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

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

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

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

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

## **C2.00 DEFINITIONS**

- C2.1** The “Central Parties” shall be defined as the Employer bargaining agency, the Council of Trustees’ Association (CTA) and the employee bargaining agency, the Elementary Teachers’ Federation of Ontario (ETFO), each being a “Central Party”)

The Elementary Teachers’ Federation of Ontario (ETFO) refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014*, as amended (SBCBA) for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The Council of Trustees’ Associations (CTA) refers to the designated Employer bargaining agency pursuant to subsection 21 (6) of the SBCBA for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The CTA is composed of:

1. OCSTA refers to the Ontario Catholic School Trustees’ Association as the designated bargaining agency for every English-language Catholic district school board.

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

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

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

**C2.3** “Casual Employee” means,

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

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

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

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

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

- a) In accordance with Section 41(1) of the SBCBA, the term of this collective agreement, including central terms and local terms, shall be for a period of four years from September 1, 2022 to August 31, 2026.

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

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

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

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

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

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

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

- a) Where central bargaining is required under the SBCBA, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*, as amended.
- b) Notice to commence bargaining shall be given by a central party:
  - i. within ninety (90) days of the expiry of the collective agreement; or
  - ii. within such greater period agreed upon by the Parties; or
  - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

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

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

### **C4.1 Definitions**

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

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

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

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

- i) Any central provision of the collective agreement alleged to have been violated.
- ii) The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii) A detailed statement of any relevant facts.

- iv) The remedy requested.
- v) A grievance under this provision is not invalidated as a result of a technical deficiency under 4.3 i), ii), iii) or iv), above.

**C4.4 Referral to the Committee**

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

**C4.5 Mediation**

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

**C4.6 Arbitration**

- i) Arbitration shall be by a single arbitrator.
- ii) The Central Parties shall select a mutually agreed upon arbitrator.
- iii) Where the Central Parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either Central Party may request that the



Minister of Labour appoint an arbitrator.

- iv) The Central Parties may refer multiple grievances to a single arbitrator.
- v) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

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

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

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

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

Post Participation Date, the following shall apply:

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

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

### **C5.3 Funding**

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

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

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H – staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board’s benefits contributions will be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) Monthly amounts paid by the boards to the ETFO ELHT’s administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator but no later than 240 days after the School Boards’ submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards’ benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.
- e) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lockout resulting in ETFO education workers withdrawing their full services:
  - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup> for

the school year impacted by the strike or lockout

- ii. Divide i) by 225 days
- iii. Multiply ii) by the number of strike or lockout days for ETFO education workers at the school board.

**C5.5 Benefits Committee**

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

**C5.6 Privacy**

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

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

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

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

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

**C6.00 CENTRAL LABOUR RELATIONS COMMITTEE**

- 6.1 The Council of Trustees' Association (CTA) and ETFO agree to meet as the joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

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

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

##### a) Sick Leave Benefit Plan

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

##### b) Sick Leave Days

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

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

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

##### d) Eligibility and Allocation

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

- i. An employee is eligible for the full allocation of sick leave and STLDP

regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.

- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
  - iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
  - iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
  - v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
  - vi. Where a regular/permanent employee is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use any unused sick/short-term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.
- e) Short-Term Leave and Disability Plan Top-up
- i. Employees accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
  - ii. This top-up is calculated as follows:  
Eleven (11) days less the number of sick leave days used in the most recent year worked.

- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
  - iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
  - v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).
- f) Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment

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

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

of the collective agreement. Medical confirmation may be required to be provided by the employee to access sick leave or STLDP.

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

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

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

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

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

- a. The Employer shall provide for a permanent employee who accesses such leaves a SEB plan to top up their EI Benefits. The employee who is eligible for

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

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

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

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



regardless of whether the employee would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the employee in accordance with the Board's payroll procedure.

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

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

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

## APPENDIX A

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

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

### B. Other Retirement Gratuities

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

**LETTER OF AGREEMENT # 1  
BETWEEN  
The Elementary Teachers' Federation Ontario  
(hereinafter called 'ETFO')**

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

**AND  
The Crown  
Re: Status Quo Central Items**

The Parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2019-2022 local collective agreements. The issues listed below shall not be subject to local bargaining or to amendment by the local Parties.

Issues:

- Short Term Paid Leaves (number of days)
- Vacation Pay
- Statutory Holidays
- Paid Holidays
- Overtime
- Paid Lunch / Paid Breaks\*
- Long Term Disability\*
- Work Day (excluding scheduling)
- Work Week (excluding scheduling)
- Work Year (excluding scheduling)
- Professional/Preparation Time
- Allowances/Premiums
- Class Structure and Supports
- FDK Model

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

**LETTER OF AGREEMENT # 2  
BETWEEN**

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

**AND**

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

**Re: Job Security: Protected Complement**

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

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

- c. priority for available temporary, casual and/or occasional assignments;
  - d. the establishment of a permanent supply pool where feasible; or
  - e. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
3. Where complement reductions are required pursuant to declining enrolment, such complement reductions shall occur at a rate not greater than the rate of student loss.

4. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).
5. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
6. Staffing provisions contained in the 2014-2017 collective agreements or the last collective agreement completed between the Parties with regard to surplus, bumping and recall will continue.
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Assistants/Technicians
  - b. DECEs
  - c. Custodians/Cleaners/Maintenance/Trades
  - d. Instructors
  - e. Counsellors
8. The Parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Agreement expires on August 30, 2026.

**LETTER OF AGREEMENT # 3  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

**LETTER OF AGREEMENT # 4  
BETWEEN**

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

**AND**

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

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

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

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

**LETTER OF AGREEMENT # 5**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**Re: Provincial Committees**

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

- Ministry Initiatives
- Provincial Working Group on Health and Safety



**LETTER OF AGREEMENT # 6**

**BETWEEN**

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

**AND**

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

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

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

**LETTER OF AGREEMENT # 7**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT # 8**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Health and Safety Training**

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

The parties recommend that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

**LETTER OF AGREEMENT # 9**

**BETWEEN**

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

**AND**

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

**RE: Provincial Working Group – Health and Safety**

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

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

**LETTER OF AGREEMENT # 10**

**BETWEEN**

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

**AND**

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

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

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

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

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

The task force will:

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

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

**LETTER OF AGREEMENT # 11**

**BETWEEN**

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

**AND**

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

**RE: Violent Incident Debriefing Training**

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

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

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

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

**LETTER OF AGREEMENT # 12**

**BETWEEN**

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

**AND**

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

**RE: Violence Prevention in School Boards**

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

## **ETFO EDUCATION WORKERS – PART B: LOCAL TERMS**

### **ARTICLE 1 – Purpose**

1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Board and its employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Board and its employees, to make provisions herein for wages, hours of work and working conditions, and to provide an orderly method of settling grievances under this Agreement, which may arise from time to time.

### **ARTICLE 2 – Recognition**

2.01 The Protestant Separate School Board of the Town of Penetanguishene (the “Board”) recognizes the Elementary Teachers’ Federation of Ontario as the sole and exclusive bargaining agent of all employees of the Board employed at Burkevale Protestant Separate School in the Town of Penetanguishene, save and except supervisors, and those above the rank of supervisor, persons employed in a confidential capacity in matters relating to labour relations, those covered by any subsisting collective agreement and students employed during the school vacation period.

### **ARTICLE 3 – Management Rights**

3.01 Save and except to the extent specifically modified or curtailed by any provision of this Collective Agreement, it is the exclusive function of the Board to manage its business and School and such functions shall include, but not be limited to, the following functions:

1. to maintain order, discipline and efficiency and set qualifications;
2. to hire, retire, transfer, classify, assign, appoint, promote, layoff, recall and suspend, discharge or otherwise discipline employees subject to the right of permanent employees to grieve their discipline in accordance with the grievance procedure set out in this agreement;
3. to issue and enforce from time to time such rules and regulations as the Board deems necessary to ensure successful operation of its business;
4. to manage the Board, and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programmes, courses, systems and procedures, direct its personnel, determine complement, organization, methods and the number, services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations, and all other rights and responsibilities not specifically modified elsewhere in this agreement.



## **ARTICLE 4 – No Discrimination**

- 4.01 The Board and the Union agree that there shall be no discrimination by either party with respect to any employee in accordance with the Human Rights Code, as amended, from time to time. The Board and the Union agree that there shall be equal treatment with respect to employment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity status, age, record of offences, marital status, family status, disability or by reason of membership or activity in the Union.

## **ARTICLE 5 – Definitions**

- 5.01 TRANSFER shall mean a transfer to a position carrying the same rate of pay.
- 5.02 TEMPORARY EMPLOYEES are defined as employees hired for a specific term as defined in Article 6.
- 5.03 PERMANENT EMPLOYEES are defined as full-time or part-time employees who have completed the probationary period.
- 5.04 PART-TIME EMPLOYEES are defined as employees working less than full-time hours.
- 5.05 FULL-TIME EMPLOYEES are defined as employees working full-time hours.
- 5.06 DECE shall mean a Designated Early Childhood Educator who is registered with the College of Early Childhood Educators and who is assigned as staff to a Full-Day Kindergarten classroom, as required in the implementation of FDK.

## **ARTICLE 6 – Temporary Employees**

- 6.01 Employees may be hired for a specific term not to exceed twelve (12) months to replace an employee who will be on an approved leave of absence, W.S.I.B., sick leave or to work on special projects for which the Board receives Government grants.
- 6.02 The employer will outline to the employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

## **ARTICLE 7 – Union Rights**

- 7.01 The Employer will provide bulletin board space for the posting of Union notices.
- 7.02 The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement and the prevailing statutes.

- 7.03 The Board agrees not to penalize or discriminate against any employee for participating in the activities of the Union, including exercising any rights under this collective agreement or the applicable statutes of Ontario.
- 7.04 The Board shall provide each employee steward and the Principal with a copy of the current collective agreement in force between the Board and the Union within six (6) weeks of the signing of the collective agreement. The current agreement shall be placed on the Board's website.

#### **ARTICLE 8 – Union Activity**

- 8.01 The Union Rep will consult with the Supervisory Officer or Principal or designate when holding meetings on Board property outside of working hours.

#### **ARTICLE 9 – No Strikes or Lockouts**

- 9.01 The Board agrees that there shall be no lockout of employees and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be defined in the *Labour Relations Act* and the *Education Act*, as applicable.

#### **ARTICLE 10 – Union Dues and Assessments**

- 10.01 The Board shall deduct, for every pay period and for each employee, union dues and assessments. Dues and assessments shall be deducted in respect of all hours worked by an ETFO member for the Board in any capacity.
- 10.02 The Employer shall show the total amount of Union dues and assessment paid during the previous calendar year on the T4 slip of each employee.
- 10.03 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 10.04 In addition, the Employer agrees to provide a Union representative an opportunity to meet with new employees within the first three (3) weeks of employment to acquaint the new employees with the duties, responsibilities and rights of Union membership.
- 10.05 All employees shall, as a condition of employment, maintain membership in ETFO or join ETFO within thirty (30) calendar days after the signing of this agreement and remain in good standing.

10.06 Dues deducted in accordance with Clause 10.01 shall be forwarded to the General Secretary at 136 Isabella Street, Toronto, Ontario, M4Y 0B5 within thirty (30) days of the dues and assessments being deducted. Each remittance shall be accompanied by a list showing the name, address, Board email, FTE status, salary, dues deducted, member leave status (deferred/paid/pregnancy/parental/unpaid/WSIB or RECE #). The Board shall provide the information in electronic form in September and update the list as changes occur.

## **ARTICLE 11 – Sick Leave**

### **11.01 Sick Leave Benefit Plan**

The sick leave benefit plan will provide sick leave days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

11.02 After five (5) consecutive days of absence, the Board, at the discretion of the Principal, may require a doctor's certificate. The Board shall be responsible for the cost of obtaining the medical certificate.

11.03 Absences due to the following shall be without loss or gain of salary and without loss of sick leave credits:

- a) compulsory quarantine;
- b) jury duty and subpoena;
- c) in the case of death in the immediate family, two (2) to five (5) days compassionate leave per family member at the discretion of the Board. Such leaves shall not be reasonably denied;
- d) unusual urgent reasons approved by the Supervisory Officer;
- e) recognized religious holy days (maximum 3 days);
- f) in the case of death of a non-immediate family member, one (1) day;
- g) educational examinations involved with the employee's professional qualifications (1 day per occasion);
- h) attendance at the birth of the employee's child;
- i) court dates involving custody of the member's child or children

11.04 On request of the employee and with the prior approval of the Supervisory Officer, where possible and reasonable, a maximum of five (5) days per school year may be used to cover the following absences of a special nature without loss of salary or deduction of sick leave:

- a) serious accident or illness in the immediate family for sufficient time to alleviate the emergency condition;
- b) medical or dental appointment in the immediate family;
- c) bereavement leave as required by the particular circumstances;
- d) convocation or graduation involving the employee, the employer's spouse (including common-law and same sex partners), child or parent. (1 day per occasion);
- e) moving to a new place of residence (1 day per occasion);
- f) travel needs associated with the adoption of a child. The time shall be sufficient for the member to fulfil any adoption requirements;
- g) parental leave as required by particular circumstances
- h) appointments related to fostering a child

11.05 Three (3) personal days per school year may be used at the discretion of the employee. These days must be included in the maximum of five (5) days total outlined in section 11.04. This day is not to be used to extend vacation.

11.06 Absence Statement

A statement of remaining sick leave and supplemental absence credits as outlined in 11.04 shall be issued electronically to each employee. Errors or omissions, if any, are to be reported in writing to the Manager of Finance and Treasurer of the Board as soon as possible but no later than two (2) months after they have been discovered.

11.07 An employee who, due to a serious illness/injury certified by a qualified medical practitioner, has exhausted their sick leave credits will be granted an unpaid leave of absence by the Board.

11.08 Inclement Weather

If weather conditions make it impossible, in the opinion of the employee, to reach the school, the employee shall have two (2) absences without loss or gain of salary and without loss of sick leave credits. Any subsequent absences related to inclement weather shall be included in the maximum of five (5) days total as outlined in section 11.04. As soon as is reasonable and possible, the employee shall notify the Principal.

11.09 Fifth Disease

When a case of Fifth Disease in the school becomes known to the Principal, he or she shall notify the school staff. If a pregnant employee is advised by her physician not to attend the workplace where there is a known case of Fifth Disease, the

employee may, with a doctor's note remain at home without loss or gain of salary and without loss of sick leave credits.

In this case, the employee may remain at home without loss or gain of salary and without loss of sick leave credits until twenty (20) days have passed since the last reported case.

The employee may also be assigned to an alternative work location (Board Office) where there is no known case of Fifth Disease until twenty (20) days have passed since the last reported case

#### 11.10

- a) Where it is determined by the employees practitioner that the employee requires accommodation, the Board, in consultation with the Union and the employee, shall cooperatively develop an accommodation plan;
- b) The plan shall address working conditions, as they relate to accessibility and other factors, which may include accommodations, adaptive technologies, attitudinal barriers and adequate modifications;
- c) The plan shall include a schedule for formal reviews. A review shall also be conducted where the nature of the employee's disability(ies) change(s). Appropriate changes shall be made in accordance with each review as soon as possible;
- d) All reviews shall be conducted by the Board, in consultation with the Union.

### **ARTICLE 12 – Seniority**

- 12.01 (a) Seniority is defined as the total accumulated regular paid hours in the bargaining unit and shall include service with the Protestant Separate School Board of the Town of Penetanguishene prior to the certification or recognition of the Union.

Seniority shall be calculated based on service as follows:

Full time employees working 10 months shall be credited with 1 year seniority for each school year worked;

Part time employees working less than full time shall be credited with 0.5 years seniority based on their full time equivalency (i.e 0.4 FTE employee working every day in a month would be credited with a 0.4 of a month seniority).

One month worked is equivalent to 0.1 years seniority; Seniority shall be pro-rated as per Article 12;

For clarification purposes 10 months of service is equivalent to 1 year seniority. The end date for seniority calculations is August 31st annually.

- (b) In the case of bumping and/or layoff, should seniority be equal between two or more employees, such ties will be determined by lot.
- (c) The seniority list shall be posted annually, and made available to the union, on or before April 1<sup>st</sup>. Seniority will continue to accrue if an employee:
  - (a) is on any period of paid leave of absence;
  - (b) is on any period of paid sick leave;
  - (c) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
  - (d) is on any period of W.S.I.B. or L.T.D. benefit (up to a limit of twenty-four [24] months) as applicable;
  - (e) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
  - (f) is on any period of approved pregnancy, adoption, paternity or parental leave, as per the *Employment Standards Act*, up to 52 weeks.

12.02 Seniority will be maintained but not accrued if any employee:

- (a) is on an approved unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is laid off for less than twelve (12) months;
- (c) is on a maximum three (3) month trial period of an out of the bargaining unit position;
- (d) is on W.S.I.B. or L.T.D benefits in excess of twenty-four (24) months;
- (e) is promoted to a temporary out of the bargaining unit position of twelve (12) months or less

12.03 Probationary Employees

Newly hired employees shall serve a probationary period of three months worked and shall have no seniority rights during this period. Upon completion of the probationary period a new permanent employee shall have seniority calculated from the date of hire. The Board may extend the probationary period of an employee for an additional three (3) months with the agreement of ETFO.

### **ARTICLE 13 – Loss of Seniority**

13.01 An employee loses all seniority and their employment with the Board shall terminate under the following conditions:

- a) The employee resigns;

- b) is discharged and not subsequently reinstated;
- c) is absent from work without an explanation, satisfactory to the Board, beyond the period of any leave of absence granted by the Board;
- d) is laid off for a period of twelve (12) months or more.

#### **ARTICLE 14 – Layoff**

- 14.01 A layoff is defined as a reduction in the hours of work or a reduction in the workforce.
- 14.02 A permanent employee who is to be laid off will receive written notice of at least thirty (30) days prior to layoff.
- 14.03 Both parties recognize that job security should increase with length of service. Therefore, in the event of a layoff, permanent employees shall be laid off in the reverse order of seniority subject to ability and qualifications to perform the job.
- 14.04 A permanent employee shall be recalled in order of their seniority subject to ability and qualifications to perform the job.
- 14.05 In the event of layoffs of non-teaching employees, occurring during the school year due to the discontinuance of any job, an employee may displace a less senior employee provided that the employee has the ability and qualifications to perform the job or the employee may accept a layoff.

The then displaced non-teaching employee may displace the most junior non-teaching employee regardless of hours or accept a layoff provided that the employee has the ability and qualifications to perform the job.

#### **ARTICLE 15 – Leave of Absence**

##### 15.01 Leaves for Union Business

Leaves under this article must be requested in writing to the Supervisory Officer at least two (2) weeks prior to the commencement of the leave.

##### 15.02 Conventions/Conferences

Leave of absence without loss of seniority will be granted to not more than one employee at any one time, and such leaves of absence shall be confined to representing the union at union conventions or union conferences. The Union will reimburse the Board the full cost of wages and benefits for such release time.

##### 15.03 Union Education Courses

Leave of absence, without pay and without loss of seniority, will be granted to a steward and or officer to attend union sponsored education courses during the working hours and all such leaves shall not total more than three (3) working days per school year (September 1, to June 30)

The Union will reimburse the Board the full cost of wages and benefits for such release time.

#### 15.04 Wages/Benefits While on Union Leave

The Board agrees to pay, on behalf of the Union, to employees on approved leave of absence pursuant to Article 15, full wages and compensation for which they would otherwise be entitled under this Agreement and the Union agrees to reimburse the Board for the total monies paid on behalf of such employees.

#### 15.05 Leaves without Pay for Other than Union Business

- (a) Leaves of absence without pay are provided with the approval of the Supervisory Officer.
- (b) Employees on unpaid leaves of absence, other than Union business, must pay one hundred percent (100%) of the benefit premiums for that portion of the approved leave of absence exceeding one (1) month.

#### 15.06 Pregnancy/Parental/Adoption/Childcare

- (a) An employee on a pregnancy/parental leave of absence will be maintained on the Board's benefit program as per the *Employment Standards Act* and will accumulate seniority for the statutory period of leave.
- (b) Leave of absence for such reasons shall be granted as per the *Employment Standards Act* as amended from time to time without loss of seniority or benefits.
- (c) An employee may make written application for an unpaid Child Care leave; such a leave may be an extension of a pregnancy or parental leave.
- (d) No employee shall expect a Child Care Leave to extend for longer than a three year period. This excludes any time taken under Article 15.06.
- (e) Any employee returning from a Child Care leave will be returned to a similar position if available.

At termination of such leave periods, the onus shall be on the employee to report, in writing, to the Supervisory Officer, readiness to resume duties. Upon the employees return from such leave, they will be returned to their original position or if the position has been eliminated then to a comparable job at the same wages and benefits as at the date of commencing this leave.

#### 15.07 Jury Duty/Subpoena/Quarantine

- (a) When an employee is required to be absent because of jury duty, or as a witness in any court to which the employee has been summoned in any proceedings to which the employee is not a party or one of the persons charged, the employee shall be subject to neither loss of salary nor deduction from sick leave credit, provided that the employee pays to the Board any fees, exclusive of travelling allowances and living expenses, that the employee receives as a juror or as a witness.



- (b) When an employee is quarantined as determined by the Medical Officer of Health, the employee will be subject neither to loss of pay, seniority, nor deduction from sick leave credits.

#### 15.08 Compassionate Leave

- (a) An employee may be granted up to two (2) days per year compassionate leave with pay and without loss of seniority if the request shows good and sufficient reason. Such a request must be in writing, show the reason, commencement date and length of the proposed absence.
- (b) A leave of this nature will usually cover extraordinary circumstances, which, therefore, merit individual attention and is subject to the approval of the Supervisory Officer, or designate.

#### 15.09 Public Office

An employee holding public office may be granted, as determined in consultation with the Supervisory Officer, relief from duty without pay and without loss of seniority during the employee's term of office.

#### 15.10 School Board Business

Any absence relating to School Board business and approved by the Supervisory Officer or School Principal shall not be charged against the employee's sick leave credit.

#### 15.11 Bereavement Leave

Covered in Articles 11.03 and 11.04.

#### 15.12 School Closure

When a school or building is closed because of severe weather or health or safety reasons, all affected employees will be allowed necessary leave of absence without loss of pay until the school or building is reopened. The Board reserves the right to re-assign the affected employee(s) according to its needs.

#### 15.13 Emergency Leave

Any member of this agreement may apply for an emergency leave, without pay, for up to ten (10) days per year in accordance with the *Employment Standards Act*. Written application to the Supervisory Officer shall be made in advance whenever possible

### **ARTICLE 16 – Health and Welfare (grayed out)**

16.01 All full-time permanent employees, except those who submit proof of coverage in writing to the Board, will automatically be enrolled in all benefits under this Collective Agreement following receipt of the completed paperwork.

16.02 Part-time permanent employees are eligible to participate in those benefits identified in Article 16. The Board will pay fifty percent (50%) of the cost of monthly

premiums and the employee will pay fifty percent (50%).

- 16.03 The Ontario Health Insurance (OHIP) premiums are compulsory deductions. The Board shall pay one hundred percent (100%) of the premiums.
- 16.04 The Board will contribute one hundred percent (100%) of the monthly premiums for the Extended Health Benefit plan for eligible employees.  
FAMILY PREMIUM (as provided in 2011)  
SINGLE PREMIUM (as provided in 2011)  
GROUP LIFE INSURANCE (as provided in 2011)

(The Board will continue to pay 100% of benefits for all Employees hired prior to September 1, 2011).

#### **ARTICLE 17 – Grievance Procedure**

- 17.01 A grievance shall be defined as any question, dispute, or difference of opinion involving interpretation, application, administration, or alleged violation of any term, provision or condition of this agreement, or conduct or actions not conforming to the *Teaching Profession Act* or the *Education Act*, including the question of whether a matter is arbitral. The parties agree to resolve all grievances as expeditiously as possible.
- 17.02 The time limits fixed for the grievance procedure under this Agreement may be extended or abridged upon the written consent of the Board and the Union.
- 17.03 One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Union.
- 17.04 Step 1 – Informal Stage
- (a) A member, who has a complaint relating to the interpretation, application, administration, or alleged violation of this Agreement, shall inform the Principal. Such a complaint shall be brought to the attention of the Principal stating the specific clauses allegedly being contravened and the remedy being sought. The Principal will inform the Supervisory Officer and shall convene a meeting with the grievor(s) within five (5) school days, and attempt to resolve the complaint informally. The Principal shall inform the grievor(s) of their decision within five (5) school days of the meeting. The member(s) may have the assistance of the Union Steward.
  - (b) If the grievor(s) is not satisfied with the decision of the Principal at the informal stage, the Union may lodge a grievance on behalf of the grievor(s), as provided herein.

17.05 Step 2

The Union shall submit the grievance in writing, setting out the facts of the grievance together with the provisions of the agreement claimed to have been violated and the proposed remedy. The grievance shall be submitted to the Supervisory Officer within fifteen (15) teaching days of the decision of the Principal at the informal stage. The Supervisory Officer shall meet with the Union representative(s) and the grievor(s) within ten (10) teaching days following receipt of the grievance. The Supervisory Officer shall investigate, hear and discuss the grievance with the Union. Every effort shall be made by the parties to settle the dispute. Within ten (10) teaching days of the meeting, the Supervisory Officer shall forward their written decision, together with the reason(s) therefore, to the Union.

17.06 Step 3

Failing settlement as outlined in Article 17.05, the Union may, within ten (10) teaching days, submit the grievance to the Chair of the Board. The Chair shall investigate the grievance and, after consultation with the Board, forward its written decision within fifteen (15) days of receipt of the grievance together with the reason(s) therefore, to the Union.

17.07 Step 4

Failing settlement as outlined in Article 17.06, the Union may, within ten (10) teaching days of the receipt of the written decision provided therein, give the other party written notice of its desire to submit the grievance to final, binding arbitration. Whenever possible, the grievance shall be heard by a single arbitrator mutually agreed to by the parts. Should there be no agreement on a single arbitrator, the grievance shall be referred to an Arbitration Board. Each party shall be responsible for naming its nominee to the Arbitration Board. The nominees shall agree to an appropriate chair or request that one be appointed by the Ministry of Labour. The single Arbitrator or the Arbitration Board shall hear and determine the grievance and shall issue a decision. The decision shall be final and binding upon the parties.

17.08 The Arbitration Board shall not make any decision, which is inconsistent with any Statute or any Regulation made thereunder, or the provisions of this collective agreement, nor which serves to alter, modify or amend any part of this collective agreement.

**ARTICLE 18 – Workplace Safety Insurance Board**

18.01 A copy of an Employee's Report of Injury/Disease (WSIB Form 7) will be given to the employee.

18.02 When an employee is eligible for and receives approval of a claim by the Workplace Safety Insurance Board of Ontario they shall select one of the following options:

Option A

All Workplace Safety Insurance Board payments shall be remitted directly to the school Board.

Upon remittance to the Board by the employees, as provided in subparagraph (i), the employee shall then receive full pay from the Board.

The Board shall deduct the number of days from the employee's sick leave credits in proportion to the percentage of employee's salary paid by the Board pursuant to the subparagraph (ii).

If and when the employee's sick leave credits are exhausted, the employee shall only receive the Workplace Safety Insurance Board payment.

OR

Option B

The employee receives Workplace Safety Insurance Board payments directly without any supplement from the Board. The employee must give immediate notice in writing to the Board if they choose this option.

**ARTICLE 19 – Change of Carrier/Benefits (grayed out)**

19.01 The Board may at any time substitute another carrier provided that the benefits are not decreased and provided that the Union has been given prior consultation.

19.02 When an employee covered by another Collective Agreement with the employer receives improvements in benefits covered in this Collective Agreement, the employer will increase the benefits in this Collective Agreement accordingly.

**ARTICLE 20 – Health and Safety**

- (a) The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees. The Board and ETFO agree to fulfil its obligations under the Occupational Health and Safety Act (OHSA) and all applicable legislation.
- (b) The Board recognizes that every employee has the right to work in an environment free from harassment, violence and threats of violence. The Board shall take every reasonable precaution for the protection of employees from harassment, violence or threats of violence.
- (c) No member shall be discharged, penalized or disciplined in any way for making a complaint relating to health and safety or for exercising their right to refuse unsafe work.

- (d) The Board shall ensure a certified employee is released up to one (1) day per month to complete their Health and Safety duties including but not limited to, conduct a worksite inspection, complete the appropriate inspection forms, meet with the site supervisor to discuss the inspection, follow up on any noted deficiencies, and/or complete any additional required paperwork.
- (e) Any member who is absent from work as a result of verified harassment related to the workplace, shall have any sick leave related to the issue be reinstated within the current school year.

**ARTICLE 21 – Vacation Pays**

- 21.01 Secretaries shall receive 20 days’ vacation and shall use them while students are not in school.
- 21.02 The Head Custodian shall receive 25 days’ vacation after 9 years.
- 21.03 The assistant custodian shall receive 15 days’ vacation.
- 21.04 Educational Assistants will be paid 6% of annual salary for vacation pay. Vacation pay will be remitted on or before the first Friday in December of each year.
- 21.05 A maximum of five (5) days may be carried over to the following school year upon request to the Supervisory Officer or designate. Requests for carry over must be submitted by August 15<sup>th</sup> of the current year. All approved carry over days must be used in the following school year. In extenuating circumstance, an employee may request through the Supervisory Officer, a payout of carry over days up to 5 days.
- 21.06 Notwithstanding the above, all other employees shall have vacation pay entitlements as per the Employment Standards Act and any other applicable legislation.

**ARTICLE 22 – Paid Holidays**

- 22.01 The following holidays shall be recognized and paid for by the Board at the regular rate of pay:

New Year’s Day	Good Friday	Boxing Day	Family Day
Victoria Day	Easter Monday	Canada Day	Civic Holiday
Christmas Day	Thanksgiving Day	Labour Day	

or days celebrated in lieu of such holidays and any other day proclaimed by Provincial, Federal or Municipal Government.

- 22.02 An employee will be entitled to holiday pay if the employee works the last scheduled working day before and the first scheduled working day after the holiday or works on such a holiday if the employee is scheduled to work. Provided, however, that an employee will not lose holiday pay if the employee is absent from work on such day due to illness, injury, W.S.I.B., approved leaves of absence or layoff.

## **ARTICLE 23 – Work Schedule, Lunch Time and Breaks**

23.01 The schedule work day and work week for employees shall be:

- a) Educational Assistants – seven (7) hours per day to maximum of thirty five (35) hours per week.
- b) Designated Early Childhood Educators (DECE) – seven (7) hours per day to maximum of thirty five (35) hours per week.
- c) School Secretary – eight (8) hours per day to maximum of forty (40) hours per week.
- d) Head Custodian – eight (8) hours per day to maximum of forty (40) hours per week.
- e) Assistant Custodian – five (5) hours per day to maximum of eight (8) hours per day; twenty five (25) hours per week to a maximum of forty (40) hours per week.

23.02 A full-time employee is entitled to a 30 minute lunch break and two 15 minute breaks that are included in the 23.01.

23.03 Employees working half days or less are entitled to a 15 minute break.

## **ARTICLE 24 – Staff Meetings**

24.01 Effective September 1, 2012 the parties agree that Educational Assistants and DECEs shall attend monthly staff meetings at their work location as part of their assigned duties. Should an Educational Assistant or a DECE not be able to attend a meeting, it is expected that they will discuss the matter with the Principal in advance.

## **ARTICLE 25 – Overtime**

25.01 Overtime, at the rate one and one half (1.5x) of the employee's regular straight time rate of pay will be paid for work performed in excess of 40 hours per week or for work performed on Saturdays. Overtime hours on Saturday will be for emergency only or for Supervisor approved work that cannot be done during the regular work week.

25.02 Overtime, at the rate of two times (2x) the employee's regular straight time rate of pay, will be paid for work performed on Sundays and on the holidays referred to in this Collective Agreement. Overtime hours on a Sunday or holiday will be for emergency only.

25.03 The employees shall have the right to request payment in money or lieu time as set out in this Collective Agreement.

25.04 An Educational Assistant or DECE who is asked to attend a school field trip excluding overnight field trips, will be paid at the overtime rate of pay for any hours on the field trip that extend beyond their regular hours of work, excluding lunch and breaks. If the Educational Assistant or DECE is unable to take an uninterrupted lunch or break

period for safety reasons, such time will be paid at the overtime rate.

- 25.05 When a Principal determines that the attendance of an Educational Assistant or DECE is essential to allow a student to participate in an overnight field trip, they shall be paid six hours at straight time in addition to their regular hours of work, for each day that involves an overnight stay.
- 25.06 Upon authorization from the Principal, DECEs who participate in activities (e.g. parent conferences) over the maximum 35 hours per week up to and including 40 hours in a week will be paid at the employee's regular straight time rate of pay. Any hours over 40 hours per week shall be paid as per Article 25.01.
- 25.07 Educational Assistants and DECEs who attend staff meetings will be paid at the regular straight time rate of pay up to and including 40 hours in a week. Any hours over 40 hours per week shall be paid as per Article 25.01.
- 25.08 All employees noted in Section 25 shall have the right to request payment in money or time in lieu as set out in this Collective Agreement. Any time in lieu must be used within the current school year unless by mutual agreement between the Supervisory Officer and the employee.
- 25.09 All overtime work required and known previously to be completed shall be approved through the Principal and designate.

#### **ARTICLE 26 – Correspondence**

- 26.01 All correspondence between the Board and the Local union arising out of this agreement or incidental thereto, shall pass to and from the Supervisory Officer, to the President, or designate, of the Local with copies to ETFO.
- 26.02 It shall be the duty of the employee to notify the Board promptly, in writing, of any change of address. If an employee should fail to do this, the Board will not be responsible for failure of a notice to reach such employee, and any notice sent by the Board by registered mail to the address of the employee which appears on the Board's payroll records shall be conclusively deemed to have been received by the employee.

#### **ARTICLE 27 – Term of Agreement**

- 27.01 This agreement shall become effective on September 1, 2022 and expire August 31, 2026. The agreement shall continue from year to year thereafter unless either party gives to the other party notice in writing of not more than ninety (90) days and not less than thirty (30) days from the termination date of their desire to amend or terminate it. Changes may be made in this agreement by mutual agreement at any time during the existence of this agreement.

#### **ARTICLE 28 – Wage Rates**

Effective September 1, 2022 Hourly Rates are: (\$1.00 adjustment to the salary grids and wage schedules and to positions of responsibility allowances)

Educational Assistants \$26.60

Custodians \$27.89  
Assistant Custodian \$23.08  
Secretary \$29.15  
Designated Early Childhood Educators (DECE)

- Year 0 \$24.14,
- Year 1 \$25.90,
- Year 2 \$27.69,
- Year 3 \$29.46,
- Year 4 + \$31.25

Supply EA/DECE \$23.79

Effective September 1, 2023: (\$1.00 adjustment to the salary grids and wage schedules and to positions of responsibility allowances)

Educational Assistants \$27.60  
Custodians \$28.89  
Assistant Custodian \$24.08  
Secretary \$30.15  
Designated Early Childhood Educators (DECE)

- Year 0 \$25.14,
- Year 1 \$26.90,
- Year 2 \$28.69,
- Year 3 \$30.46,
- Year 4 + \$32.25

Supply EA/DECE \$24.79

Effective September 1, 2024: (\$1.00 adjustment to the salary grids and wage schedules, and to positions of responsibility allowances)

Educational Assistants \$28.60  
Custodians \$29.89  
Assistant Custodian \$25.08  
Secretary \$31.15  
Designated Early Childhood Educators (DECE)

- Year 0 \$26.14,
- Year 1 \$27.90,
- Year 2 \$29.69,
- Year 3 \$31.46,
- Year 4 + \$33.25

Supply EA/DECE \$25.79

Effective September 1, 2025: (\$1.00 adjustment to the salary grids and wage schedules, and to positions of responsibility allowances)

Educational Assistants \$29.60  
Custodians \$30.89  
Assistant Custodian \$26.08  
Secretary \$32.15  
Designated Early Childhood Educators (DECE)

- Year 0 \$27.14,



- Year 1 \$28.90,
  - Year 2 \$30.69,
  - Year 3 \$32.46,
  - Year 4 + \$34.25
- Supply EA/DECE \$26.79

**ARTICLE 29 – Pension Plan**

- 29.01 All permanent full-time employees covered under this Collective Agreement must, as a condition of employment, enrol in the Ontario Municipal Employees Retirement Plan (OMERS).
- 29.02 All permanent part-time employees shall be offered the opportunity to join OMERS after the qualification period.
- 29.03 Each employee covered under this agreement shall contribute to the plan based on formula established by the appropriate pension plan. The Board shall contribute an amount as per the appropriate plan.

**ARTICLE 30 – Performance Appraisals**

- 30.01 Only the Supervisory Officer or the Principal, as the Supervisory Officer’s designate, shall evaluate a competence. No member of the Union shall be required or requested to evaluate an employee’s competence.
- a) The sole purpose of a performance appraisal shall be to provide for continued professional growth of the member in order to improve instruction, member effectiveness and the learning environment.
  - b) By the 20<sup>th</sup> Day of a new school year the Board shall disclose to the Union the names, if any, of the members who are designated to participate in the performance appraisal process in that school year.
  - c) The Board shall make every reasonable effort to ensure that all observations associated with a Performance Appraisal be concluded by May 31<sup>st</sup>.
  - d) Should a performance appraisal result in an unsatisfactory, the Principal shall inform the Union of the rating prior to meeting the Employee. The Principal shall discuss the rating with the affected Employee in the presence of the Union representative.
- 30.02 In the absence of legislation, the parties agree in principle to consult in the development of a performance appraisal process.

**ARTICLE 31 – Medical Procedures**

- 31.01 The Board shall not require any DECE to administer or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the DECE to risk of injury, disease or negligence.

31.02 The Board shall use appropriately trained EAs to perform any of the functions outlined in Article 31.01, provided the procedure is part of the student's Individual Education Plan and documented.

### **ARTICLE 32 – Call in Procedure**

32.01 When an employee is called in from home to report to work prior to the next scheduled starting time, the employee shall receive a minimum of three (3) hours pay at the appropriate overtime rate.

### **ARTICLE 33 – Clothing Allowances**

33.01 The Board shall provide an annual allowance of \$600.00 for the Custodian, and a prorated equivalency for the Assistant Custodian based on their FTE, with a minimum of \$400.00 for the Assistant Custodian (September 1 to August 31) to be paid by cheque in September for the purchase of items required/necessary for the carrying out of custodial duties. These include, but are not limited to, approved uniform wear (logo included), winter clothing, CSA approved work boots, etc. Receipts for purchases will be submitted to the Board annually.

Effective September 1, 2022 Clothing Allowances are:  
\$670.63 for the Custodian; \$447.09 for the Assistant Custodian

Effective September 1, 2023 Clothing Allowances are:  
\$680.42 for the Custodian; \$456.88 for the Assistant Custodian

Effective September 1, 2024 Clothing Allowances are:  
\$690.21 for the Custodian; \$466.67 for the Assistant Custodian

Effective September 1, 2025 Clothing Allowances are:  
\$700.00 for the Custodian; \$476.46 for the Assistant Custodian

Winter clothing will be provided as needed.

33.02 The Board shall provide one pair of coveralls for use by a custodian who regularly performs maintenance.

33.03 Any damaged items that need to be replaced mid-year will be inspected with due regard for health and safety, and a replacement will be considered and shall not be unreasonably denied.

### **ARTICLE 34 – Custodial Responsibilities**

a) The Head Custodian shall be allocated 8 hours per day to a maximum of forty (40) hours per week at their regular straight time rate of pay to complete both custodial and additional worksite duties. Additional hours shall be paid as per 25.01.

- b) The Assistant Custodian shall be allocated a minimum of five (5) hours per day to a maximum of eight (8) hours per day; twenty-five (25) hours per week to a maximum of forty (40) hours per week at their regular straight time rate of pay to complete custodial duties.

Hours in excess of 40 hours per week shall be paid as per Article 25.01

- c) The practice with regard to overtime and lieu time in place on September 1, 2015 used to access to additional hours for the completion of custodial and/or additional worksite duties shall continue.
- d) The hours during holiday periods like Christmas vacation, March Break, and July and August that are above those listed in 34.00 (a) and (b) above shall be offered to custodial staff in order of seniority before these additional hours are offered to individuals from outside the bargaining unit.
- e) Should there be an increase in the size of the physical plant and/or should there be a desire to assign additional responsibilities to the custodian or assistant custodian, the Parties shall meet to negotiate the additional responsibilities and/or increase in hours. If the Parties are unable to reach an agreement, then the matter shall be referred to an arbitrator agreed upon by the Parties for a final decision.

#### **ARTICLE 35 – Personnel Records**

- (a) An employee may request access to their Board Personnel File by making a written request to the Supervisory Officer. The file may only be viewed at the Board office in the presence of the Supervisory Officer or designate. The only recognized non-medical Personnel File for an employee shall be maintained by the Supervisory Officer of the Board.
- (b) A disciplinary report may be removed from an employee's file at the discretion of the Supervisory Officer.
- (c) All documents of a disciplinary nature to be placed in an employee's personnel file shall have a space for the employee's signature. The signature shall be deemed to be an acknowledgement of receipt only. Employees will be provided copies of such documents, when issued.
- (d) After (2) years since date of issue, an employee may request that a disciplinary report contained in an employee's personnel file be removed from the file. Such requests shall not be unreasonably denied provided that there is no other disciplinary action during that period of time. In the event that a request to remove disciplinary material is denied, the Union may appeal the decision by filing a grievance.
- (e) Notwithstanding the above, documents for which there is a statutory requirement for retention shall not be removed. Performance appraisals and supporting documentation are not disciplinary and are not subject to removal.
- (f) Where an employee authorizes in writing that the Union may have access to their

personnel file, the Board shall provide such access, at the Board office in the presence of the Supervisory Officer or designate, as well as copies of materials contained therein, if also authorized and requested.

#### **ARTICLE 36 – Access to Technology**

- (a) All education workers shall have access to an adequate computer/Chromebook in their classroom, office or workspace appropriate to complete required tasks.
- (b) The Administrative Assistant responsible for daily staffing and permanent custodial staff shall have access to a mobile device.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**The Elementary Teachers' Federation of  
Ontario (the "Federation")**

**AND**

**The Protestant Separate School Board of the Town of  
Penetanguishene (the "Board")**

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The parties agree to strike a committee to discuss performance appraisals;
2. The committee shall be made up of up to three (3) representatives of the Board and up to three (3) representatives of the Union;
3. The committee shall meet no later than June 30, 2026;
4. The committee's discussions shall be without prejudice; and
5. No modifications to the collective agreement shall be implemented without the mutual consent of the parties. Signed this 27<sup>th</sup> day of February, 2024.

Signed this 12 day of December, 2024.

For The Protestant Separate School Board of the Town of Penetanguishene:

Lynne Cousins.

Board Chair

[Signature]

Supervisory Officer

[Signature]

Manager of Finance and Treasurer

For the Elementary Teachers' Federation of Ontario:

[Signature]

ETFO Deputy Secretary

Michelle Leonard.

Provincial ETFO Representative

J. Klaassen

Local ETFO Representative