transition is completed, the school board is not liable for any subsequent decisions by the Trust.
- viii. Any school board wanting to move its retirees into a plan administered by the ELHT shall sign a participation agreement.

The Parties and the Crown shall meet within sixty (60) days of ratification of central terms to discuss the transfer of retirees to the trust as described above and timelines for the transition.

If by August 31, 2020 the Parties and the Crown are unable to resolve all disputes concerning the transfer of retirees to the trust as described above and the timelines for transition, the Parties and the Crown (as participant) agree to refer the matter to arbitration with a mutually agreed upon arbitrator. The arbitrator shall determine any outstanding disputes based on the terms of this Memorandum of Understanding. The Parties agree that any arbitration on outstanding disputes shall be scheduled expeditiously.

The Parties and the Crown agree that the timelines in this retiree section may be changed based on mutual agreement.

4. Surplus/Reserves

All eligible and available surpluses remaining in board-owned defined benefit and board-owned defined contribution plans as a result of the transfer of OCEW and Unifor benefit plans to the OECTA ELHT will be allocated between the school board and the employees. The employees' share is to be transferred to the applicable Trust 90 days after all Central Employee Workers' unions or council of unions, Teachers' Federations, and other unions have signed their respective Agreement on Central Terms or other agreements with this process.

- A. For policies where employee groups were tracked separately:
 - i. The share of the total eligible and available surplus to be transferred to the OECTA ELHT - OCEW and Unifor separate accounts is the total OCEW and Unifor eligible and available surpluses multiplied by an amount equal to OCEW and Unifor represented employees' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.

- B. For policies where multiple employee groups were pooled together:
 - i. The total eligible and available surpluses will be allocated to each employee group based on the total paid premiums or claims costs of each group based on information provided to the ministry for the 2014-15 school year.
 - ii. The share of the total eligible and available surplus to be transferred to the OECTA ELHT - OCEW and Unifor separate accounts is the total OCEW and Unifor eligible and available surpluses (calculated in B.i above) multiplied by an amount equal to OCEW and Unifor represented employees' pro rata share of employee premiums based on the employees' premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.

- C. For policies where employee groups were tracked separately and pooled together:
 - i. Separately tracked surpluses are to be subtracted from the total eligible and available surpluses. The share of the separately tracked surpluses is to be transferred to the OECTA ELHT – OCEW and Unifor separate accounts as per the process described in section A above.
 - ii. The remaining eligible and available surpluses are then distributed based on the process described in section B above.

The total surplus amount to be allocated in sections A, B and C, will be based on the school board's final surplus balance as reported by the boards' insurance carriers or, in the case of board-owned defined contribution plans, the boards' financial systems.

All school board reserves for Incurred But Not Reported (“IBNR”) claims and Claims Fluctuation Reserve (“CFR”) will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

School boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the school board.

The school boards will not make any withdrawal, of any monies, from any health care benefit plan reserve, surplus and/or deposit until direction by the ministry on the distribution of surpluses/reserves to the OECTA ELHT - OCEW and Unifor separate accounts is provided to school boards.

Upon receipt by the OECTA ELHT – OCEW and Unifor separate accounts of all surplus amounts indicated in sections A, B, and C of this Memorandum of Understanding, OCEW agrees to withdraw all central and local grievances related to eligible and available surpluses remaining in board-owned defined benefit and board-owned defined contribution plans.

HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Public School Board Association
(hereinafter called 'OPSBA')

AND

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

AND

The Ontario Council of Educational Workers
(hereinafter called 'OCEW')

RE: Benefits

The parties agree that, once all Employees to whom this Memorandum of Settlement of the Central Terms applies become covered by the Employee Life and Health Trust contemplated by this Letter of Agreement (LOA), all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The OCEW shall request inclusion into an education sector Employee Life and Health Trust (ELHT), (hereinafter, the "Trust") within fifteen (15) days of central ratification. Should OCEW fail to reach agreement, consistent with the parameters contained herein, by February 29, 2016, the parties to this LOA will meet to consider other education sector Trust options in the Province of Ontario.

The parties to this LOA agree to comply with the Trust's requirements. If the Trust agrees to accept the request for inclusion, the provisions of the agreement between OCEW and the Trust shall be reflected in the participation agreement.

The provisions contained herein shall be applicable to OCEW within the Trust.

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

The parties agree that there are a number of governance options, of which one governance option is set out in 1.0.0 below.

1.0.0 GOVERNANCE

OCEW shall be a separate division within the Trust and accounted for separately.

1.2.0 The parties confirm their intention to develop a governance structure that may include the following:

- e) the addition of a non-voting trustee to be appointed by the OCEW to the Board of Trustees or an alternative representation option available pursuant to the terms of the Trust
- f) the creation of an OCEW subcommittee of the Trust with the following responsibilities pertaining to the OCEW division:
 - e) Plan design and amendments,

- f) Use of surpluses,
- g) Necessary actions or decisions required during a period in which the claims fluctuation reserve is less than 8.3% of annual expenses over a projected three year period,
- h) Any matter related to copay arrangements, and
- i) Any other matters as appropriate.

The sub-committee decisions must comply with the requirements of the Trust and be approved by the Trust.

2.0.0 ELIGIBILITY and COVERAGE

2.1.0 The following OCEW represented Employees are eligible to receive benefits through the Trust:

2.1.1 Employees who are covered by the Local Collective Agreement and currently eligible for benefits provided by the Board in collective agreements.

2.1.2 Retirees who were, and still are, members of a District School Board hereinafter referred to as the “Board(s)” benefit plan at August 31, 2013 based on the prior arrangements with the Board.

2.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

2.1.4 No individuals who retire after the Board Participation Date are eligible.

2.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other Employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

2.3.0 Each Board shall provide to the Trustees of the ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

3.0.0 FUNDING

3.1.0 Start-Up Costs

3.1.1 The Government of Ontario will provide:

- d) A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on or before September 1, 2016.
- e) A one-time contribution of 2.6% of annual benefit costs (estimated to be approximately \$615,000), to cover start-up costs and/or reserves.

3.1.2 The one-time contributions in 3.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.

3.1.3 The Crown shall pay \$300,000 of the startup costs referred to in s. 3.1.1 (b) on the date of ratification of the Central Agreement and shall pay a further \$300,000 subject to the maximum amount referred to in s. 3.1.1 (b) by June 1, 2016. The balance of the payments, if

required under s. 3.1.1 (b), shall be paid by the Crown on the day the Trust becomes effective. The funds shall be transferred as instructed by OCEW subject to the province's transfer payment and accountability requirements.

3.2.0 On-Going Funding

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

3.2.2 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.

3.2.3 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

3.2.4 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and Employees' premium share.

3.2.5 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- b) If available, the paid premiums or contributions or claims costs of each group; or
- c) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

3.2.6 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the Board.

3.2.7 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

3.2.8 OCEW shall retain rights to their data.

3.2.9 For the current term, the Boards agree to contribute funds to support the Trust as follows:

- The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;

- e) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education. Total Cost excludes retiree costs.
- The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.
- f) For purposes of i) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits and excludes those described in 3.2.9(r).
- All amounts determined in this Article 3 shall be subject to a due diligence review by OCEW. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by OCEW. If any amount cannot be agreed between OCEW and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
 - i. In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either OCEW or the Council of Trustee Associations (CTA)/ Crown concludes, in good faith, following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits, then either OCEW or the CTA/Crown may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
 - ii. Prior to September 1, 2016, on any material matter, relating to Article 3.2.9, OCEW or the CTA/Crown can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
 - On the participation date, for defined benefit plans, the Boards will contribute to the Trust the amount determined in s. 3.2.9 (b) plus 4% for 2015-16 and 4% for 2016-17.
 - On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
 - An amount of \$300 per FTE, in addition to 3.2.9 (d) and 3.2.9 (e) will be added to the base funding in 2016-17.

- With respect to 3.2.9 (d) and 3.2.9 (e) above, the contributions provided by the Boards will include the Employees' share of the benefit cost as specified by the Board's collective agreement until such time that the Employees' share is adjusted as determined by the Trust and subject to the funding policy.
- The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program and Long-Term Disability Plan shall remain the responsibility of the respective Board and not the Trust maintaining current Employer and Employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- Funding previously paid under 3.2.9 (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and OCEW.
- As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 3.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- The Boards shall deduct premiums as and when required by the Trustees of the ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ELHT with supporting documentation as required by the Trustees.
- Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3 plus 4% in 2015-16 and 4% in 2016-17. Employer and Employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- Some OCEW members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last Board's Participation Date.
- With respect to Casual and Temporary Employees, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for casual and temporary employees the affected Boards will find a similar plan that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.

- For all construction or maintenance employees participating in a benefits plan provided by their construction union or affiliate, payment for this arrangement will remain the on-going obligation of the affected boards.

4.0.0 TRANSITION COMMITTEE

4.1.0 Subject to the approval of ELHT, OCEW may have representation on the ELHT transition committee regarding all matters that may arise in the provision of benefits for Employees represented by OCEW.

5.0.0 PAYMENTS

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

6.0.0 ENROLMENT

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

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

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

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

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

7.0.0 ERRORS AND OMISSIONS RELATED TO DATA

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

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

7.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the Provincial Benefit Plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

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

8.0.0 CLAIMS SUPPORT

8.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

8.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

9.0.0 PRIVACY

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

APPENDIX A – HRIS FILE

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

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

HISTORICAL UNIFOR LOCAL AGREEMENT – FOR REFERENCE ONLY

LETTER OF AGREEMENT (LOA)

Between

UNIFOR
(hereinafter "UNIFOR")

– And –

**AVON MAITLAND DISTRICT SCHOOL BOARD
THUNDER BAY CATHOLIC DISTRICT SCHOOL BOARD
WINDSOR-ESSEX CATHOLIC DISTRICT SCHOOL BOARD
WATERLOO CATHOLIC DISTRICT SCHOOL BOARD**
(hereinafter the "School Boards")

collectively the "Parties"

The parties agree that once all employees to whom this Letter of Agreement applies becomes covered by the Employee Life and Health Trust (ELHT) as contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreements shall no longer be of any effect in those local collective agreements between UNIFOR and the School Boards to the extent there is any conflict with this Letter of Agreement.

UNIFOR and the School Boards mutually agree to transfer school board benefit plans for UNIFOR represented employees to an existing Education Sector ELHT. The ELHT was established to provide benefits to unionized workers who are employed by Ontario school boards, in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). The School Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and the Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements").

It is intended that all UNIFOR represented employees of the School Boards will participate in the OECTA Employee Life and Health Trust (hereinafter, the "Trust") no later than June 1, 2018. The School Boards' participation in the OECTA Employee Life and Health Trust shall be confirmed in a Participation Agreement and the date on which School Boards commence participation in the Trust shall be referred to herein as the "participation date".

The parties to this LOA agree to comply with the provisions set out in this agreement and the Trust's requirements set out in the OECTA Employee Life and Health Trust Agreement. The terms and conditions pertaining to funding, eligibility, coverage and other matters concerning benefits for employees of any Board(s) transportation consortia will be addressed through a separate participation agreement between the consortia, School Board(s) and the Trust.

The parties have asked that the Crown, the Ontario Catholic School Trustees' Association (OCSTA), and the Ontario Public School Boards' Association (OPSBA) sign below to indicate their acknowledgement of, and non-objection to, this agreement.

Part A: Ongoing Funding

1. **Calculation of 2016-17 Funding Amount**
 - (a) The following shall be the basis for all funding (See Appendix A):
 - (i) "Total Cost" means the total annual cost of benefits (not including retirees and daily occasional staff) and related costs including but not limited to claims, administration expenses, risk or profit charges, pool charges, insurance premiums, consulting and advisory fees and all other costs and taxes (RST/HST, plus premium tax amounts) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - (ii) "Total FTE" means the total FTE consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits. The Board's total FTE shall include all job classifications that are eligible for benefits.
 - (iii) The figures as referenced in paragraph 1a(i) and 1a(ii) have been subject to specified audit procedures that were completed by the Board's external auditors and provided to the Ministry of Education. Based on the figures, the Total Cost in 1(a)(i) equals \$2,845,094 and Total FTE in 1(a)(ii) equals 639.5.
 - (b) The Total Cost defined in 1(a)(i) divided by the Total FTE defined in 1(a)(ii) will form the base annual funding amount per FTE for the Trust.
 - (c) On the Participation date, the School Boards will contribute an inflationary amount of 4% for 2015-16 and 4% for 2016-17;
 - (d) On the Participation date, the Crown will contribute an additional \$300 per FTE.
 - (e) For clarity the annual base employer contribution funding per FTE for UNIFOR represented employees inclusive of 1(a) through 1(d) for 2016-17 is \$5,112.
2. **Employer Contributions between September 1, 2017 to August 31, 2018:**
Effective September 1, 2017, an inflationary increase of 4% shall be applied to the Employer Contributions made by the School Board on amounts payable after the Participation Date.
3. **Employer Contributions between September 1, 2018 and August 31, 2019:**
Effective September 1, 2018 an inflationary increase shall be applied to the Employer Contributions made by the School Board of 4%.
4. The inflationary increases in 2 and 3 will result in a funding amount of \$5,316.48 per FTE effective September 1, 2017 and \$5,529.14 per FTE effective September 1, 2018. There will be a reconciliation process based on the financial results for the year ending on December 31, 2019 equal to the lesser of the total cost of the plan per FTE

and \$5,529.14 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2019.

5. Employer Contributions will be made in accordance with the Trust Agreement:
 - (a) The FTE used to determine the Board's benefits contribution will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
 - (b) Amounts previously paid will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
6. In the case of a dispute regarding the FTE count where the applicable benefits package is being provided, the dispute will be resolved between the Board and UNIFOR. If no resolution to the issue can be achieved, it shall be subject to the applicable dispute resolution process of that collective agreement.
7. In addition to the contributions provided by the Boards noted above, the Boards will also remit the employees' share of the benefit cost, if any, as deducted from the employee's pay and as specified by the Trust. For greater certainty, it is agreed that any employee co-share obligation to contribute towards benefit premiums contained in any collective agreement will cease to exist on the Participation Date.
8. The Boards will receive such information as needed from the Trust to perform their administrative duties required to support the Trust in a timely and successful manner. The Boards shall provide the Trust such Human Resource Information System (HRIS) information as necessary on a monthly basis in a timely and successful manner.
9. The Boards will remit an amount equal to 1/12th of the Total Cost per FTE and the employee's share of benefit premiums if any as deducted from the employee's pay to the Trust on the first day of each calendar month thereafter.
10. All parties to this Agreement consent to the incorporation by reference of Section 1 Principles; Section 8 Enrolment; Section 9 Errors and Omissions; Section 10 Claims Support and Section 11 Privacy of the Letter of Agreement #5 between the Ontario Catholic School Trustees' Association; the Ontario English Catholic Teachers' Association, and the Crown.
11. The transition of benefits to the ELHT in this LOA is conditional upon a future amendment to the Grants for Student Needs funding regulation such that the funding amount provided for UNIFOR members would be provided to the Trust in accordance with the Letter of Agreement and the Trust Agreement.

One Time Funding:

12. The Government of Ontario has indicated that it will provide a one-time contribution in respect of employees represented by UNIFOR to the Trust equal to 15% of Total Cost benefit costs defined in Part A-1(a)(1) to establish a Claims Fluctuation Reserve ("CFR") of \$578,928 and an additional CFR contribution to the trust in an amount of \$64,325 for the purposes of covering the trust's tax liability for the CFR payment and is not "net of tax". The parties agree that the Crown shall have no further liability with respect to the tax treatment of the contributions to the CFR described in this section. The CFR amount shall be paid to the Trust within 30 days of a signed participation

agreement. For clarity this amount is \$643,253. The transition of benefits to the ELHT in this LOA is conditional upon the Government's commitment being met, as set out in this section.

Part B: Eligibility and Coverage

13. The following UNIFOR represented employees are eligible to receive benefits through the Trust:
 - (a) Employees who are covered by a Unifor Local Collective Agreement and currently eligible for benefits provided by the Board under the provisions of such collective agreements; and
 - (b) Retirees who were, and still are, members of the School Board's retiree benefit plan at August 31, 2013 based on prior arrangements made with the Board.
 - (c) Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - (d) With the exception of employees in the Windsor Essex Catholic District School Board that are covered by the November 17, 2016 Minutes of Settlement, no individuals who retire after the UNIFOR Participation Date are eligible to receive benefits from the Trust or from the School Boards.
14. Notwithstanding sections 10 and 12 of this agreement, the post-retirement benefits (PRBs) for Windsor Essex Catholic District School Board's UNIFOR employees and retirees will be administered in accordance with the Minutes of Settlement signed by UNIFOR and the Crown on November 17, 2016 ("Minutes of Settlement") and nothing contained in this Letter of Understanding shall be construed as altering the fundamental obligations assumed by any party to those Minutes of Settlement.
15. Premiums for retirees shall be based on sharing arrangements with the school board that existed as of August 31, 2013. Employer and retiree co-shares will remain status quo per local collective agreements in place as of August 31, 2013 or per existing benefit plan provisions.
 - (a) Retirees who became members of a School Board benefit plan after August 31, 2013 and before the Board Participation Date are segregated in their own experience pool, and the premiums are fully paid by the retirees, with the exception of the Windsor Essex Catholic District School Board employees and retirees entitled to receive PRBs under the Minutes of Settlement.
16. The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. Other employee benefit programs may be considered for inclusion, but only if negotiated in any future central collective agreements between

Unifor and the School Boards.

17. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.)

Part D: Governance

18. UNIFOR shall be a separate division within the OECTA Employee Life and Health Trust and accounted for separately. Copies of the audited financial statements and the actuarial evaluation reports, including projections prepared for the Trust for a period of not less than 3 years into the future, and also including any related divisional reporting for the Unifor account will be shared with Unifor.
19. The trust will operate a benefit plan for UNIFOR subject to the funding policy which will include necessary actions or decisions required during a period in which the claims fluctuation reserve is at a minimum, less than 8.3% of annual expenses over a projected three year period.
20. Subject to the approval of the trustees of the OECTA Employee Life and Health Trust, UNIFOR may provide recommendations to the Trust on matters that directly affect the UNIFOR members benefit plan, including the following:
 - i. Plan design and amendments,
 - ii. Use of surpluses,
 - iii. Any matter related to employee contributions, and
 - iv. Any other matters as appropriate.

Part E: Benefit Plan Surpluses/Deficits

21. All eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The amount will be transferred to the UNIFOR separate account as soon as reasonably and feasibly possible following receipt of the interim or terminal financial accounting statements provided by the insurance carrier and in accordance with the following provisions:
22.
 - a) All Boards' reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
 - b) Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
 - c) Upon release of each Boards' IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only

plans (ASO), a surplus, (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.

- d) Prior to transitioning to the Trust, the parties shall determine whether the group transitioning has an eligible and available employer/employee deficit/surplus under the financial arrangements within their existing group insurance policies. For policies where the experience of multiple groups has been combined, the existing surplus will be allocated to each group based on the following:
- (i) If available, the paid premiums or contributions or claims costs of each group; or
 - (ii) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of FTE positions covered by each group in the most recent policy year will be used.

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

23. Where applicable, a Board with deficits in their benefit plans will first recover the deficit through the CFR and IBNR. Where these reserves are insufficient, the remaining deficits shall be the sole responsibility of the Board.
24. A Board will not make any withdrawal, of any monies, from any reserves, surpluses and/or deposits under any health care benefit plan maintained for UNIFOR represented employees nor decrease its benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties' understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until the UNIFOR Participants of the Board commence participation in the Trust.

This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original, and all such respective counterparts shall together constitute one and the same instrument.

Signed on this 23rd day of the May ~~April~~, 2018

UNIFOR


For Unifor Local 2458


For Unifor Local 229


For Unifor Local 302

For Unifor Local _____

SCHOOL BOARD

For Avon Maitland DSB

For Thunder Bay Catholic DSB

For Windsor Essex Catholic DSB

For Waterloo Catholic DSB

SCHEDULE A

SCHEDULE A
Costing Information

	New Data - Active Employees (Excludes Daily Occasionals & Those Not Transferring to Trust)							
	Total Costs Active Employees	Employer Costs	Employee Chargebacks	Employee Premium Cost	FTE	Employer Cost per FTE	Employee Cost per FTE	
Avon Maitland DSB	\$ 408,717	\$ 355,849	\$ 12,485	\$ 40,382	103.6	\$ 3,435	\$ 390	
Thunder Bay Catholic DSB	\$ 291,987	\$ 264,768	\$ 4,229	\$ 22,990	66.1	\$ 4,006	\$ 348	
Windsor-Essex Catholic DSB	\$ 1,404,288	\$ 1,393,393	\$ 5,569	\$ 5,327	297.4	\$ 4,685	\$ 18	
Waterloo Catholic DSB	\$ 766,031	\$ 682,422	\$ 3,646	\$ 79,964	172.4	\$ 3,959	\$ 464	
TOTAL	\$ 2,871,023	\$ 2,696,431	\$ 25,929	\$ 148,663	639.46	\$ 4,217	\$ 232	
4% (15-16)						\$ 4,385	242	
4% (16-17)						\$ 4,561	251	
+\$300 (16-17)						\$ 4,861		
							5,112	
TOTAL FUNDING (BASED ON 14-15 FTE)						\$	3,269,092	
CFR						\$	578,928	

PART B

LOCAL AGREEMENT BETWEEN:

The Peel District School Board
hereinafter called the "Board"

and

Educational Resource Facilitators of Peel
hereinafter called the "Union"

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the Parties to set forth in this Agreement terms and conditions of employment, and to provide the mechanism for the prompt and equitable disposition of grievances which may arise between the Parties.
- 1.02 It is the desire of the Parties to maintain a harmonious relationship between the Board and the Union.

ARTICLE 2 - DEFINITIONS

- 2.01 "Agreement" means this Collective Agreement, all Letters of Intent, Letters of Understanding, and Appendices.
- 2.02 "Board" means the Peel District School Board.
- 2.03 "Union" will have the same meaning as the Educational Resource Facilitators of Peel.
- 2.04 "Employee" means an Employee of the Board included in the bargaining unit defined in article 3.01.
- 2.05 "Full-time Employee" shall mean an Employee employed by the Board on a permanent basis who works five (5) full days per week on a school year basis.
- 2.06 "Part-time Employee" shall mean an Employee employed by the Board on a permanent basis who works a regular number of assigned hours or days per week which is less than a full-time assignment of five (5) full days per week on a school year basis.
- 2.07 "Casual Employee" shall mean an Employee employed by the Board who:
- a) works on a casual basis to replace permanent or probationary Employees absent due to illness, accident, leave of absence, or any other reason which the Board believes to be temporary; or
 - b) works on a casual basis when and as needed by the Board under an arrangement whereby the Employee may elect to work or not for a temporary period when requested to do so; or
 - c) works on a casual basis during periods of heavy workload or other temporary requirements.
- 2.08
- a) A "Long-Term Casual Employee" shall mean a Casual Employee employed by the Board who works for a period of more than ten (10) consecutive working days in the same assignment.
 - b) The ten (10) consecutive days referred to in Article 2.08 a) are deemed to be broken when an absence is initiated by the Long-Term Casual Employee or when the assignment is completed.

ARTICLE 2 - DEFINITIONS (CONTINUED)

- c) Notwithstanding Article 2.08 b) above, the ten (10) consecutive days referred to in Article 2.08 a) shall not be broken when a Long-Term Casual Employee is absent as a result of:
 - i. a death of an immediate family member as determined in accordance with Board Policy #23; or
 - ii. an absence due to inclement weather as determined by the Board's procedures; or
 - iii. an absence due to an unpaid Holy Day on the Board approved Religious Holy Days List determined in accordance with Board Policy #23; or
 - iv. an absence due to Union Leave in accordance with Article 3.08 Recognition.
 - d) Where a Long-Term Casual assignment is known to be ten (10) days or greater at its commencement, the successful Long-Term Casual Employee in the assignment will be eligible for all rights as of the first day of the assignment.
- 2.09
- a) A "Permanent Pre-school Instructional Assistant" shall mean an Employee who works in a pre-school setting and who was recognized by the Board as a permanent Employee prior to January 1, 2000.
 - b) A "Casual Pre-school Instructional Assistant" shall mean an Employee who works in a pre-school setting after January 1, 2000.
- 2.10
- "Designated Early Childhood Educator" (DECE) means a Registered Early Childhood Educator (RECE) who is appointed by the Board to a position as a Designated Early Childhood Educator in the full day kindergarten program.

ARTICLE 3 - RECOGNITION

- 3.01 This Agreement will apply to all Employees in the bargaining unit defined in the certificate issued by the Ontario Labour Relations Board on the 17th day of March, 1999, that is, all Educational Assistants and Designated Early Childhood Educators (DECE) employed by the Peel District School Board, save and except supervisors and persons above the rank of supervisor, persons for whom any trade union held bargaining rights as of April 14, 1998, and Employees employed during the school vacation period.
- 3.02 The Board recognizes the Educational Resource Facilitators of Peel as the sole bargaining agent for all Employees in the bargaining unit defined above.
- 3.03 This Agreement contains all the terms and conditions agreed upon by the Board and the Union with respect to the bargaining unit described in Article 3.01.
- 3.04 The Board recognizes the Union as the sole bargaining agent for the purposes of any further negotiation for the renewal and the administration of this Agreement.
- 3.05 At any further negotiations for the renewal of this Agreement the Board shall recognize and meet with a Negotiating Committee of the Union consisting of not more than seven (7) members of the Educational Resource Facilitators of Peel employed by the Board.
- 3.06 The Board also recognizes the right of the Union to authorize an advisor, agent, counsel, or solicitor to assist, advise, or represent them in all matters pertaining to this Agreement. Any such agent or advisor shall be included in the seven (7) members of the Negotiating Committee outlined in Article 3.05.
- 3.07
- a) The Union shall notify the Board who the members are of its Negotiating Committee, Grievance Committee, Labour Management Committee, Training Committee and Union Executive, and the Board shall not be required to recognize any person as such a Committee or Executive member until so notified.
 - b) The Board shall notify the Union who the members are of its Negotiating Committee, Grievance Committee, Labour Management Committee and Training Committee and the Union will not be required to recognize any person as such a Committee member until so notified.

ARTICLE 3 - RECOGNITION (CONTINUED)

- 3.08 a) The members of the Union's Negotiating Committee, Grievance Committee, Labour Management Committee, Training Committee or Union Executive shall not leave their regular duties as an Educational Assistant or Designated Early Childhood Educator without first obtaining the permission of the Educational Assistant's or Designated Early Childhood Educator's Superintendent/Principal or designate. Such permission shall not be unreasonably withheld.
- b) It is understood that the Committee members will not absent themselves from their regular duties unreasonably.
- c) The Board shall not be obligated to pay a Committee member in respect of such absences, but shall pay the replacement for any such Committee member where it determines that a replacement is necessary in respect of any such absences.
- d) However, the Board shall pay such Committee members for attendance at other meetings (excluding negotiations, conciliation, mediation, grievance or arbitration meetings) held during the regular school day, which are initiated by the Board.
- 3.09 If the Board requires an Employee to meet with their supervisor in order to receive a formal reprimand, suspension, or discharge, the supervisor will inform the Employee that they have the right to have a Union representative present.
- 3.10 Amendments to this Agreement will be made only by mutual agreement in writing of the Board and the Union after ratification by both Parties.

ARTICLE 4 - PROBATIONARY PERIOD

- 4.01
- a) Newly hired Employees shall serve a probationary period of six (6) months within the bargaining unit (excluding non-instructional periods). During the probationary period, an Employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Board. No grievances may be submitted concerning the termination of employment, lay-off, or disciplining of a probationary Employee.
 - b) Notwithstanding 4.01 (a), where the Board is not satisfied that it wishes to retain a probationary Employee beyond the end of the normal probationary period, but the Board has not decided to terminate the Employee's employment immediately, the Parties may agree in writing to an extension of the normal probationary period, pursuant to such terms and conditions as they consider reasonable in the circumstances. Such an extension agreement must normally include the Employee's consent, unless the Employee is not available or able to provide it at the relevant time.
 - c) The probationary period provided for in Article 4.01 a) shall be extended in the case of any Employee who is absent due to unpaid leave of absence, illness or a Workers' Compensation disability for a period of ten (10) working days or more. The length of the extension shall be equal to the length of such absence(s).

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its Administration.
- 5.02 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of an Employee to lodge a grievance under the grievance procedures herein provided for, the Employees and the Union recognize and accept that it is the right of the Board to:
- a) hire, transfer, promote, demote, classify, direct, assign, or lay-off;
 - b) suspend with or without pay, discharge or otherwise discipline for just cause a non-probationary Employee or Long-Term Casual Employee who has been continuously employed in that capacity for two (2) years or more, and suspend with or without pay, discharge or otherwise discipline a probationary or casual Employee other than those referred to above for any reason at the sole discretion of the Board;
 - c) determine the location of operations and services, their expansion or their curtailment;
 - d) contracting out;
 - e) determine the schedules of operations, services to be provided and work schedules;
 - f) determine the methods, procedures and equipment to be employed;
 - g) job content;
 - h) the standards of performance for all Employees;
 - i) the establishment of work or job assignments, or job classifications;
 - j) determine the qualifications of an Employee to perform any particular job or service;
 - k) decide on the number of Employees needed by the Board at any time;
 - l) the number of hours to be worked;
 - m) start and end times; and

ARTICLE 5 - MANAGEMENT RIGHTS (CONTINUED)

- n) to make, enforce, and alter from time to time, reasonable rules, regulations and policies governing bargaining unit Employees which do not conflict with any provisions of this Agreement.

5.03 The Board agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement, and the express provisions of this Agreement constitute the only limitations on the Board's rights.

5.04 Consultation

Should the Board contemplate any major changes in the staffing or delivery of programs, it will consult with the Union in respect of such changes.

5.05 Indemnification

Peel District School Board Policy 63 as approved August 27, 1996 shall apply to all members of the bargaining unit. Policy 63 shall not be amended during the term of this agreement without the consent of the Union. An individual affected by the application or non-application of Policy 63 shall have the right to grieve any alleged violation of the policy pursuant to the grievance procedure.

5.06 The Board agrees to communicate to the Union any proposed new policy or changes in policy of the Board which will directly affect Employees. The Board agrees to consider any submissions made by the Union regarding the proposed new policy or changes in policy before the policy is implemented by the Board.

ARTICLE 6 - UNION SECURITY

- 6.01 During the term of this Agreement the Board agrees to deduct, from each pay of each Employee, the regular monthly fees, dues and Union levy as certified by the Union. The Union shall notify the Board in writing, at least thirty (30) days prior to any changes in the amount of dues, fees or levy, but no later than June 30th for the following September. The Board agrees to insert on the T-4 slips given to each Employee the amount of dues deducted each year.
- 6.02 The amount deducted in accordance with Article 6.01, shall be remitted to the Treasurer of the Union, no later than the fifteenth day following the month in which the deductions were made. The payment will be accompanied by a list showing names, and dues deducted for each Employee. The Board, where possible, shall provide the information in electronic form.
- 6.03 The Union shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deduction and remittance of monthly fees, dues and Union levies by the Board pursuant to this Article, except for non-remittance of monthly fees, dues and Union levies owing to the Union by the Board.
- 6.04 The Collective Agreement will be posted electronically on the Board's Intranet. New Employees will be advised at the time of hire of the location of the electronic version of the Collective Agreement.
- The Board and the Union shall agree as to a limited number of copies to be provided in print of the current Agreement. The cost of printing will be shared equally between the Board and the Union.
- 6.05 Should the Board be eligible for an Employment Insurance Premium Reduction, the Board shall pay, in accordance with the *Employment Insurance Act* and regulations, the Employee's portion of the premium reduction to the Union on or before March 1st of each year.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 The Union agrees that during the life of this Agreement there will be no strikes, picketing, slowdown, or stoppage of work and the Board agrees that there will be no lockout.

Strike and lockout shall be as defined in the *Labour Relations Act and the Ontario School Boards Collective Bargaining Act, 2014*.

7.02 No Employee shall be expected to perform duties carried out by other Employees of the Board should such other Employees be involved in legal strike action against the Board. This article will in no way release an Employee from their professional ethical obligations.

7.03 In the event of prolonged strike action by other employee groups, the Board agrees to meet with the Union Executive to discuss the implications for Employees.

ARTICLE 8 - MISCELLANEOUS

8.01 Unless otherwise specifically indicated in this Agreement, all correspondence between the Parties arising out of, or in connection with, this Agreement shall pass to and from the Superintendent/Director of Human Resources Support Services or designate, and the President of the Union or designate.

8.02 When the context requires, the singular shall include the plural, the masculine shall include the feminine and the feminine shall include the masculine.

8.03 The Board shall provide the President of the Union, or designate, with the names, address, home telephone number, position, employee number, location, start date and FTE of all Employees by October 15th and April 15th according to:

- a) alphabetical order;
- b) location; and
- c) full-time equivalent (FTE)

The Board, where possible, shall provide the above information in electronic spreadsheet form.

8.04 Information

The Board shall provide the President of the Union, or designate, with the following information on a monthly basis:

- a) for new hires: name, address, home telephone number, location, employee number and start date;
- b) for casual new hires: name, address, home telephone number, and employee number;
- c) for all Employees – resignations, retirements, or other terminations of employment: name and employee number;

The Board, where possible, shall provide the above information in electronic spreadsheet form.

ARTICLE 8 - MISCELLANEOUS (CONTINUED)

- 8.05 a) The Board shall provide all newly hired Employees with such information regarding the Union as the Board and the Union may agree is appropriate.
- b) The Board shall provide reasonable advance notice to the Union of any scheduled group orientation sessions for new Employees. The Union will have the ability to attend and participate in the orientation.
- 8.06 All Employees are required to ensure their personal contact information is current within the Board's HRIS self-service system.

ARTICLE 9 - PERSONNEL FILES

- 9.01
- a) Only one official employee record file (hereinafter referred to as the "file") shall be kept for each Employee in the Human Resources Services Department at the H.J.A. Brown Education Centre.
 - b) An Employee shall have reasonable access to the Employee's own file. The file shall be available and open to the Employee for inspection in the presence of a Board Human Resources Department Officer at a mutually convenient time during the regular working hours of the department.
 - c) An Employee shall have the right to respond to any document contained in their own file.
 - d) The Board agrees to place copies of any disciplinary letters or documents in an Employee's personnel file. A copy of the letter shall be given to the Employee and to the Union.
 - e) An Employee may request the removal or amendment of documents in the Employee's personnel file which are of a disciplinary or negative nature after two (2) years has expired following issuance of the document. Such a request shall be made in writing to the Superintendent/Director of Human Resources Support Services, who shall consider the request in their sole discretion.
 - f) An Employee shall be entitled upon request to copies of any materials contained in their personnel file, upon payment of any reasonable charges the Board may levy.
 - g) Notwithstanding Article 9.01 b), where an Employee authorizes in writing access to their files by another person acting on the Employee's behalf, the Board shall provide such access. Copies shall be provided to such representative in accordance with Article 9.01 f).
 - h) Personnel documents that are maintained outside of the Central Board Office shall be stored in a secured location and in a confidential manner.

ARTICLE 10 - HIRING PROCESS

- 10.01
- a) Human Resources Services shall be responsible for the screening of candidates. Successful candidates shall be included on the Board's casual supply list.
 - b) The Board shall undertake to hire Employees with appropriate post-secondary education and directly related experience. Suggested appropriate qualifications include:
 - Advanced Studies in Special Needs in addition to basic Early Childhood Education (E.C.E.)
 - Autism and Behavioural Science
 - Bachelor of Applied Science – Major in Child, Youth and Family
 - Behavioural Science Technology
 - Child and Youth Worker (C.Y.W.)
 - Child and Youth Worker Degree
 - Child Care Worker (C.C.W.)
 - Community Service Worker (Formerly Social Service Worker) (C.S.W.)
 - Community Worker Program
 - Corrections Worker Diploma/Community and Justice Studies
 - Designated Early Childhood Educators (Registration – Ontario College of Early Childhood Educators E.C.E.)
 - Developmental Disabilities Worker (D.D.W)
 - Developmental Service Worker (D.S.W.)
 - Early Childhood Education Degree
 - Early Childhood Education Diploma (E.C.E.)
 - Educational Assistant/Support (E.A / E.S.)
 - Exceptionalities in Human Learning
 - Intervenor for Deaf-Blind Persons
 - Psychology Degree
 - Registered Nurse (R.N.)
 - Registered Practical Nurse (R.P.N.)
 - Social Service Worker (S.S.W.)
 - Social Work Degree
 - Sociology Degree
 - c) Proof of applicable qualifications and a Criminal Record Check must be submitted as a condition of employment.
 - d) The Board and the Union agree that Employees hired prior to December 13, 2000 shall be deemed qualified in their current position.
 - e) The Board agrees to discuss with the Union any changes to the suggested appropriate qualifications list outlined in 10.01 b) before they are implemented.

ARTICLE 10 - HIRING PROCESS (CONTINUED)

- 10.02
- a) When the Board determines that a permanent Employee is required, Human Resources Services will contact the appropriate Superintendent/Principal or designate to initiate the hiring process.
 - b) The position shall be posted on the electronic job posting platform utilized by the Board provided that there are no Employees on the Recall List at or above the job level that have the knowledge, training, skill, ability and qualifications to perform the required work effectively and who are willing to accept the position.
 - c) When the Board determines it necessary, positions shall be posted internally and externally simultaneously. Qualified internal applicants shall be fully and fairly considered by the Board prior to the Board considering external applications. External applications will not be considered until all internal qualified applicants have been reviewed.
 - d) Applicants shall apply directly to the electronic job posting platform utilized by the Board. Postings shall include the following information:
 - i. Position title and description;
 - ii. Location;
 - iii. Any specific qualifications (where required);
 - iv. Pay Level
 - v. An indication of part-time (morning or afternoon if known) or full-time
 - e) Applicants shall apply directly to the Superintendent/Principal or designate.
 - f) Once the hiring decision has been made, the appropriate Superintendent/Principal or designate shall advise Human Resources Services of the candidate's name and start date.
 - g) Human Resources Services shall confirm the appointment in writing to the new Employee (copies to the appropriate Superintendent/Principal or designate) and arrange for documentation with the successful candidate.
 - h) The Superintendent/Principal or designate shall be responsible for notifying the unsuccessful candidates.

ARTICLE 10 - HIRING PROCESS (CONTINUED)

- 10.03 Any position which becomes vacant after January 1st shall be filled on a temporary basis only and shall subsequently be included in the Voluntary Transfer Process in accordance with Article 12. Any exceptions will be reviewed with the Union Executive.
- 10.04
- a) Notwithstanding Article 10.02 b) and 10.03, all Permanent Educational Assistants below Level 4 shall be eligible to apply for Level 4 and Level 5 positions posted throughout the year provided that there are no Employees on the Recall List at that job level that have the knowledge, training, skill, ability and qualifications to perform the required work effectively and who are willing to accept the position.
 - b) Any vacancy created as a result of 10.04 a), which the Board chooses to fill, shall be posted in accordance with Article 10.02.
- 10.05 As a condition of employment, a DECE must be in good standing with the College of Early Childhood Educators.
- 10.06 Term Positions
- a) All Level 4 and Level 5 Educational Assistant positions shall be posted as Term Positions for one (1) year.
 - b) Term Positions are one (1) year renewable based on satisfactory yearly performance to a maximum of three (3) years.
 - c) Educational Assistants may re-apply to the same term position when their term ends for up to a maximum of two (2) terms for a total of six (6) years. After two (2) consecutive terms, they must return to a position through the Voluntary Transfer and Surplus process.
 - d) Educational Assistants in Level 4 and Level 5 positions as of the date of ratification of this Collective Agreement shall be entitled to remain in their role until they retire, resign or their employment is otherwise terminated in accordance with this Collective Agreement.
 - e) Term Positions shall be administered as per the terms of the Term Position Protocol.

ARTICLE 11 - SENIORITY

- 11.01 A seniority list will be generated for Employees. Each Employee will be assigned a seniority number in accordance with the individual's status as a permanent or probationary Employee and hire date.
- 11.02
- a) Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Board or its predecessors, as an Employee in this bargaining unit. An Employee shall have no seniority rights during the probationary period. Upon completion of the probationary period, a new Employee's seniority shall be dated back to the most recent start date within the bargaining unit excluding time employed as a Casual Employee.
 - b) The following rules governing seniority are designed to give Employee's an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Board.
 - c) Long-Term Casual Employees will accrue seniority as per Article 29.03 f). Casual Employees will not accrue seniority.
- 11.03 Seniority once established for an Employee shall be forfeited and the Employee's employment shall be deemed terminated under the following conditions:
- a) if the Employee voluntarily leaves the employ of the Board;
 - b) if the Employee retires;
 - c) if the Employee is discharged and not reinstated through the Grievance Procedure or Arbitration Procedure;
 - d) if the Employee is absent from work in excess of three (3) working days without permission;
 - e) if the Employee fails to report for duty, after a lay-off or upon termination of an authorized leave of absence, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

ARTICLE 11 - SENIORITY (CONTINUED)

- 11.03 f) if twenty-four (24) months or a period equal to the Employee's seniority at the time of lay-off, whichever is less, have elapsed from the date of a lay-off;
- g) if the Employee is permanently disabled from working in the bargaining unit, this provision is subject to the legal obligations of the Board as defined in the Human Rights Code.
- 11.04 The Seniority List, current as of February 1st of each year, shall be distributed electronically. Ties will be broken by the Human Resources Support Services Department with the use of computer technology. The Board shall send an electronic copy of the Seniority List to the President of the Union at the same time as the list is distributed.
- 11.05 The Seniority List is deemed to be accurate if the Union does not advise the Board of any discrepancies within a period of ten (10) days. In the event that the Union challenges the accuracy of the Seniority List and the Board determines that a change is required, after consultation with the Union, the revised Seniority List shall be sent to the President of the Union and redistributed to the system.

ARTICLE 12 - TRANSFER AND SURPLUS

12.01 Definitions

- a) "Voluntary Transfer" - Voluntary Transfer is a transfer from one assignment to another within the jurisdiction of the Peel District School Board in accordance with Article 12.05 initiated by an Employee.
- b) "Administrative Transfer" - a transfer of an Employee from one location to another within the jurisdiction of the Peel District School Board initiated by the Board.
- c) "Excess to Location" - an Excess to Location Employee is one who is identified in accordance with this Article 12 as having no position at the Employee's existing location for the following school year.
- d) "Surplus to Region" - a Surplus to Region Employee is one who is identified in accordance with this Article 12 as having no position within the Board for the following school year and who has received or will receive a lay-off notice pursuant to Article 12.03 b).
- e) "Seniority List" - the list generated by the Human Resources Services Department consisting of the names of Employees in order of seniority as determined in accordance with Article 11.
- f) "Recall List" - a list maintained by the Human Resources Services Department which lists in order of seniority the names of Employees who have been laid off as a consequence of having been declared Surplus to Region in accordance with this Article 12.
- g) "Location" - for the purpose of this article, shall mean the location to which an Employee is assigned, either in a Superintendency or in a school.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

12.02 General

- a) Unless otherwise specified, dates listed in this Article shown as "date*" are as per the Peel District School Board memo entitled "Voluntary Transfer and Administrative Placement of Educational Assistants" and "Voluntary Transfer and Administrative Placement of Designated Early Childhood Educators".
- b) The Board shall determine the number of allocations for the following school year. On or before date*, a designate of the Board shall advise Superintendents and Principals of the allocations for their schools and/or Superintendency. On or before date*, the Board shall advise Employees (inclusive of Itinerants) of changes in allocation for the upcoming school year prior to the onset of the Voluntary Transfer process, on the understanding that changes may occur during or after the Voluntary Transfer process. When determining the number of allocations, the Board shall take into consideration all known student transfers and new admissions for the following school year.
- c) Prior to the determination of tentative assignments, Principals/Supervisors will provide all Permanent Employees with an opportunity to indicate a preference/ rationale regarding their assignments for the following school year. Consideration to stated preferences shall be taken into account when determining a tentative assignment however assignments will be determined in the best interest of students and program.
- d) On or before date*, prior to the Voluntary Transfer Process, Employees shall be informed of their tentative assignment and tentative teaching partner (for DECE's) for the following school year by the Principal/Superintendent. The Principal shall communicate with the individual staff member any changes to the tentative assignments and tentative teaching partner (for DECE's) as early as possible. The remaining vacancies shall be posted as part of the Voluntary Transfer Process.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

12.03 Surplus to Region

- a) In the event that the Board reduces the total number of allocations, Employees shall be declared Surplus to Region based on (1) program (each separate level classification as defined in Article 21.04) and (2) seniority.
- b) On or before date*, Surplus to Region Employees shall receive notice of layoff. A copy of the notice shall be sent to the President of the Union.
- c) The Board may rescind lay-off notices of Surplus to Region Employees any time prior to their effective date. Once their lay-off notices are rescinded, these Employees shall have access to all posted vacancies.
- d) Surplus to Region Employees shall be placed on the Recall List. Lay-off and recall shall be in accordance with Article 13.01.

12.04 Excess to Location

- a) Employees will be declared Excess to Location by (1) program and (2) seniority.
- b) On or before date*, Employees identified as Excess to Location shall be advised by their immediate supervisor and this will be confirmed, in writing, by Human Resources Services on the understanding that additional Excess to Location situations may occur after this date. A copy shall be sent to the President of the Union.
- c) Any exception to this process shall occur after consultation between the Board and the Union.

12.05 Voluntary Transfer

- a) Dates for voluntary transfer and administrative placement shall be determined annually prior to April 30th. These dates and any subsequent revisions shall be determined by the Superintendent/Director of Human Resources Support Services or designate after consultation with the President of the Union or designate.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

- 12.05
- b) When the Board determines that there are permanent Employee vacancies or new allocations for the following school year, the position(s) will normally be posted (first posting) by date* to allow for Voluntary Transfer. Only qualified Employees indicated on the posting shall be eligible to apply
 - c) In all rounds of the Voluntary Transfer Process, candidates for each vacancy will be shortlisted and a minimum of three (3) qualified applicants must be interviewed. In the event that there are fewer than three (3) applicants, all qualified candidates will be interviewed.
 - d) A second posting shall occur by date* and before the Regional Placement Meeting date*. Only qualified probationary/permanent Employees as indicated on the posting shall be eligible to apply.
 - e) A third posting shall occur by date* following the Regional Placement Meeting, if vacancies exist. Only those probationary/permanent Employees who have not already secured a position through the Voluntary Transfer Process and Casual Employees shall be eligible to apply.
 - f)
 - i) Unless by mutual consent of the Employee, the Union, and the Board, an Employee may voluntarily transfer only once during the school year.
 - ii) Notwithstanding Article 12.05 e) and f) i) above, an Employee who has been declared Excess to Location and who has voluntarily transferred to another location may, if a position becomes available at the school from which they were declared excess, apply for the position during the Voluntary Transfer Process but no later than the third posting.
 - iii) Notwithstanding Article 12.05 f) ii), the Parties may discuss individual situations with exceptional circumstances as part of the Voluntary Transfer Process.
 - g) Notwithstanding 12.09, after the third posting, only Casual Employees will be eligible to apply for all remaining postings.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

- 12.05 h) Positions posted shall include, but shall not be limited to, the following information:
- i. Position title and description;
 - ii. Location;
 - iii. Any specific qualifications (where required);
 - iv. Pay Level; and
 - v. An indication of part-time (morning or afternoon if known) or full-time
- i) Excess to Location Employees not successful in obtaining a position during the Voluntary Transfer process shall be considered in order of seniority, by the Board, for a position at or below their current level at the Regional Placement Meeting.
- j) An Employee shall have the right to decline the position offered at the Regional Placement Meeting. Employees who have elected to decline a position at their current level at the Regional Placement Meeting shall be declared Surplus to Region, and placed on the Recall List, but shall not have the right to bump. Employees for which no placement could be found during the Regional Placement Meeting or who elect to decline a position below their current level shall be declared Surplus to Region, placed on the Recall List and shall have the opportunity to bump.
- k) After the completion of each round, a list of positions filled, available positions and Employees remaining excess shall be provided to the Union.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

12.06 Relocation During the School Year for Educational Assistants

- a) i) When a student (or program) moves from one location to another during the school year, the Educational Assistant(s) working with that student (or program) shall normally move with the student (or program). However, if the Educational Assistant(s) requests to remain at the location, the Principal, in consultation with Human Resources, will review this request and if the Principal determines that the request can be accommodated without disrupting the continuity of support for students then the Educational Assistant can stay at the location and the least senior Educational Assistant with the knowledge, training, skill, ability and qualifications to perform the required work effectively will move with the student (or program). Human Resources Services shall communicate with the Educational Assistant(s) and the President of the Union.
- ii) When a student (or program) moves from one location to another for the following school year, upon completion of the Voluntary Transfer Process but before the commencement of the next school year, an Educational Assistant may choose, on a seniority basis, to move with the student (or program). In the event that no Educational Assistant at the location chooses to move with the student (or program), the least senior Educational Assistant at that location shall move with the student (or program) provided they have the knowledge, training, skill, ability and qualifications to perform the required work effectively. Human Resources Services shall communicate with the Educational Assistant(s) and the President of the Union.
- iii) Where an Educational Assistant is relocated during the school year under Article 12.06 the Educational Assistant affected by the relocation shall retain their FTE status, subject to reductions in allocations.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

- 12.06
- b) The Superintendent of Special Education Support Services, or designate, shall communicate with the Superintendent/Principal or designate, informing them of the transfer of the student (or program) and the name of the Educational Assistant(s) going with the student (or program).
 - c) An Educational Assistant who is required to move in accordance with Article 12.06 a) i) or ii) and who elects not to move with the student (or program) shall inform Human Resources Services in writing. This Educational Assistant shall be declared Surplus to Region and shall be placed on the Recall List.
 - d) If the services of an Educational Assistant are not needed in the student's new location or when a student leaves the school system, the Board shall, subject to availability, place the least senior Educational Assistant from the location in an alternate assignment at their current level (1) within the Superintendentcy or (2) within the Region provided that it does not disrupt the continuity of support for students at the location and provided that the remaining Educational Assistants at the location have the knowledge, training, skill, ability and qualifications to perform the required work effectively. If the Board is unable to place the Educational Assistant in an alternate assignment, the Educational Assistant shall be entitled to exercise their rights in accordance with Article 13.01.
 - e) The Board shall arrange for any necessary training regarding specialized procedures.
 - f) Educational Assistants shall be advised of changes in location, electronically, by Human Resources Services with a copy to the President of the Union.

ARTICLE 12 - TRANSFER AND SURPLUS (CONTINUED)

12.07 Administrative Transfer

- a) Administrative Transfers may only take place during the school year, with the approval of the appropriate Superintendent(s) and the Human Resources Services Department, after consultation with the Union.
- b) The Employee shall be given five (5) working days' notice of an administrative transfer under this Article 12.07. This notice shall be confirmed in writing and a copy shall be sent to the President of the Union.

It is understood and agreed that this timeline may be shortened after consultation with the Union.

- c) Employees Administratively Transferred may appeal the decision to the Superintendent/Director of Human Resources Support Services.

12.08 Excess to a School in the Fall Term – DECE

Notwithstanding Articles 12.02, 12.03, 12.04 and 12.05, if fluctuations in enrolment reduce the number of kindergarten classes, DECE's will be declared excess by (1) location and (2) seniority. The process for September Re-organization shall follow the procedure in the September Reorganization of Designated Early Childhood Educators memo.

12.09 Movements Throughout the Year

Qualified Permanent Employees may apply outside of the Voluntary Transfer process to Long-Term Occasional positions provided that the Long-Term Occasional position is at a higher pay level than their current pay level and for a term known to be for a period of five (5) months or greater.

ARTICLE 13 - LAY-OFF AND RECALL

13.01 A lay-off, for the purpose of this Article, will be defined as a permanent reduction in the workforce. When the Board determines to lay-off or recall Employees, the following procedure will apply:

- a) In the event the Board decides that lay-offs are required in this bargaining unit, the Board shall discuss through the Labour Management Committee circumstances surrounding the lay-off, possible alternatives and implementation issues. In such circumstances, the Board shall consult no less than thirty (30) calendar days in advance of the effective date of the lay-off.
- b) Long-Term Casual Employees within a program, followed by Probationary Employees within the program shall be the first to be laid off within the program in which the reduction is to occur provided that the remaining Employees have the knowledge, training, skill, ability and qualifications to perform the required work effectively.
- c) If further lay-offs are required, Employees in the program within which the reduction is to occur shall be laid off in inverse order of their seniority, provided that the remaining Employees in the program have the knowledge, training, skill, ability and qualifications to perform the required work effectively.
- d)
 - i) Paragraphs b) and c) hereof shall not apply in cases of normal lay-off during Christmas, March Break and the summer vacation period, and shall only apply in cases of indefinite lay-off.
 - ii) In cases of indefinite lay-off, notice and severance shall be in accordance with the *Employment Standards Act*.

ARTICLE 13 - LAY-OFF AND RECALL (CONTINUED)

- 13.01 e) i) After Employees have been declared Surplus to Region in accordance with this article, and the Regional Placement Meeting in Article 12.05 i) has occurred, those Employees on the Recall List shall have the opportunity to bump the least senior Employee at the same job level or lower provided they have the knowledge, training, skill, ability and qualifications to perform the required work effectively or remain on the Recall List.

Notwithstanding the above, Employees who have declined a position offered at their current level at the Regional Placement Meeting shall not be eligible to exercise their bumping rights under this Article.

- ii) If the Employee is the least senior Employee in the job level, the Employee shall have the right to bump the least senior Employee in the next lowest job level or lower (excluding Pre-school Instructional Assistants) provided that the Employee has the knowledge, training, skill, ability and qualifications to perform the required work effectively or remain on the Recall List.
- iii) When it is necessary to bump, the following conditions must be met:
- A) A part-time Employee cannot bump a full-time Employee.
- B) An Employee cannot bump part of an assignment.
- iv) An Employee displaced by the bumping process or an Employee declining a position offered through the bumping process shall be placed on the Recall List in order of seniority.

ARTICLE 13 - LAY-OFF AND RECALL (CONTINUED)

- 13.01
- f) The bumping process shall normally take place in late August.
 - g) Employees shall be recalled from lay-off in order of seniority, provided they have the knowledge, training, skill, ability and qualifications to perform the required work effectively. Employees will be recalled only to positions at or below their previous job Level.
 - h) Recall shall be by telephone (in person), registered mail, or email. It shall be the Employee's responsibility to keep the Board informed as to any change in address or telephone number. Should an Employee fail to do this, the Board shall not be responsible for failure of a recall notice sent to reach such Employee. Registered mail shall be deemed to be received the business day after it is sent. All other forms of notice shall be deemed to be received on the day sent. An Employee who is recalled to work must signify their intention to return within three (3) working days after a notice of recall has been received and must return within a further three (3) working days or forfeit their right to recall.
 - i) An Employee has the right to refuse one (1) recall position. Upon refusal of the position, the Employee shall move to the bottom of the Recall List. If an Employee chooses not to accept the second recall position, that Employee is considered to have waived the right to recall confirming the Employee's termination of employment from the Board.
 - j) Employees on the Recall List shall have first priority for casual assignments. Casual assignments may be refused without prejudice to the Employee's position on the Recall List.
 - k) Employees on the Recall List may apply for promotion in accordance with Article 10.02 b).

ARTICLE 13 - LAY-OFF AND RECALL (CONTINUED)

- 13.01
- l) Employees, other than casual or probationary employees, who are laid off will be retained on the Recall List for a period equal to their seniority at the time of lay-off but in no event to exceed twenty-four (24) months.
 - m) Should an Employee be recalled from the Recall List, the Board shall adjust sick leave in accordance with the sick leave entitlement provided for in the Central Agreement.
 - n) An Employee on the Recall List who is not available due to valid health reasons shall maintain their position on the Recall List subject to the regular submission of acceptable medical documentation to the Board. The Employee shall not be offered a position with the Board until such time as medical documentation indicating the Employee's fitness to return to work has been filed with the Board.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.01 Definitions

The following definitions shall apply in this Article:

- a) A "Grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- b) In this Article, "days" shall mean instructional days unless otherwise indicated.
- c) A "supervisor" shall mean Principal or appropriate Superintendent, whichever is the immediate supervisor of the complainant.

14.02 Informal Stage

A problem must be brought to the attention of the supervisor within twenty (20) days after the Employee becomes aware, or would reasonably be expected to have become aware, of the circumstances giving rise to a complaint. An Employee may be assisted by the Union in an attempt to resolve issues and prevent escalation to the formal stage of the grievance procedure. If an Employee is unable to resolve a complaint informally, the Employee may, with the concurrence of the Union, initiate a complaint with the Employee's supervisor who shall answer the complaint in writing (if required) within ten (10) days of receipt of the complaint.

14.03 Formal Stage

- a) If the Employee or the Union is not satisfied with the decision regarding the complaint then the Union may within ten (10) days take the matter up as a grievance in the following manner and sequence:

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

14.03 b) Step 1

The Union may initiate a written grievance, with the appropriate Superintendent of Education through the Manager of Labour Relations. The appropriate Superintendent of Education may convene a meeting with the grieving Employee and Union representatives and such others as required within ten (10) working days of receipt of the grievance. The decision, in writing, to the Union, with a copy to the Employee, shall be rendered within five (5) days following the meeting.

The grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement;
- ii) a statement of the facts to support such grievance, including the specific Article(s) violated;
- iii) the remedy sought; and
- iv) the signature of the Employee or Employees concerned, and the President of the Union or designate.

Notwithstanding the above and where the Union and Board agree that it is appropriate, a grievance may proceed directly to Step 2 or Step 3.

ARTICLE 14 - GRIEVANCE PROCEDURE(CONTINUED)

14.03 c) Step 2

If the reply of the Superintendent of Education is unacceptable to the Union, a written request will be made within ten (10) days of receipt to the Manager of Labour Relations or designate. The Manager of Labour Relations, or designate, may convene a meeting with the Union representative and the grieving Employee (if required). The decision, in writing, shall be rendered to the Union, with a copy to the Employee, within ten (10) days of the receipt of the grievance.

d) Step 3

If the reply of the Manager of Labour Relations or designate is not acceptable to the Union, a written request will be made within ten (10) days of receipt to the Board's Grievance Committee through the Superintendent/Director of Human Resources Support Services. The Board's Grievance Committee shall meet within twelve (12) days to deal with the grievance. The Employee, representatives of the Union and such other persons as may be required, may be in attendance. The decision, in writing, to the Union, with a copy to the Employee, shall be rendered within ten (10) days following the meeting.

e) Step 4

If the reply of the Board's Grievance Committee is unacceptable, the Union may then apply for Arbitration within fifteen (15) days of the receipt of the reply.

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

- 14.04
- a) A grievance arising directly between the Board and the Union may be initiated by either the Board or the Union commencing with Step 2 of the Formal Stage, within twenty (20) days of the occurrence complained of.
 - b) A grievance which arises before or at the time of the retirement or death of an Employee may be carried forward by the Union on behalf of the Employee if initiated in accordance with the provisions of this article.

14.05 Group Grievance

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately, they may present a group grievance in writing, identifying the name of each grievor and signed by the Union, and otherwise in accordance with Step 2 of the grievance procedure within twenty (20) days of the occurrence complained of.

14.06 Grievance Mediation

At any stage in the grievance procedure, the Parties by mutual consent in writing may elect to attempt to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

- 14.07
- Time restrictions may be extended if mutually agreed in writing. Where the time restrictions or any agreed extensions have expired:
- a) the Union may proceed to the next step of the procedure if the appropriate Board official exceeds the time allowed to act;
 - b) the Board may consider the grievance abandoned if the Union or Employee exceeds the time allowed to act.

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

14.08 Arbitration

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the names of three (3) Arbitrators considered acceptable.
- b) The recipient of the notice shall, within five (5) days, inform the other party of the acceptance of one (1) of the three (3) proposed Arbitrators.
- c) If the recipient of the notice fails to appoint an Arbitrator or if the Parties fail to agree on an Arbitrator, within five (5) days, the appointment shall be made by the Minister of Labour.
- d) The Arbitrator shall hear pertinent representation by the Parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the Parties and upon any employee or Employer affected by it.
- e) The Arbitrator shall not by the decision rendered, add to, delete from, modify or otherwise amend the provisions of the Agreement.

14.09 It is anticipated that the Arbitrator shall make every effort to render a written decision thirty (30) days from the date of the completion of the hearing of the grievance.

14.10 The Arbitrator has the powers of an arbitrator under the *Labour Relations Act*.

14.11 The decision of an Arbitrator is final and binding and shall be implemented by the appropriate authorities. There is no right to appeal the decision by either party.

ARTICLE 14 - GRIEVANCE PROCEDURE (CONTINUED)

- 14.12 There shall be no reprisals of any kind taken against any person because of participation in a grievance or complaint or arbitration procedure under this Agreement.
- 14.13 Should the investigation or processing of a grievance require that an involved Employee be released from regular duties, the Employee shall be released without loss of salary or benefits.
- 14.14 Cost of Arbitration
- The fees for an Arbitrator shall be shared equally by the Parties and such expenditures and fees shall be paid within sixty (60) days after the date of the decision of the Arbitrator.
- 14.15 Notwithstanding this Article 14, an Arbitration Board may be proposed by either party and if the Parties agree that the grievance should be decided by an Arbitration Board, this Article shall apply with necessary modifications.

ARTICLE 15 - NOTICE OF RESIGNATION OR RETIREMENT

15.01 It is understood and agreed that an Employee should notify the Board at the earliest opportunity when they plan to leave the employ of the Board. Accordingly, where an Employee intends to terminate the Employee's employment with the Board for any reason, including resignation or retirement:

- a) the Employee shall give not less than thirty (30) days' notice; however
- b) the Board may waive the notice requirements under 15.01 a).

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Leaves of Absence shall be as per Board Policy 23. The Board shall not amend the Policy during the term of this Agreement without the consent of the Union.

16.02 Statement of Policy

The Board has approved a plan for Leaves of Absence for Employees. This plan shall apply to all permanent full-time and to all permanent part-time Employees on a pro-rata basis. This plan shall address leaves of absence with pay and without pay in the following categories.

a) Sick Leave

- i) The amount of sick leave allocated will be shown on the Employee's pay stub in hours.
- ii) Where appropriate accommodation cannot be resolved at the work location, the Board and the Union shall continue to develop cooperatively, in consultation with the Employee involved, modified work programs for any Employee who requires accommodation in respect of a disability.
- iii) The Union may file a grievance with respect to an alleged violation of the employee's rights under the Collective Agreement resulting from the administration of any Attendance Management Policy.

b) Leaves without Loss of Pay or Cumulative Sick Leave

Leaves without loss of pay or cumulative sick leave shall be as per Board Policy.

c) Leaves without Loss of Pay Due to Family Responsibilities

Leaves without loss of pay due to family responsibilities shall be as per Board Policy. In the matter of discretionary days, permission will not be unreasonably withheld.

ARTICLE 16 - LEAVES OF ABSENCE (CONTINUED)

d) Special Unpaid Leave

Employees on unpaid leaves of absence may be entitled to benefits in accordance with the terms of the Benefits Trust. In the matter of discretionary days, permission will not be unreasonably withheld.

e) Employee Funded Leaves

Employee funded leaves shall be as per Board Policy.

f) Professional Development

i) There shall be a Professional Development Fund to which the Board shall contribute \$150 per year, per active permanent full-time equivalent Employee in this Union as of September 15th of each year. Each year, by September 30th a report will be provided to the Union confirming the Board's contribution.

ii) These funds shall be utilized for professional development activities approved by the Superintendent of Staff Development and School Support Services.

iii) A statement of STPDL funds will be issued in September of each year to the Chair of the Educational Resource Facilitators of Peel STPDL Committee.

iv) The current STPDL criteria, as established by the Superintendent of Staff Development and School Support Services, will remain in effect for the term of this Agreement.

g) Leave to Assume Responsibilities with Outside Organizations

Leave to assume responsibilities with outside organizations shall be as per Board Policy.

16.03 Medical Records

The Board shall ensure that all medical records are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent/Director of Human Resources Support Services, Manager of Abilities, Wellness and Attendance and those personnel designated by the Superintendent/Director. The Superintendent/Director shall upon request advise the President of the Union of the names of those so designated. Such personnel shall not be members of the Union.

ARTICLE 16 - LEAVES OF ABSENCE (CONTINUED)

16.04 Pregnancy/Parental Leave

- a) Permanent Employees and Employees in term assignments who are eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive a SEB plan to top up their E.I. Benefits. An Employee who is eligible for such leave shall receive the equivalent of 100% of salary as set out below, for a period immediately following the birth of their child, but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Employee receives from E.I. and their regular gross pay
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) The Employee must provide the Board with proof that they have applied for and is in receipt of Employment Insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- d) Permanent Employees and Employees in term assignments not eligible for a SEB plan, as a result of failing to qualify for Employment Insurance, will be eligible to receive 100% of salary from the Employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- e) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- f) Permanent Employees and Employees in term assignments who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- g) Employees in term assignments shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment, whichever is less.
- h) If an Employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

ARTICLE 16 - LEAVES OF ABSENCE (CONTINUED)

16.04 Pregnancy/Parental Leave (continued)

- j) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- k) Casual Employees have no entitlement to the benefits outlined in this article.
- l) For Employees with more than one year of service, the Pregnancy and Parental Leave may be extended as a Leave of Absence without pay to a maximum cumulative total of three (3) years by mutual agreement of the Employee and the Board. The first extension taken will normally only be approved so as to terminate at a natural break in the school year, i.e. the end of a school term or semester. Extensions beyond the first extension will only be approved for a full academic year.

16.05 Leaves for Union Business

If, at some future time, the duties of the President and/or other executive officer of the Union become a full-time position, a Leave of Absence shall be granted, on a full school year basis, for the duration of the term of Office. The leave shall be without loss of salary, benefits and seniority provided that the Union reimburses the Board for all costs. The Employee shall have the right to return to their former position and location for a period of up to three (3) years. If the leave extends beyond three (3) years, the Employee may return to a position through the Voluntary Transfer process.

- a) Following an Employee's return to duty from a leave of absence or term position within the Union, the Board shall reinstate the Employee to the position the Employee most recently held with the Board, if it still exists, or to a comparable position, if it does not, or any other employment mutually agreed to by the Employee and the Board.
- b) Notwithstanding Article 16.05 a), an Employee whose leave of absence or term position is extended beyond three (3) years shall not be entitled to return to the position the Employee most recently held with the Board, but may return to a position through the Voluntary Transfer process.

16.06 For a period of illness of more than five (5) days an Employee shall be required to file a medical certificate only if such certificate is requested by the appropriate official of the Board. For a period of five (5) days or less, a medical certificate will not normally be required.

ARTICLE 17 - BENEFITS

17.01 Permanent Employees shall be eligible for benefits as per the terms of the Central Agreement.

17.02 Workplace Safety & Insurance Board

- a) A copy of an Employee's Report of Injury/Disease (Form 7) shall be given to the Employee.
- b) In the case of injury which is covered by the Workplace Safety & Insurance Board (W.S.I.B.), Employees will be placed on pay-direct upon approval of a W.S.I.B. claim.
- c) Once the WSIB claim is approved, an Employee's sick leave will be reinstated.

17.03 Long Term Disability

- a) The Board shall continue to administer the current L.T.D. plan. All eligible Employees commencing employment with the Board, effective on or after December 1, 1987, shall as a condition of employment participate in the L.T.D. plan.
- b) Employees shall assume 100% of the premium costs which shall include an administration fee of not more than 5% to be paid to the Board.

17.04 Retired Employees

Benefits for retired Employees shall be as per Article C8.00 of the Central Agreement.

ARTICLE 18 - SCHOOL YEAR/HOURS OF WORK

- 18.01 Employees shall normally be employed for the school year including professional development days and examination days and shall be laid off during Christmas, March Break and the summer vacation period.
- 18.02 Full-time Employees shall normally work seven (7) hours per day, Monday to Friday, thirty-five (35) hours per week and part-time Employees shall normally work thirty-five (35) hours bi-weekly, Monday to Friday. Start and end times shall be determined by the immediate supervisor. Any exceptions to the aforementioned will be agreed to between the Board and the Union.
- 18.03
- a) Employees working a full day shall receive an unpaid eating period of not less than thirty (30) continuous minutes each day free from assigned duties and two (2) fifteen (15) minute paid breaks. The schedule of the unpaid eating period and paid breaks shall be determined by the immediate supervisor. If mutually agreed to by the immediate supervisor and Employee, the two (2) fifteen (15) minute paid breaks and the unpaid thirty (30) minute eating period can be combined into any combination of breaks totaling sixty (60) minutes within the Employee's working day.
 - b) Employee's working a half day shall receive a fifteen (15) minute paid break. The schedule of the paid break shall be determined by the immediate supervisor.
- 18.04 Overtime must be approved in writing in advance by an Employee's immediate supervisor or designate.
- 18.05 Approved overtime shall be paid at the rate of one and one-half times the regular straight time rate for all such hours worked in excess of thirty-five (35) hours per week, provided that a full fifteen (15) minutes of overtime has been worked in excess of the employee's regularly scheduled daily hours.
- 18.06
- a) In lieu of overtime pay, Employees may be provided with compensating time off at the applicable overtime rate. Compensating time off may be accumulated up to a maximum thirty-five (35) hours per school year.

ARTICLE 18 - SCHOOL YEAR/HOURS OF WORK (CONTINUED)

- b) A record of the accumulated time must be kept by the Employee and approved in writing by the immediate supervisor. Such compensating time shall be mutually scheduled between the immediate supervisor and the Employee. There shall be no carry-over of such accumulation from year to year. However if the immediate supervisor fails to schedule any portion of the compensating time off by the end of the school year, the Employee shall be paid the balance in money.
- c) When overtime is approved the Employee and the supervisor shall establish, prior to the overtime being worked, whether compensation will be paid in the form of money or compensating time off.
- d) Compensating time off shall be taken in no less than fifteen (15) continuous minutes at a time unless agreed upon by the employee.

18.07 Principals shall have the flexibility to assign hours of work in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Employees' working conditions.

Supervision

18.08 Employees are expected to provide supervision to students as determined by the Principal during the working day. Employees will not be expected to assume the supervision responsibilities of a member of another bargaining unit.

- 18.09
- a) All school-based staff have a role to play in school supervision which is essential in maintaining a safe school environment.
 - b) Supervision time shall be assigned in an equitable manner amongst all Employees at a site taking into consideration the differences in Employee assignments, student safety, and in accordance with Article 18.07.
 - c) An Employee shall only be assigned concurrent supervision duties (e.g. general supervision of a playground area at the same time as responsibility for supervising specific students) after having taken into account issues regarding student safety.
 - d) An Employee shall not be assigned to replace an absent classroom teacher except for brief, unscheduled absences.

ARTICLE 18 – SCHOOL YEAR/HOURS OF WORK (CONTINUED)

- 18.09
- e) In the event that an Employee or the Union has a concern with respect to the equitable distribution of supervision duties or the assignment of concurrent supervision at a site, the Employee or Union may raise the concern with the Principal. If the Principal is unable to resolve the concern, it will be referred to the Superintendent of Education for review. If the concern is unable to be resolved within thirty (30) days, it will be referred to the Labour Management Committee for review.
 - f) Notwithstanding 18.09 e), the Union may raise concerns with respect to the distribution of supervision duties at comparable sites with the Labour Management Committee.
 - g) Designated Early Childhood Educators will be designated to full day kindergarten and duties primarily will be assigned in support of kindergarten students.
- 18.10
- Where an Employee agrees to participate in a school field trip (including overnight field trips) which requires them to work in excess of their regularly scheduled hours, the Employee will be entitled to overtime in accordance with Article 18.05 or compensating time off in accordance with Article 18.06. Employees will be entitled to eating periods and breaks in accordance with 18.03.
- 18.11
- Travel Time
- a) In any given school year, employees who, at the direction of the Board are required to travel from one work location to another as a requirement of their position will be entitled to claim mileage in accordance with Board policy.
 - b) Employees will be allowed an appropriate amount of travel time as determined by the Principals in consultation with the Employee. Travel time between locations shall be included as part of hours worked each day, exclusive of lunch and break periods, outlined in Article 18.03.
 - c) All claims for mileage shall be paid by direct deposit.
 - d) An Employee assigned two (2) separate positions at the Regional Placement Meeting or relocated during the school year, shall be eligible for mileage for one (1) school year.
 - e) This provision does not apply where the Employee, at their own option, posted for two (2) separate positions or requested a transfer to two (2) separate positions with separate work locations.

ARTICLE 18 – SCHOOL YEAR/HOURS OF WORK (CONTINUED)

- 18.11 f) In the event there is a conflict in regard to a travel plan between the Principals involved, and the conflict cannot be resolved, the travel plan shall be submitted to the appropriate Superintendent for resolution.

ARTICLE 19 - PAID HOLIDAYS

19.01 The paid holidays recognized by the Board are as follows:

New Year's Day	Remembrance Day (if
Family Day	declared a school holiday
Good Friday	or if a day in lieu of
Easter Monday	is declared a school
Victoria Day	holiday by the Board)
Canada Day	Christmas Day
Labour Day	Boxing Day
Thanksgiving Day	

19.02 In order to qualify for paid holidays the Employee must work their full scheduled work period immediately preceding and following the holiday, or be on authorized paid leave.

ARTICLE 20 - VACATIONS

20.01 Vacation pay will be paid on regular earnings. Vacation pay will be paid on a bi-weekly basis as follows:

20 or more years continuous service	10%
10 to 19 years continuous service	8%
1 to 9 years continuous service	6%
Less than 1 year continuous service	6%

Employees shall not be permitted to take vacation during the school year.

20.02 Effective September 1, 2011, the following shall replace Article 20.01:

Vacation pay will be paid on regular earnings. Vacation pay will be paid on a bi-weekly basis as follows:

25 or more years continuous service	12%
16 years but less than 25 years continuous service	10%
8 years but less than 16 years continuous service	8%
Less than 8 years continuous service	6%

Employees shall not be permitted to take vacation during the school year.

ARTICLE 21 - RATES OF PAY

21.01 a) Subject to Article 21.01 b) an Employee's rate of pay shall be as follows:

Effective September 1, 2019

<u>Level</u>	<u>Step 1 (Basic)</u>	<u>Step 2 (12 mos.)</u>	<u>Step 3 (24 mos.)</u>	<u>Step 4 (36 mos.)</u>	<u>Step 5 (48 mos.)</u>
1	19.37	20.39	21.35	22.37	23.36
2	21.64	22.75	23.85	24.96	26.05
3	24.19	25.40	26.67	27.90	29.16
4	26.99	28.43	29.80	31.20	32.51
5	30.56	32.17	33.72	35.31	36.82

Effective September 1, 2020

<u>Level</u>	<u>Step 1 (Basic)</u>	<u>Step 2 (12 mos.)</u>	<u>Step 3 (24 mos.)</u>	<u>Step 4 (36 mos.)</u>	<u>Step 5 (48 mos.)</u>
1	19.56	20.59	21.56	22.59	23.59
2	21.86	22.98	24.09	25.21	26.31
3	24.43	25.65	26.94	28.18	29.45
4	27.26	28.71	30.10	31.51	32.84
5	30.87	32.49	34.06	35.66	37.19

ARTICLE 21 - RATES OF PAY (continued)

21.01	a)	<u>Effective September 1, 2021</u>				
<u>Level</u>		<u>Step 1 (Basic)</u>	<u>Step 2 (12 mos.)</u>	<u>Step 3 (24 mos.)</u>	<u>Step 4 (36 mos.)</u>	<u>Step 5 (48 mos.)</u>
1		19.76	20.80	21.78	22.82	23.83
2		22.08	23.21	24.33	25.46	26.57
3		24.67	25.91	27.21	28.46	29.74
4		27.53	29.00	30.40	31.83	33.17
5		31.18	32.81	34.40	36.02	37.56

b) The rate of pay for Casual Employees shall be Level 3, Step 1.

21.02 It is agreed by the Parties that the terms of this Collective Agreement provide to all Employees covered by it, rights or benefits regarding holidays and vacation pay which are equal or greater than the minimums provided under the *Employment Standards Act*.

21.03 a) Salaries shall be paid in accordance with Board procedures on an even bi-weekly ten (10) month pay schedule.

b) The direct deposit payroll method will apply to Employees.

21.04 Definition of Levels

Level 1 An Employee in this level is classified as Academic Classroom Assistant – Kindergarten.

Level 2 An Employee in this level is classified as Pre-School Instructional Assistant;

Level 3 An Employee in this level is classified as:

- a) Special Needs Educational Assistant
- b) Behaviour Educational Assistant
- c) Itinerant Technical Support Educational Assistant
- d) Frequency Modulations Technologist Educational Assistant
- e) Child and Family Early Learning Centre Educational Assistant

ARTICLE 21 - RATES OF PAY (CONTINUED)

Level 4 An Employee in this level is classified as:

- a) Intervenor
- b) Work Experience Assistant/Food Services
- c) Alternative Programs
- d) Diagnostic Centres
- e) PD Facilitator
- f) Medication Administrator
- g) PPI Instructor/Developer
- h) Home Instruction Program
- i) Intensive Support Behavioural (Mobile team)
- j) Designated Early Childhood Educator

Level 5 An Employee in this level is classified as:

- a) Behaviour Intensive Support Class
- b) ASD Resource
- c) Itinerant Transition

- 21.05 An Employee shall progress one step on the salary grid on the anniversary date of starting in their permanent position. If an Employee subsequently changes level then their anniversary date will be changed to the start date in the new level.
- 21.06 The Board in its discretion may grant, to an Employee hired new to the Board, up to one (1) year of previous related experience.
- 21.07
- a) An Employee who is promoted to a position at a higher level on the salary grid shall be paid at the lowest step which provides at least a six percent (6%) increase in pay.
 - b) An Employee who assumes an acting position at a level higher, than their regular position, on the salary grid shall be paid at the step which provides at least a six percent (6%) increase in pay over that applicable to the regular position.
- 21.08
- a) Permanent half-time Employees, when performing a casual assignment at their own location, will receive their current hourly rate of pay. "Location" shall be defined as per Article 12.01 g).
 - b) Notwithstanding Article 21.08 a), when a permanent half time Employee accepts a long-term assignment at their own location, the qualifying conditions under Article 2.09 shall be waived and the Employee shall receive their current hourly rate of pay effective the start date of the long term assignment.

ARTICLE 21 - RATES OF PAY (CONTINUED)

21.09 The Board's payroll department will contact the Employee via e-mail with a copy to the Union, with respect to a repayment plan in the case of an overpayment adjustment. An Employee may request that the deduction be made over several pay periods.

In the case of an overpayment adjustment wherein a deduction from the Employee's expected deposit amount will be made, the Board shall provide a written explanation (e.g. mail) to the Employee at least two (2) weeks prior to the deduction being made, unless authorized by the employee, statute, court order, an arbitration order, or by this Collective Agreement.

ARTICLE 22 - HEALTH AND SAFETY

- 22.01
- a) The Parties recognize that Employees, the Union and the Board have rights and obligations with respect to protecting the health and safety of workers, under *The Occupational Health and Safety Act (OHSA)*, which is administered by the Ontario Ministry of Labour.
 - b) The Parties agree to work co-operatively for the protection of the health and safety of all Employees.
 - c) The Board shall maintain a Joint Health and Safety Committee as required under the OHSA.
 - d) The Union will have representation on the Multi-Workplace Joint Health and Safety Committee in accordance with the Committee's Terms of Reference and the procedures established by it.
- 22.02
- a) All workplace Parties will follow the Internal Responsibility System (IRS). Worker concerns will be reported to their Supervisor and investigated by the Supervisor and steps to prevent reoccurrence will be taken as necessary. Any corrective actions will be communicated to the affected workplace Parties.
 - b) The Principal/Supervisor upon receipt of a request under 22.02 a), shall cause an investigation to be promptly initiated, and shall notify the Employee and the Designated Worker of the results which will also be included in the report to the Multi-Workplace Joint Health and Safety Committee.
- 22.03
- Workplace harassment, workplace sexual harassment, and workplace violence shall be defined as per the definitions in the *Occupational Health and Safety Act*.
- 22.04
- In accordance with its legislated responsibilities, the Multi-Workplace Joint Health and Safety Committee shall concern itself with matters relating to violence, including receiving and reviewing reports of violence in the workplace. The Board agrees to have in place and implement policies and procedures to deal with violence, including the prevention of violence and the management of violent situations.

ARTICLE 22 - HEALTH AND SAFETY (CONTINUED)

- 22.05 a) In the event an Employee Safety Plan is required, it will be developed in accordance with the Workplace Violence Operating Procedure-EHS 4.1
- b) Allegations of workplace harassment will be addressed in accordance with the Workplace Harassment Procedure-EHS 4.2.
- 22.06 Lifting or transferring procedures shall be in accordance with the Environmental Health and Safety Operating Procedure entitled "Lifting Guidelines for Students with Special Needs". The Board shall not amend this Procedure during the term of this Agreement without the consent of the Union.
- 22.07 Protective Equipment
- Personal Protective Equipment (PPE) and safety equipment required by the Ministry of Labour or the Board, shall be supplied by the Board and must be worn as required by the Board.
- 22.08 Lifting Equipment
- Employees are required to use approved equipment that has been inspected in accordance with the manufacturer's recommendation and applicable Board policies and procedures. Approved equipment will be identifiable by the date on an inspection sticker located on the equipment.
- 22.09 Training
- a) The Board shall arrange training with the appropriate professionals in accordance with the Employee's job duties and job descriptions. Training would include support for physical/medical needs and medication as they pertain to PPM 81.
- b) Where training is required by the Board, it shall be scheduled during normal working hours.

ARTICLE 22 - HEALTH AND SAFETY (CONTINUED)

22.10 Workplace Accommodation

The Employee, the Board and the Union shall collaboratively address the accommodation of employees affected by workplace injury and/or illness in accordance with the Workplace Safety and Insurance Act and the Ontario Human Rights Code.

22.11 In the event a Student Safety Plan is required it would be developed in accordance with SES 17 and accompanying Operating Procedures and Guidelines in collaboration with employees who primarily support the student.

ARTICLE 23 - NO DISCRIMINATION

23.01 Neither the Board, the Union, nor an Employee shall discriminate in their employment against any Employee of the Board on any ground prohibited by the *Ontario Human Rights Code* or the *Ontario Labour Relations Act*.

ARTICLE 24 – LABOUR-MANAGEMENT COMMITTEE

- 24.01 To help promote a mutually constructive and cooperative relationship, the Parties agree to establish a Joint Labour Management Committee. The purpose of the Joint Labour Management Committee is to provide a vehicle for the discussion and the attempted resolution of workplace matters of mutual concern.
- 24.02 The committee shall be co-chaired by the President of the Educational Resource Facilitators of Peel (ERFP) and the Board's Manager of Labour Relations. In addition to the aforementioned, the committee will consist of up to three (3) union representatives and three (3) management representatives. Additional representatives from either side may be added by mutual agreement of the co-chairs.
- 24.03 The committee shall meet at least two (2) times during the school year, or, as otherwise determined by mutual agreement between the Parties.
- 24.04 The co-chairs of the committee shall jointly establish an agenda for each committee meeting at least ten (10) working days in advance to allow for adequate preparation. The agenda shall be limited to items which are of a group rather than an individual interest and shall not include individual grievances that either have been or would be properly processed under the Parties' Grievance Procedure Articles.
- 24.05 Meetings of the committee will be held during normal business hours and at the Central Board Office (CBO), unless otherwise agreed by the Parties. Union participants will be provided release time for their participation in these committee meetings and will experience no loss in salary or benefits.
- 24.06 Any agreements reached through this process shall be reduced to writing and supported by both Parties. No agreement may be reached that would contravene or conflict with a provision of the Parties Collective Agreement. A failure of the Parties to reach an agreement on an agenda item will not be grievable and/or appealed in any forum.
- 24.07 Training Committee
- A Training Committee, consisting of not more than four (4) representatives of the Board and not more than four (4) representatives of the Union shall be established to discuss training issues. The Committee shall have such additional resources as the Parties may agree are required.

ARTICLE 25 - TRAVEL ALLOWANCE

- 25.01 The Board shall apply Board Policy #40 for Employees who travel on official Board business. Such mileage allowances shall not apply to the normal travel to and from one's place of residence and the school or other Board location.
- 25.02 In accordance with Board Policy #40, Itinerant Technical Support Specialist and FM Technologists who are required to transport Board approved equipment in their own vehicles will be allowed a premium of 20% over the approved rates. Other Employees will not normally be required to transport Board approved equipment in their own vehicles.

ARTICLE 26 - REPLACEMENT WORKERS

- 26.01 A non-bargaining unit Employee, volunteer, parent, or student will not be used to replace a permanent or casual bargaining unit member except on an emergency or exceptional basis.
- 26.02 Article 26.01 is not intended to preclude the Employer from:
- a) providing opportunities for co-op students to work with members of the bargaining unit or other Board Employees as part of their school/college/university programs;
 - b) providing opportunities for high school students to fulfill their community service obligations through activities inside or outside the classroom;
 - c) allowing for the involvement of parents and community members as volunteers in schools in programs, field trips or projects, or for such other purposes as the Parties agree.
- 26.03
- a) Absences will be reported on the Peel Absence Management System. If the Board requires that an absent Employee be replaced, the Board will endeavor to secure a qualified Casual Employee.
 - b) Notwithstanding Article 26.01, an emergency replacement shall not be contacted prior to thirty (30) minutes before the commencement of the school day.

ARTICLE 27 - CRIMINAL RECORD CHECKS

- 27.01 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 as amended of the *Education Act*, or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent/Director of Human Resources Support Services and those personnel designated by the Superintendent/Director. The Superintendent/Director shall, upon request, advise the Union Executive of the names of those so designated. Such personnel shall not be members of the Union.
- 27.02 The Board shall not release any information about an Employee obtained pursuant to Regulation 521/01 as amended, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.
- 27.03 The Board shall consult with the Union Executive regarding any changes to the Board's policy or operating procedures with respect to criminal record checks and any changes the Board makes to the offence declaration form.

ARTICLE 28 - PERFORMANCE APPRAISALS

- 28.01 The performance appraisal of an Employee shall be in accordance with the appropriate Operating Procedure.
- 28.02 When an Employee receives a performance appraisal report which is rated unsatisfactory, the Board shall advise the Union Executive of that fact, so as to allow the Union Executive to offer the member assistance.

ARTICLE 29 - CASUAL EMPLOYEES

29.01 Subject to Article 29.03, Casual Employees shall not by virtue of such employment become permanent or probationary Employees. Notwithstanding any other provisions of this Agreement, the following shall be the only provisions of the Agreement which apply to Casual Employees:

Article 1 - Purpose
Article 2 - Definitions
Article 3 - Recognition
Article 5 - Management Rights
Article 6 - Union Security
Article 7 - No Strikes or Lockouts
Article 8 - Miscellaneous
Article 9 - Personnel Files
Article 10 - Hiring Process
Article 14 - Grievance Procedure
Article 15 - Notice of Resignation or Retirement
Article 17.05 - Workplace Safety Insurance Board
Article 18 - School Year/Hours of Work (excluding Article 18.01)
Article 22 - Health and Safety
Article 23 - No Discrimination
Article 25 - Travel Allowance
Article 27 - Criminal Record Checks
Article 28 - Performance Appraisals
Article 30 - Duration and Renewal of Agreement

In addition, Article 19 shall apply to Long-Term Casual Employees.

ARTICLE 29 - CASUAL EMPLOYEES (CONTINUED)

29.02 Casual Employees

- a) Casual Employees shall be paid at Level 3, Step 1.
- b) Casual Employees shall accept and cancel assignments through the Peel Absence Management System.
- c) Casual Employees shall not be eligible for any benefits except as required by the *Employment Standards Act*.

29.03 Long-Term Casual

- a) A Long-Term Casual shall be paid at the basic rate of the appropriate level of the job assignment. Human Resources Services shall confirm the assignment, the effective date and the appropriate rate of pay to the Employee with a copy to the Union.
- b) A Long-Term Casual shall be entitled to an increment(s) if they remain in the same assignment for more than one (1) year.
- c) A Long-Term Casual can work more than two (2) consecutive years in the same assignment provided that they are replacing a permanent Employee on a leave of absence authorized by the Board provided for under the Collective Agreement.
- d) Notwithstanding 29.03 c) and with the exception of Casual Pre-school Instructional Assistant, or positions funded by outside sources (e.g. Shania Kids Can), a Long-Term Casual who is not replacing a Permanent Employee on an approved leave of absence and who has worked in the same assignment for a period of at least two (2) consecutive years shall be eligible to be re-classified as a Permanent Employee provided that the Board has determined that there is a continuing need for that work to be performed on a permanent basis and provided that the individual successfully completes the probationary period in Article 29.03 f).

ARTICLE 29 - CASUAL EMPLOYEES (CONTINUED)

29.03 e) Where the same assignment at the same location has been filled by Casual Employees for a period of at least two (2) consecutive years and where the Board has determined that there is a continuing need for that work to be performed on a permanent basis, the Board shall post the position in accordance with Article 10.

f) When a Long-Term Employee becomes eligible for permanent status in accordance with Article 29.03 d), the Board may in its discretion reduce the probationary period to a period of less than six (6) months but not less than three (3) months. A Long-Term Employee, upon the successful completion of the probationary period, shall be confirmed in the permanent position and they shall be credited with seniority from their start date in the Long-Term Casual assignment.

g) Benefits

Long-Term casual Employees shall be eligible for benefits as per the terms of the Central Agreement.

h) Personal Leaves of Absence

Effective September 1, 2011, the Board shall provide paid leave, without loss of sick leave credits, to Long-Term Casual Employees, as follows:

i) Death – spouse, same-sex partner, father, step-father, mother, step-mother, child, step-child, brother, sister, mother or father-in-law, total dependent, ward (legal guardianship)

3 days

ii) Death – son or daughter-in-law, brother or sister-in-law, grandparents, grandchild

2 days

iii) Funeral of a relative not mentioned above, or friend

1 day

iv) Jury Duty (stipend to be paid to the Board)

As required by the Court

ARTICLE 29 - CASUAL EMPLOYEES (CONTINUED)

- v) Court Appearance – if not a party to the action; if summoned as a witness (stipend to be paid to the Board)

As required by the Court

- vi) Quarantine – Period required by the Medical Officer of Health
- vii) Long-Term Casual Employees shall not be paid pursuant to this Article for Saturdays, Sundays, school holidays, while on leave of absence, or for any other period during which they would not have worked.

29.03 i) Professional Development Days

A Long-Term Casual Employee who is scheduled to work when there is a Professional Development Day shall be required to first participate in the Board-initiated mandatory module training sessions and then, upon completion of such module training, shall be required to participate in the scheduled activities on a Professional Development Day. A Long-Term Casual Employee who attends and participates on a Professional Development Day shall be paid.

29.04 Reporting Pay

- a) A Casual Employee who has been called in for an assignment of one (1) day or less and who reports for work at the scheduled starting time shall, where an error has been made on the part of the Board and the scheduled work is not available, be assigned not less than one-half (1/2) day of any work that is available at the rate of pay applicable to the original assignment or, if no work is available, shall receive one-half (1/2) day's pay at the rate applicable to the original assignment.
- b) This provision shall not apply if the Casual Employee is notified of the error prior to reporting for work, nor if the lack of work is caused by reason of a strike, power failure, fire, flood, plant breakdown or other conditions beyond the control of the Board.

29.05 a) A Casual Employee who becomes unavailable for assignment shall indicate the period of unavailability on the Peel Absence Management (PAM) system.

ARTICLE 29 - CASUAL EMPLOYEES (CONTINUED)

- b) A Casual Employee who because of illness, pregnancy, parental leave or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for assignment, shall inform Human Resources of the date of commencement of and return from the period of unavailability.

A Casual Employee who becomes unavailable for assignment shall be retained as a Casual Employee on inactive status for a period of one (1) calendar year, or such longer period as agreed to by the Board after consultation with the Union.

29.06 A Casual Employee shall be deemed to be terminated if:

- a) the Casual Employee does not work for the Board in this bargaining unit for a period of one (1) calendar year except where 29.05 b) applies; or
- b) the Casual Employee resigns; or
- c) the Casual Employee is discharged by the Board and is not re-instated through the grievance and arbitration procedures; or
- d) Effective September 1, 2020 if a Casual Employee fails to work for the Board in this bargaining unit for forty (40) days in a school year, equivalent to two hundred and eighty (280) working hours, provided the Casual Employee has been offered the opportunity to work.
- e) The Casual Employee will not be removed in accordance with 29.06 d):
 - i) Where 29.05 b) applies; or
 - ii) The Casual Employee is a retired Employee from this bargaining unit who has worked at least twenty (20) days in the school year, equivalent to one hundred and forty (140) working hours, provided the Casual Employee has been offered the opportunity to work.

29.07 A Casual Employee who is deemed to be terminated under Article 29.06 must meet the hiring criteria of the Board in order to be rehired.

ARTICLE 29 - CASUAL EMPLOYEES (CONTINUED)

29.08 Job Postings – Long-Term Positions

Long-Term Casual Employee vacancies, which the Board intends to fill, shall be available on the Board's electronic job posting platform.

29.09 Job Opportunities


- a) On a yearly basis each active Casual Employee shall be given the opportunity to indicate whether the employee is available for Long-Term Casual positions.
- b) The Board shall review and consider, but shall not be limited to, Casual Employees who have applied for regular probationary assignments.


29.10 When the Board determines to fill a Casual assignment, the Board shall make every effort to secure a qualified Casual Employee.

This Collective Agreement is


Dated at Mississauga this 30th day of April 2020.

For the Board:





For the Union:



LETTER OF UNDERSTANDING - #1

RE: PROGRAM ACCOMMODATION REVIEW (PAR) – PERMANENT SCHOOL
CLOSURES

In the event of an announcement of a permanent school closure the Union will be notified and the Parties will establish a committee comprised of equal representation of up to three (3) members of the Bargaining Unit and up to three (3) representatives of the Board to develop a staffing protocol.

LETTER OF UNDERSTANDING - #2

RE: MODULE TRAINING

At recent collective bargaining negotiations the Parties discussed the importance of the Board Training Modules for Employees. In order to maintain a high level of expertise in Employees staff, it is the expectation of the Board and the Union that all permanent and Long-Term Casual Employees will participate in Board-initiated mandatory module training sessions. When an Employee attends these training modules, the Board will pay the Employee their normal day's pay.

When re-writing/updating modules the Union will be consulted and ERFP members will have representation on the writing team.

LETTER OF UNDERSTANDING - #3

RE: CASUAL EMPLOYEE – MODULE TRAINING

At recent collective bargaining negotiations, the Parties discussed the importance of the Board Training Modules for Casual Employees. The Parties agreed to provide up to two (2) paid days of module training for Casual Employees on an annual basis. The module training to be provided would be as follows:

- Module 1: Partners in Learning
- Module 2: Observations to Improve Student Learning
- Module 3: Introduction to Behaviour
- Module 4: Inclusion and Independence
- Module 5: Back Care & Lifting
- Module 6: Health and Safety
- Module 7: De- Escalation and Personal Safety

The Board agrees to provide funding for this training.

It is an expectation of the Board and the Union that Casual Employees attend these Training Modules. Casual Employees who attend and participate in these Training Modules shall be paid the casual rate of pay.

LETTER OF UNDERSTANDING - #4

RE: PILOT Program - VOLUNTARY EXCESS PROCESS

The Parties agree that commencing with the 2016-2017 staffing processes, employees will be eligible to participate in a pilot program-Voluntary Excess Process. The process will allow an employee to voluntarily declare themselves fully excess to their current location.

The requirements of the process are as follows:

1. Employees who wish to voluntarily declare themselves fully excess from their current site may access the voluntary excess process.
2. The process is open to all permanent Employees within this bargaining unit who have completed five (5) years or more of permanent continuous service with the Peel District School Board as of the application date.
3. The applicant's most recent Performance Appraisal must have been satisfactory and there must be no unresolved discipline concerns.
4. Only one (1) Teaching Assistant and one (1) Designated Early Childhood Educator per location is eligible. If there is more than one (1) Teaching Assistant and/or Designated Early Childhood Educator, then the Teaching Assistant and/or Designated Early Childhood Educator with the highest seniority will be put forward for consideration
5. There will be a maximum of ten (10) applications considered for Teaching Assistants and a maximum of ten (10) applications considered for the Designated Early Childhood Educators across the bargaining unit in the order of seniority from the highest to the lowest.
6. Any full-time or part-time Employee who is successfully transferred through this process is ineligible to apply for it at any time in the future.
7. Eligible Employees will be placed at the Regional Placement Meeting. Employees placed through this process in accordance with Article 12 must accept the placement offered.

The Parties further agree that the above Pilot Program is specifically for the staffing processes for the 2016-2017 and 2017-2018 school years, and that the continuance of this process will be subject to review by the Board.

The Parties agree to renew this Letter of Understanding for the term (2019-2022) of this agreement.

LETTER OF INTENT - #1

RE: EDUCATIONAL ASSISTANT ROLES

At recent collective bargaining negotiations, the Parties discussed the issue of the use and interchangeability of the current Special Needs and Behavioural Educational Assistants within schools to effectively support students.

The Parties agreed that it would establish a Committee comprised of four (4) representatives from the Board and four (4) representatives from the Union who will meet to discuss the roles, their use within schools and how the roles will support the needs of all students.

The Committee will commence meetings within four weeks of ratification of this local agreement and will make a recommendation to the Director's Office by November 1, 2020 unless otherwise agreed by the Committee.

LETTER OF INTENT - #2

RE: LABOUR MANAGEMENT COMMITTEE

At recent collective bargaining negotiations the Union raised the following issues:

1. Records Management;
2. Job Descriptions;
3. Job Evaluation;
4. Recruitment and Retention
5. Workspace

The Parties agreed to refer these issues to the Labour Management Committee for discussion.

LETTER OF INTENT #3

RE: PERFORMANCE APPRAISALS

At the recent collective bargaining negotiations, the Union raised the issue of performance appraisals. The Board agreed that it would review the current performance appraisal operating procedures and forms for Educational Assistants and DECEs. The Union will be consulted prior to any changes to the operating procedures and forms being finalized.

The Board agreed to begin the review of the performance appraisal operating procedures and forms no later than June 30, 2021.

May 30, 2005

Re: Non-Owned Automobile Liability Insurance Coverage

This letter is written to clarify certain points regarding the Board's Non-Owned Automobile Liability Insurance Coverage.

The coverage provides for a limit of liability of \$15,000,000 (fifteen million dollars) in excess of any valid Standard Automobile Insurance Policy to that held by any employee, volunteer, student or trustee of the Peel District School Board when they are involved in an accident where the Third Party sues the driver as well as the School Board. The owner's vehicle liability insurance is always the primary coverage. "Excess" is intended to mean over and above that coverage carried by the vehicle owner, the amount of which is legislated from time to time by the Ministry of Transportation for the Province of Ontario.

Coverage includes approved trips established in accordance with the Peel District School Board regulations while acting as an employee, volunteer, student or trustee, and is not restricted to regular school hours.

Approved trips are trips approved by a senior official, e.g., Vice Principal, Principal, Superintendent, in accordance with the regulations established by the Peel District School Board. In an emergency situation, e.g., transporting an injured student for medical attention, where it may not be possible to obtain such approval, the insurer will not invalidate a claim.

Yours truly,

Rani K. Dhaliwal
Controller, Finance Support Services

Memo to: Elementary and Secondary Principals
From: Mark Haarmann, Associate Director, School Support Services

Re: Use of Lunchroom Supervisors or Monitors in TA positions

Article 26.01 of the ERFP Peel Board Collective Agreement states that “a non-bargaining unit employee, volunteer, parent, or student will not be used to replace a permanent or casual bargaining unit member except on an emergency or exceptional basis”.

This means that you cannot use lunchroom supervisors or monitors (or any others listed above) to replace an educational assistant except in an emergency or exceptional basis.

In addition, non-bargaining unit employees have not been trained to support feeding and personal care (including toileting) for students with special needs.

These duties should be distributed to qualified EA support at your site on an emergency or exceptional basis and should not be done by non-bargaining unit employees.

Please consider safety concerns and de-escalation needs whenever using emergency casual employees who are not qualified employees.

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