

# **AGREEMENT**

BETWEEN

*RAINY RIVER DISTRICT ELEMENTARY TEACHERS FEDERATION OF ONTARIO*  
**EDUCATIONAL SUPPORT PERSONNEL**

and the

**RAINY RIVER DISTRICT SCHOOL BOARD**

*September 1, 2019 to August 31, 2022*

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## **C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT**

### **C1.1 Separate Central and Local Terms**

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

### **C1.4 Single Collective Agreement**

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

## **C2.00 DEFINITIONS**

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

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

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

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

**C2.3** “Casual Employee” means,

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

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

#### **C3.1 Single Collective Agreement**

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

#### **C3.2 Term of Agreement**

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

#### **C3.3 Where Term Less Than Agreement Term**

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

### **C3.4 Term of Letters of Understanding**

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

### **C3.5 Amendment of Terms**

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

### **C3.6 Notice to Bargain**

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

## **C4.00 CENTRAL GRIEVANCE PROCESS**

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



#### **C4.1 Definitions**

- i) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- ii) The “Central Parties” shall be defined as the Council of Trustees’ Association (CTA) and the Elementary Teachers’ Federation of Ontario (ETFO), each being a “Central Party”).
- iii) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- iv) For the purpose of the Central Grievance Process only “days” shall mean school days.

#### **C4.2 Central Dispute Resolution Committee**

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

notice to the Committee.

- vi) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- vii) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

**C4.3 The grievance shall specify:**

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

**C4.4 Referral to the Committee**

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

#### **C4.5 Mediation**

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

#### **C4.6 Arbitration**

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

### **C5.00 PROVINCIAL BENEFITS PLAN**

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

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

#### **C5.1 ELHT Benefits**

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

Post Participation Date, the following shall apply:

## **C5.2 Eligibility and Coverage**

- a) The ETFO ELHT will maintain eligibility for ETFO represented education workers who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement (“ETFO represented employees”).
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.
- c) Retirees who were previously represented by ETFO, who were, and still are members of a Board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

## **C5.3 Funding**

- a) As agreed to as part of the Central Terms executed on November 2, 2015, between the Crown, OPSBA and ETFO, a reconciliation process shall take place based on the financial results for the year ending on August 31, 2020, equal to the lesser of the total cost of the ETFO-EW plan per FTE and \$5,100 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2020.
  - i. The financial results for reconciliation shall be based on the audited financial statements for the year ending on August 31, 2020. The Parties agree that the ETFO ELHT will bear the cost of producing these audited financial statements for the Parties.
  - ii. The total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the ETFO ELHT for ETFO education workers per the August 31, 2020, audited financial statements, excluding any and all costs related to retirees and optional employee benefits. The Parties agree that the audited financial statements should provide a breakdown of total cost which shall include the total cost of benefits and related costs which include but are not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and

taxes. The total cost excludes retiree costs and optional employee benefit costs.

- b) The funding outlined in c) shall be conditional on no enhancement being made to the ETFO-EW Benefits Plan over the term of the agreement equivalent to an annual increase of greater than 1% of total benefits costs as defined in a) ii) or any reductions to existing premium share or the introduction of a premium holidays. For clarity, the total value of all plan enhancements made up to August 31, 2022, shall not exceed 1% of the annual ETFO-EW Benefits Plan costs for the year in which the enhancement is made. The ETFO ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases, at the ETFO ELHT's expense, should any of the sponsoring parties request it.
- c) If the audited financial statements for the year ending December 31, 2021, report net assets below 8.3% of the total cost of the ETFO Education Workers Benefits Plan due to inflation for that year as defined in a) ii), the reconciliation rate under a) will be increased by 3% retroactive to September 1, 2021.
- d) The annual per FTE funding amounts determined through the reconciliation process will be increased by 12% to reflect inflationary increases effective on August 31, 2022. For clarity, should c) be triggered then the reconciled rate under a) shall be increased by a further 9%.

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

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

- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

**C5.5 Benefits Committee**

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

**C5.6 Privacy**

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

**C5.7 Benefits not provided by the ETFO ELHT**

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

**C5.8 Payment in Lieu of Benefits**

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

## **C6.00 CENTRAL LABOUR RELATIONS COMMITTEE**

- 6.1 The Council of Trustees' Association (CTA) and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- 6.2 The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- 6.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- 6.4 The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.
- 6.5 The committee shall include four (4) representatives from ETFO and four (4) representatives from the CTA. The Parties agree that the Crown may attend meetings.
- 6.6 ETFO and CTA representatives will each select one (1) co-chair.
- 6.7 Additional representatives may attend as required by each party.

## **C7.00 SICK LEAVE**

### **a) Sick Leave Benefit Plan**

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

### **b) Sick Leave Days**

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

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

Subject to paragraphs d) i-vi below, permanent employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-

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

d) Eligibility and Allocation

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

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



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

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

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

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

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

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

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

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

- a. Family Medical Leave or Critical Illness Leave granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b. The employee will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c. An employee contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d. Seniority and experience continue to accrue during such leave(s).

- e. Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the collective agreement, the employee must agree to provide payment for their share of the benefit premiums, where applicable.
- f. In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with a) to d) below, if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short-term disability plan.

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

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

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

- a. The Employer shall provide for permanent and long-term occasional employees a SEB plan to top up their EI Benefits. The employee who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2011*, as amended, during such period. There shall be no deduction from sick leave or the Short-Term Leave Disability Program (STLDP).

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

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

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

## **APPENDIX A**

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

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

### **B. Other Retirement Gratuities**

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

**LETTER OF AGREEMENT # 1**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Status Quo Central Items**

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

Issues:

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

**LETTER OF AGREEMENT # 2**

**BETWEEN**

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

**AND**

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

**Re: Scheduled Unpaid Leave Plan**

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

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

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

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

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

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

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

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

Within the purview of the *Teachers' Pension Act* (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

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

This Letter of Agreement expires on August 30, 2022.



**LETTER OF AGREEMENT # 3**

**BETWEEN**

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

**AND**

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

**Re: Job Security: Protected Complement**

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

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

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

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

**LETTER OF AGREEMENT # 4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Ability to Lock the Classroom Door**

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

**LETTER OF AGREEMENT # 5**

**BETWEEN**

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

**AND**

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

**Re: Professional Activity (PA) Days**

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

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

**LETTER OF AGREEMENT # 6**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Provincial Committees**

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

- Ministry Initiatives
- Provincial Working Group on Health and Safety

**LETTER OF AGREEMENT # 7**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Online Reporting Tool for Violent Incidents**

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

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

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

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

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

**LETTER OF AGREEMENT # 8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Half Day of Violence Prevention Training**

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT # 9**

**BETWEEN**

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

**AND**

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

**Re: Employment Insurance (EI) Rebate**

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



**LETTER OF AGREEMENT # 10**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

# **Historical Appendix of Central Terms- For Reference Only**

## **LETTER OF AGREEMENT # 15**

### **BETWEEN**

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

### **AND**

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

### **AND**

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

### **AND**

**The Crown**

**Re: Benefits**

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

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

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

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

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

### **1.0.0 GOVERNANCE**

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

### **2.0.0 ELIGIBILITY and COVERAGE**

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

### **3.0.0 FUNDING**

#### **3.1.0 NEGOTIATED FUNDING AMOUNT, BOARD CONTRIBUTIONS**

- 3.1.1 Each Board shall pay an amount equal to 1/12th of the annual negotiated funding amount as described in 3.1.2 and 3.1.3 to the Trust Plan Administrator of the ELHT by the last day of each month from and after the Board’s Participation Date.
- 3.1.2 Upon the Board’s Participation Date:
  - i) For defined benefit plans, the Board shall provide to the Trust an amount of \$5,100 per FTE.

This funding excludes casual and term employee and retiree costs associated with 2.1.2 and 2.1.3.

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

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

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

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

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

3.1.4 Funding previously paid under 3.1.2 and 2.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

3.1.5 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and the ETFO Provincial Office.

- 3.1.6 With respect to casual employees and term assignments, where payment is provided in lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the Boards for casual employees and term assignments, this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan, for these employees, that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- 3.1.7 The Trust shall determine employee co-pay, if any.
- 3.1.8 The Board shall be responsible for administering any existing Employee Assistance Programs (EAPs)/ Employee Family Assistance Programs and Long-Term Disability Plans, maintaining current Employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- 3.1.9 Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 3.1.10 Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.
- 3.1.11 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 2.1.2 and 2.1.3. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
- 3.1.12 All amounts determined in this Article 3 shall be subject to a due diligence review by the ETFO-EW. The School Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the ETFO-EW. If any amount cannot be agreed between the ETFO-EW and a School Board, the Parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.

### **3.2.0 START-UP COSTS**

- 3.2.1 The Government of Ontario will provide:
- i) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 3.2.2, to establish a Claims Fluctuation Reserve

("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.

- ii) A one-time contribution to the Trust of 2.6% of annual benefit costs (estimated to be approximately \$181,000), as defined in 3.2.2, to cover start-up costs and/or reserves.

- 3.2.2 The one-time contributions in 3.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 3.2.3 The Crown shall pay \$80,000 of the start-up costs referred to in s. 3.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$80,000 subject to the maximum amount referred to in s. 3.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 3.2.1 (ii), shall be paid by the Crown on or before September 1, 2016. The funds shall be transferred as instructed by ETFO-EW in accordance with an agreed transfer payment and accountability contract.
- 3.2.4 On the day the Boards, commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 3.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 3.2.6 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 3.2.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers' and employees' premium share.

- 3.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
  - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full-Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

#### **4.0.0 PAYMENTS**

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

#### **5.0.0 ENROLMENT**

- 5.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within fifteen (15) to thirty (30) days from their acceptance of employment.
- 5.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 5.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first thirty (30) days of the employment date. The Board shall enter any subsequent

demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

- 5.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 5.5.0 Each Board shall provide updated work status in the HRIS file a minimum of two (2) weeks in advance of the leave or within the first fifteen (15) days following the start of the absence.

#### **6.0.0 ERRORS AND OMISSIONS RELATED TO DATA**

- 6.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 6.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 6.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any twelve (12) month period.
- 6.4.0 The Trust Plan Administrator or designate has the right to have their representatives review employment records related to the administration of the Trust at a Board office during regular business hours upon thirty (30) days written notice.

#### **7.0.0 CLAIMS SUPPORT**

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

#### **8.0.0 PRIVACY**

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



## APPENDIX A – HRIS FILE

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

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

## **RAINY RIVER DISTRICT ETFO EDUCATIONAL SUPPORT PERSONNEL – PART B**

### ARTICLE 1 - Purpose

- 1.0 It is the intent of the parties to this Agreement, hereinafter referred to as the "Agreement", to maintain mutually satisfactory relationships by setting forth certain terms and conditions of employment and to provide a procedure for the settlement of grievances.

### ARTICLE 2 - Recognition

- 2.1 The Rainy River District School Board (hereinafter called the "Board") recognizes the Elementary Teachers' Federation of Ontario Educational Support Personnel Local (hereinafter called the "Union") as the bargaining agent for all Educational Support Personnel employed by the Board.
- 2.2 No person covered by a teacher Collective Agreement shall be covered by this Agreement.
- 2.3 The Parties recognize the right of the Union and/or the Board to authorize any other agent, counsel, solicitor or duly-authorized representative to assist, advise or represent them in all matters pertaining to the negotiations and administration of this Agreement.

### ARTICLE 3 - Definitions

- 3.1 Educational Support Personnel means Educational Assistant, Medical Education Assistant, Communication Assistant, Library Technician and Library Assistant.
- 3.2 Employee shall have the same meaning as Educational Support Personnel.
- 3.3 Board means the Rainy River District School Board.
- 3.4 Local means the ETFO Rainy River District Educational Support Personnel Local.
- 3.5 Union means the Elementary Teachers Federation of Ontario.
- 3.6 Member means a member of the ETFO Rainy River District Educational Support Personnel Local employed by the Board.
- 3.7 Full-time Employees are Employees regularly scheduled to work thirty (30) hours or more per week.
- 3.8 Part-time Employees are Employees regularly scheduled to work less than thirty (30) hours per week.

3.9 Zones shall mean the geographic areas: Atikokan and area, Fort Frances to Emo, West of Emo, and Mine Centre.

3.10 The Employee's home zone is the zone from which the Employee was laid off.

#### ARTICLE 4 – Strikes and Lockouts

4.1 The Local and the Board agree that there will be no strikes or lock-outs during the term of this Agreement.

#### ARTICLE 5 - No Discrimination

5.1 The Board and the Educational Support Personnel agree that there shall be equal treatment with respect to employment without discrimination as defined in the Ontario Human Rights Code or by reason of membership or activity in the Union.

5.2 The Board recognizes that it has an obligation to act in accordance with applicable legislation in the accommodation of employees with a disability(ies). The Board shall provide education and training as required under the *Accessibility for Ontarians with Disabilities Act, 2005*. Such training shall take place during the work day.

#### ARTICLE 6 - Check-Off

6.1 All Educational Support Personnel shall, as a condition of employment maintain membership in the Local or join the Local within thirty(30) days after the signing of this Agreement and remain members in good standing. All new Educational Support Personnel shall, as a condition of employment, join the Local and remain members in good standing.

6.2 The Board shall deduct for every pay period for which an employee receives a pay, the regular Union dues, as defined in Section 47 of the *Labour Relations Act, 1995*, levied in accordance with the Federation Constitution and bylaws, owing to the Federation. The Federation agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Board.

6.3 Dues deducted in accordance with article 6.2 shall be forwarded to the General Secretary of the Federation, within thirty (30) days of the dues being deducted. The payment shall be accompanied by a Dues Submission List showing the employee's name, full-time equivalency, wage, and dues deducted for each employee from whose wages the deductions have been made. This same list shall be forwarded to the President of the Local at the same time.

Article 7 GRIEVANCE PROCEDURE

7.01 Definitions

7.01.01 "Grievance" is defined and restricted to the interpretation, application or alleged violation of a specific article or section of this Agreement and any Letter of Understanding that indicates it is grievable.

7.01.02 "Party" shall be defined as:

- a) The Local/Union
- b) The Board.

7.01.03 "Statement of Grievance" shall be in writing, naming the Party involved and

- a) shall state the facts giving rise to the Grievance;
- b) shall identify the article or articles allegedly violated;
- c) shall state the contention of the Party with respect to the provisions;
- d) shall indicate the specific relief requested.

7.02 General Guidelines

7.02.01 The time limits and other procedural requirements set out in this Article are mandatory and not merely directory. If the Griever fails to act within the time limits set out at any step, the grievance will be considered abandoned.

7.02.02 If an official fails to reply to a grievance within the time limit set out at any stage, the Grievor will submit the grievance to the next step of the grievance procedure.

7.02.03 At any stage of the grievance procedure, the time limits imposed upon either Party may be extended by written mutual agreement.

7.02.04 The Grievor may elect to be represented by counsel or representatives of the Local at any stage of the grievance - arbitration procedure.

7.02.05 Days referred to in this procedure are working days.

7.03 Complaint

- 7.03.01 If an Employee who is covered by this Agreement claims to have a complaint, the Employee may informally attempt to resolve the matter with the Principal within ten (10) days of the occurrence giving rise to the complaint or within ten (10) days of the time that the Employee should reasonably have been aware of the alleged violation.
- 7.03.02 The Principal shall meet with the Employee at a mutually agreed upon time to attempt to resolve the complaint informally after consultation with the appropriate Superintendent and shall state a position in writing within five (5) days of receiving the complaint.
- 7.04 Step One
  - 7.04.01 Should the Griever be dissatisfied with the stated position of the Principal, regarding the complaint, such complaint shall be submitted in writing in accordance with **Article 7.01.03** to the appropriate Superintendent within seven (7) days after the receipt of the reply from the Principal involved.
  - 7.04.02 The complaint shall constitute a formal grievance at Step One.
  - 7.04.03 The appropriate Superintendent shall arrange a meeting with the Grievor and the Griever's Federation Representative at a mutually agreed upon time within five (5) days of receipt of the written complaint and attempt to resolve the complaint.
  - 7.04.04 The appropriate Superintendent shall answer the grievance in writing within seven (7) days following the meeting.
- 7.05 Step Two
  - 7.05.01 Should the Grievor be dissatisfied with the stated written position of the appropriate Superintendent, the Griever may submit, within seven (7) days after the receipt of the written position of the Superintendent, a written request for a meeting with the Director or designate.
  - 7.05.02 The Director or designate will hold such a meeting within seven (7) days of the Grievor's request. As in all other stages of the grievance/arbitration process, the Grievor has the option of being represented at the meeting by a union representative.

7.05.03 The Director shall give the Grievor a decision in writing, within seven (7) days following the meeting.

7.06 Policy Grievance

7.06.01 The Local or Board shall have the right to file a grievance commencing at Step Two following the applicable procedures, concerning the interpretation, application, administration or alleged violation of the Agreement.

7.06.02 Such grievance shall be filed within fifteen (15) days of the occurrence giving rise to the complaint or within fifteen (15) days of the time that the Local/Board should reasonably have been aware of the alleged violation.

7.07 Arbitration

7.07.01 If no settlement is reached at Step Two, either Party may refer the matter to Arbitration within seven (7) days after the receipt of the Director's/designate's reply under the terms as established in the Labour Relations Act.

7.07.02 The Parties may, by written agreement, substitute a single Arbitrator for the Board of Arbitration and such Arbitrator shall possess the same powers and be subject to the same limitations.

- a) The jurisdiction of the single Arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance and the terms of the agreement.
- b) The single Arbitrator or Arbitration Board shall not by decision add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.
- c) The single Arbitrator's or Arbitration Board's decision shall be final and binding upon the Parties.

7.08 Cost of Arbitration

Each of the Parties shall pay the expenses of its appointee to the Arbitration Board, and each Party shall pay one-half (1/2) of the remuneration and expenses of the single Arbitrator or the Chair of the Arbitration Board.

7.09 Cost to Individual Employee

Any grieving Local Member shall be allowed the necessary time off school to

attend the arbitration hearing, without loss of pay or employee benefits. The cost of an Occasional Employee, if necessary, will be borne by the Employee, and there will be no cost to the Board.

7.10 Grievance Mediation

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

ARTICLE 8 - Representation

8.1 The Local shall supply the Board with the names of its officials and committee members. Similarly, the Board will supply the Local with a list of its supervisory personnel.

8.2 At the discretion of the Director up to 45 days (exclusive of collective bargaining negotiation meetings with the Board) may be granted to Members of the Local to attend to Federation activities and duties, at no cost to the Board. The Local agrees to reimburse the Board for the replacement cost of the Members.

8.3 The President of the Local shall be granted up to 40 days leave in a school year to attend to Union business. The Local shall reimburse the Board for the full cost of salary and contribution for benefit plans for the days of the leave. Such leave shall be subject to prior arrangements with the Director or Designate.

ARTICLE 9 - Salary

9.1 The Board shall pay hourly rates of remuneration in accordance with the following:

<b>Category</b>	<b>A1</b>	<b>A2</b>
<b>Education/Communication/Library Assistant</b>		
<b>September 1, 2019</b>	<b>\$23.36</b>	<b>\$23.92*</b>
<b>September 1, 2020</b>	<b>\$23.59</b>	<b>\$24.16*</b>
<b>September 1, 2021</b>	<b>\$23.83</b>	<b>\$24.40*</b>

<b>Category</b>	<b>A1</b>	<b>A2</b>
<b>Medical Education Assistant</b>		
<b>September 1, 2019</b>	<b>\$26.93</b>	<b>\$27.57 **</b>
<b>September 1, 2020</b>	<b>\$27.20</b>	<b>\$27.85 **</b>
<b>September 1, 2021</b>	<b>\$27.47</b>	<b>\$28.13 **</b>

Category	A1	A2
<b>Library Technician</b>		
<b>September 1, 2019</b>	<b>\$27.46`</b>	<b>\$28.11 ***</b>
<b>September 1, 2020</b>	<b>\$27.74</b>	<b>\$28.39 ***</b>
<b>September 1, 2021</b>	<b>\$28.01</b>	<b>\$28.67 ***</b>

\*Rate will be paid when an Employee has an Ontario High School Diploma as well as a Diploma in one of the following: Educational Assistant Program, Child Care Worker Program, Developmental Services Worker Program, Social Services Worker or Early Childhood Education Program from a Ministry of Education recognized College or University OR ten (10) years of experience in the position with this Board. An Equivalent Diploma or Certificate Program as determined by the Board will also be considered in place of one of the Diplomas above.

\*\* Rate will be paid when an Employee has an Ontario High School Diploma and First Aid with CPR as well as a Diploma in one of the following: Educational Assistant Program, Child Care Worker Program, Developmental Services Worker Program, Social Services Worker or Early Childhood Education Program from a Ministry of Education recognized College or University OR ten (10) years of experience in the position with this Board. An Equivalent Diploma or Certificate Program as determined by the Board will also be considered in place of one of the Diplomas above.

\*\*\*Library and Information Technician Diploma or equivalent.

- 9.2 All new Employees of the Board, other than temporary or casual Employees, shall be probationary until they have completed three (3) months of continuous employment with the Board.
- 9.3 Salary shall be paid semi-monthly on the 15<sup>th</sup> of the month and the last day of the month. Payment shall be made by direct deposit to a chartered bank or Credit Union. The statement of earnings shall indicate the number of hours worked during the pay period. Should any pay date fall on a weekend or a holiday, payment will be made on the last business day prior to that date.
- 9.4 Part-time Employees who take casual work in a position with a higher rate of pay will receive the higher rate of pay.

**ARTICLE 10 – Benefits (See Part A, Section C5.00)**

Benefits are covered in the Central Agreement Terms. Refer to ARTICLE C5 and Historical Appendix of Central Terms for Reference Only, Letter of Agreement #15 in Part A of this Collective Agreement.



ARTICLE 11 - Statutory Holidays And Vacations:

All Employees are entitled to the following paid holidays without reduction in pay provided that such holidays fall on a regular working day. The statutory holidays are as follows:

- 11.1 For 10 month Employees -
- New Year's Day
  - Family Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Labour Day
  - Thanksgiving Day
  - Christmas Day
  - Boxing Day
  - Canada Day

11.2 A ten (10) month Employee shall be entitled to vacation pay at the Employee's regular rate of pay as follows:

Length of continuous service as calculated each June 1st.

Less than 3 years	4%
3 to 8 years	6%
9 to 16 years	8%
17 to 25 years	10%
Over 25	12%

11.3 All Employees who have completed the standard ten(10) month school year will be deemed to have acquired a year of service.

11.4 In addition to the holidays listed in 11.1 and 11.2, Employees will be entitled to float days based on the Employee's years of service with the Board. Employees with less than six (6) years of service at the start of the school year are entitled to one (1) float day. Employees with six (6) or more years of service at the start of the school year are entitled to two (2) float days. For clarification a float day for an Employee is based on the hours worked in a day during the current school year by that Employee.

11.5 Where possible an employee should give at least three (3) days' notice of request.

11.6 Supervision schedules and relevant information about the student(s) served are to be left by the employee going on leave.

- 11.7 An employee may use only two (2) consecutive school days for any leave period.
- 11.8 The Board reserves the right to limit Float days. Float days are subject to the availability of replacement staff. These days will not be unreasonably denied.
- 11.9 Requests for Float days will be honoured on a first-come, first-served basis except in cases of emergency; therefore, employees are encouraged to make requests for this leave as far in advance as practicable.
- 11.10 In addition to the above, an employee shall be entitled to two (2) unpaid Float days per school year pro-rated for part-time employees.

#### ARTICLE 12 - Hours of Work

- 12.1 (a) The hours of work shall be up to six and one half (6.5) hours per day. Such hours shall normally be worked between the hours of 8:00 a.m. and 4:30 p.m. Alternative hours and schedules may be mutually agreed upon by the Employee and the Employer.
- (b) A minimum of 28 Educational Support Personnel will work 6.5 hours per day.
- (c) Effective September 1, 2004, the normal weekly hours of work will be 30 hours.
- 12.2 Where practical, Employees shall be permitted a fifteen (15) minute paid rest period in each half day worked.
- 12.3 There will be a scheduled lunch break of not less than thirty (30) consecutive minutes and not more than sixty (60) consecutive minutes free of duties for each Employee.
- 12.4 Overtime shall be paid at the rate of one and one-half (1.5) times the Employee's regular hourly rate of pay for any hours or partial hours in excess of 35 hours per week. Lieu time may be granted with the approval of the Principal and the appropriate Supervisor.
- 12.5 The minimum number of working days for all ten (10) month employees shall be 194 days.

## ARTICLE 13 - Job Vacancies

13.1 (a) The Board shall not advertise or fill any vacancies until the positions have been offered to Members on the recall list in accordance with Article 14.

13.1 (b) New positions and permanent vacancies which become available after the beginning of the school year will be advertised to take effect at:

- i the beginning of the calendar year
- ii the beginning of the semester (secondary schools)
- iii the beginning of the next school year
- iv any other time agreed to by the Union and Employer.

13.1 (c) When a position within the bargaining unit is declared vacant by the Board or a new position within the bargaining unit is created, a notice of vacancy shall be posted in each work location for a period of five (5) working days in order that Employees within the bargaining unit shall have the first opportunity to apply to the position as outlined in 13.2 a) and 13.2 b). Such notice will describe the nature of the assignment, job classification, location, full-time, part-time, starting date, specific education or other skills required and person to whom application is directed. A copy of such notice shall be provided to the Local President. The Board may advertise externally at the same time as the internal posting.

### 13.2 (a) Applicant within Job Classification

In filling vacancies, the Board shall first offer the positions to internal applicants who express an interest within the same job classification by seniority. For further clarification, those employees who express an interest in a position shall do so in writing, but the employee shall not be required to submit an application, resume or cover letter and shall not be required to participate in an interview.

### (b) Applicant outside of Job Classification

If the Board is unable to fill the position utilizing 13.2(a) the Board shall then consider Members of the bargaining unit in other classifications (Educational Assistant, Medical Education Assistant, Communication Assistant, Library Technician, Library Assistant) who have applied for the position. In the event that two (2) or more employees apply, the Board shall consider the qualifications (as per the job description) of the applicants. As between 2 qualified applicants of relatively equal standing, the Board will offer the position to the most senior applicant.

(c) Should the position remain unfilled following (a) and (b), the Board may fill the position externally. No external candidate will be considered until internal candidates have been fully considered in accordance with (a) and (b).

- 13.3 In order to best serve the educational needs and maintain emotional physical well-being of a special needs student, the Board may choose not to post the vacancy but fill the vacancy with an administrative transfer.
- 13.4 An Employee returning from an approved leave of absence, shall be returned to the same or equivalent position formerly held subject to the Employee's right to apply for another position.
- 13.5 The Board agrees to forward to each Principal and the Local President an updated list of Members on the recall list and also agrees to inform each Principal and the Local President of any changes to this list.

The Local President shall be notified of the name of the successful applicant(s) within five (5) days of the posting being filled.

- 13.6 Transfers between zones shall only occur by mutual consent between the Board and the Employee. Requests for transfer between zones shall be submitted in writing to the Manager of Human Resources by April 30 of each school year, with a copy to the Local President. Timelines may be extended by mutual consent.

#### ARTICLE 14 - Lay-Off and Recall

- 14.1 In cases of lay off within a job classification, the Board shall lay off Employees in the zone in reverse order of seniority.
- 14.2 Any Employee who is to be laid off must be given at least one (1) month's notice in writing by the Board or salary in lieu of notice by the Board.

If the lay off results because of a student moving from the Board's jurisdiction during the year, the Board will provide at least five (5) working days notice in writing.

- 14.3 Employees who are laid off will be placed on the recall list. Employees who are on the recall list shall be maintained on that list until they are recalled or for a period of thirty (30) months after the date of placement on the list.
- 14.4 Employees on the recall list shall be recalled by seniority based on the approved seniority list dated April 1<sup>st</sup> within zone, by job classification to the position(s) held at the end of the previous school year where possible, subject to the following provisions:
  - a. The Employee shall keep the Board informed of any change of address, phone number, and any change in educational qualifications.
  - b. The Board shall notify the Employee of recall to a position within the Board. The Employee has one (1) working day following the notification by the Board to

- accept or refuse the position.
- c. The employee has the right to refuse two (2) job offers that meet his/her FTE. However, the Employee must accept the third job offer that meets his/her FTE or the Employee's name is removed from the recall list. This means that the Employee has no further rights for recall.
  - d. If a full time employee accepts a part time position within classification and zone, the next full time position will be offered to the part time Employee within classification and zone in order of seniority. If the Employee refuses this full time job offer, the Employee will continue to work in this part time position.
  - e. If a part-time employee accepts a part time position within classification and zone that is less than his/her FTE, the next additional part time position of less than or equal to his/her FTE, will be offered to the part time Employee within classification and zone in order of seniority. If the Employee refuses this additional part time job offer, the Employee will continue to work in the original part time position.
  - f. A part time Employee's name will remain on the recall list within classification and zone until he/she has attained the FTE of his/her previous maximum FTE in classification and zone.
- 14.5 A new Employee shall not be hired to fill a vacancy or casual assignment while there are Employees on lay off who have the qualifications (as per the job description) to perform the job.
- 14.6 For the purposes of recall the district will be divided into 4 zones - Atikokan and area, Fort Frances to Emo, west of Emo and Mine Centre. If a Member is placed on recall, the Member cannot be placed outside of the Members zone without mutual consent. A Member does not lose a position on the recall list should the Member refuse a position out of the Member's zone.
- 14.7
- (a) Those Employees on the recall list will be given preference for casual assignments and will be paid at the job rate for the placement (not the casual rate) and shall accumulate seniority for hours worked.
  - (b) Part-time Employees who work casual will be paid at the job rate for the placement (not the casual rate) and shall accumulate seniority for hours worked.
- 14.8 The Local will be consulted prior to an Employee being laid off or having their regularly scheduled hours of work reduced as a result of contracting out.
- 14.9 If casual assignments cannot be filled by Employees on the recall list, part time Employees may be offered additional casual assignments if notice of interest and availability has been provided to the Board. Pay for this work will be job rate with seniority for hours worked in the casual assignment added to the home category and zone of the Employee.

14.10 During the course of a school year an Employee with seniority in the bargaining unit whose job is permanently affected by a student's death, relocation, or a redundancy of a position has occurred, will, if they choose, displace the Employee with the lowest seniority first in their category and second in another category for which they are qualified (as per the job description) for the remainder of that school year. This bump will only occur effective:

- a. the beginning of the calendar year,
- b. the beginning of the semester (secondary), or
- c. the beginning of the school year.
- d. any other time agreed to by the Union and Employer

A full-time Employee will displace the lowest full-time Employee and a part-time Employee will displace the lowest part-time Employee. Where a full-time Employee cannot displace another full-time Employee, they may displace a part-time Employee with the lowest seniority or go on the recall list. Part-time Employees may not displace full-time Employees. Bumping will only occur within a zone.

#### ARTICLE 15 - Seniority

15.1 (a) Seniority for all Employees is defined as the total number of hours of continuous service within the job classification as defined in Article 3.1 from the original date of hire.  
(b) In the event that a job classification is eliminated, impacted employees will have their seniority transferred to the Educational Assistant job classification.

15.2 Employees on lay off shall be deemed to have uninterrupted service during the period of lay off and shall accumulate seniority for casual assignments.

15.3 The Board shall have until April 30 to provide a Seniority List calculated as of March 31 of each year. The Board shall provide a Seniority List by job classification to the Local. The Local President shall have twenty (20) working days to raise any objections to the List. At the end of that time, if there are no objections, the List shall be accepted as final and complete.

15.4 Seniority shall cease and employment shall be terminated for any of the following reasons:

- (1) after thirty (30) consecutive months of lay-off;
- (2) if the Employee resigns;
- (3) if the Employee is discharged and the discharge is not reversed through the Grievance or Arbitration Procedure;
- (4) if the Employee has been absent without leave without approval by the Principal/Vice-Principal;
- (5) if the Employee is on lay-off and fails to return to work or to indicate his/her

acceptance of the position offered in their zone within two days of being notified of recall to work. Notification of recall to work shall be by phone call to the last known phone number for the Employee;

- (6) if an Employee overstays a written leave of absence which has not been extended by the employer prior to the conclusion of the original leave of absence;
- (7) if an Employee retires.

- 15.5 The Employee's home zone is the zone from which the Employee was laid off.
- 15.6 Casual Work within Job Classification within Zone: Employees on the recall list and part-time Employees who take casual assignments within job classification and within the Employee's home zone shall accumulate seniority within the Employee's home zone and within the job classification from which the Employee was laid off or is currently working part-time.
- 15.7 Casual Work within Job Classification in Another Zone: Employees on the recall list and part-time Employees who take casual assignments within job classification outside of the Employee's home zone shall accumulate seniority within the Employee's home zone and within the job classification from which the Employee was laid-off or is currently working part-time.
- 15.8 Casual Work in Another Job Classification within Zone: Employees on the recall list and part-time Employees who take casual assignments within another job classification and within the Employee's home zone shall accumulate seniority within the Employee's home zone and within the job classification from which the Employee was laid-off or is currently working part-time.
- 15.9 Casual Work in Another Job Classification in Another Zone: Employees on the recall list and part-time Employees who take casual assignments in another job classification outside of the Employee's home zone shall accumulate seniority within the Employee's home zone and within the job classification from which the Employee was laid-off or is currently working part-time.
- 15.10 Employees on maternity-adoption-parental leave shall accumulate seniority as determined by the Employment Standards Act.

#### ARTICLE 16 - Probationary Employees

- 16.1 All new Employees shall serve a probationary period of three (3) months of active service commencing with the original date of hire.
- 16.2 The probationary period shall be automatically extended for any periods of absence.

- 16.3 The Board may extend the probationary period with cause for a further three (3) months. The Board shall notify the Employee in writing when the probationary period is extended for a further three (3) months.
- 16.4 Employees serving a probationary period shall be entitled to all rights and benefits under this Agreement, except that the Board may discharge probationary Employees at its discretion provided that such discretion is not exercised in a manner that is arbitrary, discriminatory or in bad faith.

#### ARTICLE 17 - Management Rights

- 17.1 The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration except as specifically modified by a provision of this Agreement.
- 17.2 Without limiting the generality of the foregoing, the Board's rights shall include the following, subject to the provisions in this Collective Agreement:
- (a) the right to hire, assign, evaluate, promote, transfer, demote, classify, lay-off, recall, suspend and to determine personnel requirements;
  - (b) the right to determine, alter and eliminate services, and programs offered;
  - (c) the right to discipline with just cause, including disciplinary demotion;
  - (d) the right to determine the number of Employees to be employed, including the qualifications, duties and responsibilities of the Employees, the hours of work, the work year;
  - (e) the right to designate or establish departments, or organizational units;
  - (f) the right to select persons for employment and the right to select individuals to positions of responsibility, and to determine job functions;
  - (g) the right to make, change and enforce reasonable rules and regulations.
- 17.3 The question of whether any of these rights is limited by this Agreement may be decided through the grievance procedure.

#### ARTICLE 18 - Sick Leave (See Part A, Section C7.00)

- 18.1 A record of each Employee's sick leave shall be kept by the Board. Each Employee shall be able to access a statement of their sick leave account which shall include the number of sick days, Short Term Leave and Disability Plan (STLDP) days and Top-Up days..



## ARTICLE 19 - Leaves of Absence

### Compassionate Leave

- 19.1 Two (2) days shall be granted by the Director or designate for Employees to attend to the serious illness or injury of a member of the immediate family (spouse, children, parents, siblings). Child shall include a person to whom the Employee stands in the position of a parent. Spouse shall include a common-law or same sex partner with whom the Employee resides. Employees must exhaust floating holidays (Article 11) prior to requesting compassionate leave.
- 19.2 An extension of the leave shall be agreed upon by the Employees and the Director or designate.

### Bereavement Leave:

- 19.3 Leave for the day of death will be granted without loss of pay and Employee benefits. Bereavement Leave of up to 7 consecutive calendar days commencing the day after death, without loss of pay and Employee benefits, shall be granted for bereavement in the family. However, where there is a subsequent memorial service that takes place on an instructional day, one or more days may be used for that purpose to a combined maximum of 5 instructional days.
- 19.4 Family means spouse, children, step-children, parents, step-parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, sons-in-law, daughters-in-law. Child shall include a person to whom the Employee stands in the position of a parent. Spouse shall include a common-law or same sex partner with whom the Employee resides.
- 19.5 At the discretion of the Director or designate additional working days without loss of pay or Employee benefits may be granted to meet the exigencies of distance and special circumstances.
- 19.6 Bereavement Leave for the death of a close personal friend or relative not mentioned in the list above may be granted at the discretion of the Director or designate, without loss of pay or Employee benefits.

### Leave Of Absence Without Pay:

- 19.7 An Employee may apply for an unpaid leave of absence for a specified period of time, up to one year, without loss of seniority. The application for a leave of absence without pay must be submitted in writing with reasons to the Director prior to the commencement of the leave. An Employee on a leave of absence without pay must notify the Board at least one (1) month prior to the termination of the leave for leaves longer than two (2) months

if the Employee is not going to return to the Employee's position. A Leave of Absence for the purpose of employment in another organization outside of the Rainy River District School Board will only be considered under exceptional circumstances.

Court Appearances:

19.8 An Employee who is absent by reason of a summons to serve as a juror or a witness in any court to which the Employee has been summoned or subpoenaed shall be paid the applicable earnings under 9.1 provided that the Employee pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or witness.

Pregnancy, Parental and Adoption Leaves: (See Part A, Section C8.3)

19.9 Pregnancy, Parental, and Adoption Leaves shall be granted in accordance with the terms of the Employment Standards Act and as further outlined in this Agreement.

19.10 Pursuant to the terms of the Act, an employee should notify the Principal and Director of the pregnancy and arrange a suitable date for the commencement of the leave.

19.11 The Pregnancy, Parental or Adoption Leave may be extended as a Leave of Absence for up to one (1) year at the request of the employee and up to two (2) years by mutual agreement of the employee and the Board. Return from this leave should coincide with the following:

- i) The end of a reporting period
- ii) The Tuesday after Thanksgiving
- iii) March Break
- iv) The Beginning of the next school year
- v) Any other time as agreed to by the employee and the Board

19.12 An employee intending to use Pregnancy, Parental, or Adoption Leave shall notify the Board in writing of the anticipated date of return to work prior to the commencement of the leave. This does not preclude an employee from electing or applying for an extension to the leave under the terms of the Collective Agreement.

19.13 An employee on Pregnancy, Parental or Adoption Leave is considered to be employed by the Board and may not accept full time employment with another Board, either during the leave or at its conclusion, unless the Board has accepted her/his resignation.

19.14 Adoption or Parental Leave shall be available to either parent. An employee shall notify the Board at least thirty (30) days prior to the expected commencement of the leave where possible. In the event of special circumstances, the Board shall make all

reasonable efforts to accommodate the needs of an employee whether or not the employee had supplied the specified notification.

- 19.15 Following the employee's return to duty and subject to Article 14, Lay-Off and Recall, then if eligible, the employee shall be guaranteed the same position at the same school, where possible or failing that, an equivalent position to that which was held at the commencement of the Leave, or any other employment mutually agreed to by the employee and the Board.
- 19.16 When the employee reports for work upon the expiration of the Leave, the Board shall permit the employee to resume work with no loss of seniority or benefits accrued to the commencement of the Pregnancy, Parental or Adoption Leave.

#### ARTICLE 20 - Retirement and Severance Gratuity (See Part A, Appendix A)

- 20.1 Employees shall have access to the O.M.E.R.S. Pension Plan in accordance with the O.M.E.R.S. Regulations.

#### ARTICLE 21 - Professional Development

- 21.1 The Board shall provide information to the Local President about the professional development activities provided by the Board, ten (10) working days prior to activity when possible.
- 21.2 All members of the bargaining unit will participate in Professional Activity Days. These days are to be arranged in consultation with the Principals. Each Employee will be paid their regular day's work.
- 21.3 Space permitting, an Employee shall, upon request, have access to the Board's in-service programs on a voluntary basis.
- 21.4 A yearly amount of \$5,000 will be paid to a fund for professional development to a cap of \$10,000 in the fund on September 1<sup>st</sup> of each year. The parties agree to establish a committee with two (2) representatives each to develop criteria for distribution of funds.

#### ARTICLE 22 - Working Conditions

- 22.1 In the event that a special needs student is absent, the Employee will work at the school doing related duties for the hours normally worked.

For extended absences in excess of two (2) days, the Board will make every effort to provide alternative employment for the Employee. Should alternative employment not

be available, the Employee will be placed on temporary lay off and recalled when the student returns.

- 22.2 The Board shall provide to the Local President, job descriptions for each job category as outlined in Article 9, as changes are made.
- 22.3 The Board shall provide to the Principal of each school under the Board's jurisdiction, a copy of this Collective Agreement.
- 22.4 When authorized by the immediate Supervisor, an Employee will be reimbursed for authorized travel in accordance with Board Policy.
- 22.5 The Principal shall provide bulletin Board space in each school on the common bulletin Board for the exclusive use of the Local.
- 22.6 Information on the general liability insurance coverage provided by the Board will be given to the Union and each Employee.
- 22.7 The parties agree that there will be a Labour Management Committee to discuss issues of concern.
- 22.8 It is the responsibility of the Principal or Designate and/or the Dispatch System to call in the casual relief (supply) worker(s) with preference for Employees on the recall list.

#### ARTICLE 23 - Job Sharing

- 23.1 Two Employees may choose to share a single assignment for a school year provided the following requirements are met:
  - (a) A Position must be at least 20 hours per week in order to be job shared.
  - (b) Job sharing must be split 50/50 and may only be applied to an existing position.
  - (c) If an Employee cannot find another Employee to job share then the second half of the position will be posted.
  - (d) Written application must be made to the Director or designate on or before June 30<sup>th</sup> prior to entering the plan the following school year.
  - (e) Job sharing must be approved by the Employees, the immediate Supervisor and Director or designate.
  - (f) Each Employee in the plan will receive one (1) floating holiday per year. Benefits will be as per Article 10.1 the section referring to part-time Employees. Statutory holidays will be paid if it falls on the normal working day.
  - (g) Written acceptance or denial of the application by the Director or designate with explanations will be forwarded to the Employee(s) by August 15<sup>th</sup> in the school year the request was made, subject to the position being available.
  - (h) The job sharing may be extended beyond the original school year by mutual

consent between the Employees and the Director or designate upon written re-application.

- (i) At the conclusion of the job sharing, the Employee whose job is being shared will return to her/his position. The Employee who is job sharing will be given another position according to Article 13, 14, and 15.
- (j) If the Employees who are job sharing are requested to attend staff meetings or ad hoc meetings to discuss the need or problems of the students, they must do so without additional compensation.

#### ARTICLE 24 - Performance Appraisal

- 24.1 A Performance Appraisal of an Employee shall be conducted by the Principal or the Vice-Principal. Such Performance Appraisals shall be made only upon reasonable prior notice to the Employee involved. A written copy will be provided to the Employee within ten (10) working days following the joint meeting of the Employee and Supervisor.
- 24.2 The Employee shall be given an opportunity to initial or sign the Performance Appraisal and to make written comments if so desired. This opportunity shall occur before anyone other than the Employee and the Principal or Vice-Principal sees the Performance Appraisal. Initial or signature indicates only that the Employee has read the Performance Appraisal.

#### ARTICLE 25 - Personnel Files

- 25.1 The Board agrees to abide by the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 25.2 An Employee shall have access to their Personnel File kept in the Human Resources Department and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record.
- 25.3 Upon written request of the employee to the Director of Education, documents contained in the employee's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in an employee's file.

#### ARTICLE 26 - Just Cause Clause

- 26.1 No Employee shall be disciplined or discharged without just and sufficient cause and such cause shall be communicated in writing, except that the Board may discharge

probationary Employees in its discretion, providing that such discretion is not exercised in a manner that is arbitrary, discriminatory or in bad faith.

#### ARTICLE 27 - Health and Safety

- 27.1 The Board shall recognize its obligations to provide a safe and healthy environment for Employees. The Board shall carry out all duties and obligations under the Occupational Health and Safety Act, and its accompanying regulations.
- 27.2 An individual identified as a representative for Employees in any matters pertaining to the *Occupational Health and Safety Act* shall be deemed part of the decision making committee of the Board on issues concerning health and safety as they relate to the educational environment.
- 27.3 When time during the work day is provided for members of this bargaining unit to complete Health and Safety related training activities, such members shall use that time to complete the required training. If not in attendance during the allotted training time, members will be responsible for completing the training in a reasonable time.

#### ARTICLE 28 Extra-Curricular

- 28.1 An Employee participating in extra-curricular activities approved by the Principal that involve more than fifty (50) hours shall be entitled to one Lieu Day per year. The hours shall be monitored and tracked by the Principal. This day must be taken in the school year in which it was earned.

#### ARTICLE 29 – Copy of the Collective Agreement

- 29.1 A copy of the current collective agreement will be available on line.

#### **LETTER OF UNDERSTANDING: Third Party Hired Educational Support Personnel**

At all times, the functions/duties/responsibilities assigned directly or indirectly to members of the bargaining unit, performed in relation to pupils of the Board who are provided with educational assistance by members of the bargaining unit, will be carried out only by members of the Rainy River District ESP Local in a working relationship of mutual respect and cooperation. Bargaining Unit members will not be replaced or substituted by non-bargaining unit members. Where the Board agrees to hire Educational Support Personnel (ESP) as directed by a third party, that ESP will be ETFO ESP bargaining unit members.

The parties will establish a committee with equitable representation from the following parties: Rainy River District ESP Local, First Nation Communities with staff working as educational assistants in Board schools, and the Board to establish a workplace protocol among all persons working as Educational Support Personnel in the system.

**LETTER OF UNDERSTANDING: Re: Overtime Management**

As the Board may require employees to work outside of their regularly scheduled hours of work, the parties agree to adapt the Rainy River District School Board Procedure 3.98, Overtime Management, to include the ETFO-ESP membership. Any overtime accumulated will be used as lieu time only and such time will be taken by mutual consent of the Employee and the Principal, with the intent of minimizing the impact on the student's programming and support.

**LETTER OF UNDERSTANDING: Re: General Supervision**

An Educational Support Personnel assigned to a Special Needs student that the Board determines requires constant supervision and assistance should be exempt from general supervision duties except those pertaining to the Special Needs student while that student is in his/her care.

The Principal/Vice Principal will endeavour to equitably assign supervision amongst the Educational Support Personnel at the individual school worksites.

**LETTER OF UNDERSTANDING: Re: Payroll**

The parties agree to meet at a mutually agreeable time and location, within 60 calendar days following the ratification of this Collective Agreement, to discuss Article 9.3 and the Board's current payroll processes.

**LETTER OF UNDERSTANDING: Re Deletion of Retirement Gratuity Language**

It is understood that the parties' agreement to delete article 20.2 is not intended affect an employee's outstanding entitlement, if any, in accordance with and subject to the Central Terms under Appendix A (Retirement Gratuities). For historical purposes only, article 20.2 previously read as follows:

- 20.2 Employees who retire (normal or early retirement options as defined in the OMERS regulation) or Employees who are eligible for a deferred pension (as defined in the OMERS regulations) shall be granted a Retirement Allowance based upon fifty per cent (50%) of their accumulated sick leave at the time of retirement times the Employee's daily salary rate. To be eligible for the benefits of this Article, an Employee must have a minimum of ten (10) years of consecutive service with the employer or its predecessor Boards immediately prior to retirement. At the Employee's choice, the payment of the allowance shall be a lump sum payment at retirement or, for income tax purposes, held over to the following year. In the event of the death of an Employee, prior to retirement, the benefits of the gratuity plan shall be paid to the widow (widower) surviving children or estate.

A gratuity as outlined above will be available to an Employee not participating in OMERS if the Employee retires at normal or early retirement as defined in the OMERS regulation.



For Historical Purposes Only:

**LETTER OF UNDERSTANDING: Re: Deployment of Additional Hours**

The deployment of the additional 15 minutes for 2008-09, 2009-10, and 2010-11, and the additional 30 minutes for 2011-12 will be based on the following factors: student need, programming, supervision needs and issues, and special circumstances (e.g., transportation schedules, small school needs).

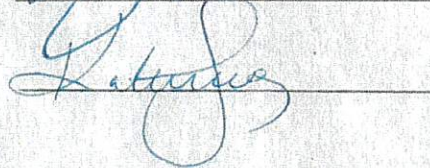
The Board will endeavour to distribute the additional minutes throughout multiple job classifications and zones.

This Agreement is dated the 25<sup>th</sup> of February 2021.

For the Board



W Campbell



For the Local



Donna Howey

A Dupuis-Brandli

Maurice Hayward