

Collective Agreement Between



The Elementary Teachers Federation of Ontario
Keewatin Patricia Designated Early Childhood Education Assistants

And



The Keewatin-Patricia District School Board
(Hereinafter called the “Employer” or “Board”)

**September 1, 2022
To
August 31, 2026**

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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 31st and March 31st for the school year impacted by the strike or lockout
 - ii. Divide i) by 225 days
 - iii. Multiply ii) by the number of strike or lockout days for ETFO education workers at the school board.

C5.5 Benefits Committee

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

C5.6 Privacy

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

C5.7 Benefits not provided by the ETFO ELHT

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

C5.8 Payment in Lieu of Benefits

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

C6.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C7.00 SICK LEAVE

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. An employee is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where an employee is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the employee until the employee has

completed eleven (11) consecutive working days at their full FTE without absence due to illness.

- iv. Where an employee is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a regular/permanent employee is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the employee recovers from an illness or injury, the employee may use any unused sick/short-term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.

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

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

- v. When employees use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).
- f) Sick Leave and STLDP Eligibility and Allocation for Employees in a Term Assignment

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

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

- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

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

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

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

C8.3 Maternity Benefits (SEB Plan)

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

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

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

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

APPENDIX A

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

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT # 1

BETWEEN

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

AND

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

AND

The Crown

Re: Status Quo Central Items

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

Issues:

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

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

LETTER OF AGREEMENT # 2

BETWEEN

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

AND

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

Re: Job Security: Protected Complement

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

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

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

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

LETTER OF AGREEMENT # 3

BETWEEN

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

AND

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

AND

The Crown

Re: Ability to Lock the Classroom Door

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

LETTER OF AGREEMENT # 4

BETWEEN

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

AND

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

Re: Professional Activity (PA) Days

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

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

LETTER OF AGREEMENT # 5

BETWEEN

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

AND

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

AND

The Crown

Re: Provincial Committees

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

- Ministry Initiatives
- Provincial Working Group on Health and Safety

LETTER OF AGREEMENT # 6

BETWEEN

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

AND

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

Re: Employment Insurance (EI) Rebate

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

LETTER OF AGREEMENT # 7

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT # 8

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT # 9

BETWEEN

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

AND

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

RE: Provincial Working Group – Health and Safety

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

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

LETTER OF AGREEMENT # 10

BETWEEN

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

AND

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

RE: Task Force on the Utilization of Sick Leave

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT # 11

BETWEEN

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

AND

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

RE: Violent Incident Debriefing Training

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

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

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

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

LETTER OF AGREEMENT # 12

BETWEEN

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

AND

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

RE: Violence Prevention in School Boards

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

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

The parties will jointly recommend to the PWGHS the following:

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

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

PART B – LOCAL TERMS

L1.00 SCOPE AND RECOGNITION

L1.01 The employer recognizes the Elementary Teachers' Federation of Ontario (ETFO) as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of all Designated Early Childhood Educators (DECE's), save and except Supervisors and Casual Employees.

L1.02 No person covered by a Teacher collective agreement shall be covered by this agreement. However, a person who is covered by a teacher collective agreement in respect of part-time employment with the Board and who is also employed by the Board as a DECE shall be covered by this agreement in respect to such employment as a DECE.

L1.03 No DECE shall be required or permitted to make a written or verbal agreement with the Board or its representatives which conflicts with this collective agreement.

L2.00 PURPOSE

It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.

L3.00 AMENDMENTS

Any amendment(s) to, addition(s) to, deletion(s) from, this agreement shall be made in writing, upon mutual consent of the Parties, and any such amendment(s), addition(s), or deletion(s), shall have effect from such date as shall be mutually agreed upon.

L4.00 DEFINITIONS

- a) "Designated Early Childhood Educator (DECE)" shall mean Designated Early Childhood Educator, save and except casual employees, employed by the Keewatin-Patricia District School Board and registered with the College of Early Childhood Educators.
- b) "Board/Employer" shall mean the Keewatin-Patricia District School Board.
- c) "Union" shall mean the Elementary Teachers' Federation of Ontario.
- d) "Day" unless otherwise indicated, shall mean a school or a working day.
- e) "Bargaining Unit" shall mean the ETFO local unit of DECE's employed by the Board.
- f) "Instructional Day" shall be as defined by the Education Act.

L5.00 UNION DUES AND ASSESSMENTS

- L5.01** The Board shall deduct, for every pay period and for each DECE, 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.
- L5.02** The Employer shall show the total amount of Union dues and assessment paid during the previous calendar year on the T4 slip of each DECE.
- L5.03** The Employer agrees to acquaint new DECE's 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.
- L5.04** The Board shall advise all new employees that a Collective Agreement is in effect and include a copy of the Collective Agreement in their hiring package.
- L5.05** In addition, the Employer agrees to provide a Union representative an opportunity to meet with new DECE's to acquaint the new DECE's with the duties, responsibilities and rights of Union membership.
- L5.06** All DECE's 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 members in good standing. All new DECE's shall, as a condition of employment, join ETFO within thirty (30) calendar days and remain members in good standing.
- L5.07** Dues deducted in accordance with L5.01 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.
- L5.08** First and all subsequent remittances pursuant to this agreement and the first remittance in September of each year shall be accompanied by a list showing names, addresses, wages earned, dues and assessments deducted, Board Email, Ministry Identification Number (MIDENT), FTE Status, CECE number. In addition to providing a written copy of this information, the Board shall provide the information in electronic form. A copy of the dues and assessments list shall be forwarded to the Local at the same time.

L6.00 JUST CAUSE

- L6.01** No DECE shall be disciplined or discharged without just and sufficient cause and such cause shall be communicated by email to the employee within seven (7) calendar days with a copy to the Union at the same time.
- L6.02** Prior to the imposition of any discipline, there shall be a meeting between the DECE and the Board representative to discuss the matter. The Board representative will advise the DECE about the nature of the meeting prior to the meeting. The DECE shall have a Union representative at the meeting.

L7.00 RIGHTS AND RESPONSIBILITIES

L7.01 The Board agrees to abide by the *Labour Relations Act*, the *Education Act*, the *Employment Standards Act*, the *Human Rights Code*, the *Occupational Health and Safety Act*, and any other statutes governing education and employment in Ontario, and all regulations thereunder.

L7.02 Reasonable Exercise of Rights

- a) 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.
- b) The Union acknowledges that it is the exclusive function of the Board to maintain order, discipline and efficiency; administer and manage all affairs of the Board; hire discharge, direct, transfer, classify, promote, demote or discipline employees providing any claims that the Board has exercised the above rights in a manner inconsistent with the terms of this Agreement may be the basis of a grievance.

L7.03 No Penalty

The Board agrees not to penalize or discriminate against any DECE for participating in the activities of the Union or seeking assistance from the Union, including exercising any rights under this collective agreement and the prevailing statutes of Ontario.

L7.04 No Discrimination

The Board and the DECE's agree that there shall be equal treatment 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 (including pregnancy and breastfeeding), sexual orientation, gender identity, gender expression, gender transition status, age, marital status, family status, or disability, or because of participation in the activities of, or membership in, the Union.

L7.05 Strikes and Lockouts

The Board agrees that there shall be no lockout of DECE's and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the *School Boards' Collective Bargaining Act (2014)* and the *Labour Relations Act*.

Where an employee feels that their safety is jeopardized by crossing the picket line of another bargaining unit, the employee shall contact the Principal or designate, who in turn will provide for the safety of the employee in reporting for work.

L8.00 GRIEVANCE AND ARBITRATION PROCESS

L8.01 Definitions and general procedure

- a) Grievance – a grievance shall be defined as any dispute arising from the interpretation, application, administration or alleged contravention of this agreement, including any questions as to whether the matter is arbitrable.
- b) Statement of Grievance – The Statement of Grievance must be in writing and contain the following:

- i) A description of how the alleged dispute is in violation of the agreement including the identification by specific reference to all provisions of the agreement alleged to be violated, if applicable, and
 - ii) A statement of the fact to support such grievance, and
 - iii) The relief sought, and
 - iv) The signature of the duly authorized official of the party making the grievance.
- c) Parties – for the purposes of this procedure shall mean:
- i) The Keewatin-Patricia District School Board, and
 - ii) The Union
- d) The parties recognize that each party may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance and/or arbitration procedure.
- e) The time limits specified in the grievance procedure may be extended by mutual agreement, in writing, between the parties following the initiation of the grievance. One or more steps in the grievance procedure may be omitted for a particular grievance with the written consent of the Parties.
- f) Receipt of notification shall be deemed to be the sent date of the e-mail to the party concerned.
- g) If the grievor fails to adhere to the time limits, the grievance shall be deemed to have been abandoned. If both Parties to the grievance fail to adhere to the time limits, the grievance shall be deemed to have been abandoned. If the party against whom the grievance has been lodged fails to adhere to the time limits, the grievance shall advance to the next step of the procedure.
- h) A grievance may be lodged by the Board beginning at arbitration if the dispute is not resolved by informal discussion between the Parties.
- i) The grievance may be withdrawn at any time by the party submitting the grievance giving written notification to the other party.
- j) All grievance correspondence from the Union shall be submitted to the Director or designate through the office of the Human Resources Manager.

L8.02 Step 1 – Informal Procedure

If a DECE claims to have a complaint, the DECE and/or their representative shall discuss the complaint with the individual whose action gave rise to the complaint and the Director of Education, or designate, through the office of the Human Resources Manager, within fifteen (15) days of the facts giving rise to the occurrence. An attempt shall be made to resolve the complaint informally.

If the complaint is not resolved informally, the issue shall proceed to Step 2, unless withdrawn by the grievor.

L8.03 Step 2 - Director of Education

The Union shall submit a Statement of Grievance to the Director of Education or designate, within ten (10) days of the failure to resolve the issue informally.

The Director of Education or designate shall forward their written decision to the grievor(s) within ten (10) days of receipt of the Statement of Grievance.

The Board may initiate a formal, written grievance with Union who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The Union may initiate a formal written grievance with the Director of Education or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

L8.04 Arbitration

a) If a grievance is not resolved through the grievance procedure above, the party desiring arbitration shall notify the other party, in writing, within ten (10) days of the date of the Board's Step 2 response of its desire to submit the difference or allegation to arbitration. Every attempt shall be made within ten (10) days to obtain an arbitrator that is acceptable to both Parties to act as a single arbitrator. If, however, this cannot be done, then each party shall have ten (10) days to name its appointee to the Arbitration Board. Where two appointees are so selected, they shall within ten (10) days of their appointments, appoint a third person who shall be chair. If either party fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within ten (10) days, either party may request the appointment of an arbitrator by the Ministry of Labour. The single Arbitrator of the Arbitration Board, as the case may be, shall hear pertinent representation by the Parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the Parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board, as the case may be, shall not by his or its discretion add to, delete form, modify or otherwise amend the provisions of the agreement.

b) Should the arbitrator of a grievance or the Board require that an involved employee and/or Union representative be released from regular duties, the employee who is required to be in attendance at the arbitration procedure shall be released without loss of salary, benefits, seniority or Federation release time, which would have been accrued by the member had such release time not been required.

c) Powers of the Board of Arbitration

An Arbitrator or an Arbitration Board, as the case may be, has the powers under the Labour Relations Act, and in addition, has the power:

i) To extend the time for taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion considers it proper to do so;

ii) To grant such interim orders, including interim relief, as the arbitrator, or Arbitration Board

considers proper, including interim reinstatement; and

iii) To enforce a written settlement of grievance.

d) Decision of a Board of Arbitration

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

e) Expenses of the Arbitrator or Board of Arbitration

Both Parties agree to pay one half (1/2) of the fees and expenses of a single arbitrator, or the fees and expenses of the Parties' respective appointees and one half (1/2) of the fees and expenses of the Chair of the Arbitration Board.

L8.05 Discharge Grievance

Where a DECE has received termination notice, the DECE may file the grievance at Step 2 within ten (10) days of written notice of termination.

L8.06 Policy Grievance

The Union and the Board shall have the right to file a Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A Policy Grievance shall be presented at Step 2 to the Union or the Director of Education.

L8.07 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.

L8.08 Attendance at Grievance Meetings

The Grievor's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. Representation at the meeting shall be limited to one Union representative from the geographic area where the meeting occurs and shall be without loss of pay or any other entitlement. Such representation may be mutually altered by the Parties under special circumstances.

This clause does not apply to the arbitration process.

L9.00 NEW POSTINGS AND VACANCIES

A "vacancy" under this article means a DECE assignment covered by this collective agreement that is unoccupied because:

- a) The incumbent has been transferred, promoted, or has resigned;
- b) The incumbent has died;
- c) A new position has been created.

L10.00 POSTING OF POSITIONS

- a) The board shall post DECE positions for five (5) days. A copy shall be sent to the Union.
- b) Vacancies shall not be posted and/or advertised externally until the completion of the surplus and recall procedure outlined in L29.00. Remaining vacancies shall be posted within 5 school days following completion of the surplus and recall procedures.
- c) All postings shall include the title of the position, qualifications, the school and effective date.
- d) Any DECE covered by this agreement may apply for any vacancy for which they are qualified.

L11.00 PROBATIONARY PERIOD

All DECE's will serve a probationary period of six (6) months before being considered permanent members of staff. Such six month period shall be full time equivalent for DECE's working less than full time.

L12.00 EVALUATION

- a) Only Supervisory Officers and Elementary Principals and Vice Principals shall evaluate a DECE's competence.
- b) All DECE's who are scheduled for a performance appraisal shall be informed of this by September 30th of each school year.
- c) The cycle for evaluation shall be five (5) years.
- d) Should an administrator schedule an out of cycle DECE performance appraisal the bargaining unit president, or designate, shall be advised of the reason for this appraisal prior to it commencing.
- e) The Board shall notify the President of the Union, or designate, within three (3) working days, where possible, when a DECE receives an unsatisfactory rating.

L13.00 PERSONNEL FILES

L13.01 The Board agrees to abide by the provisions of the *Freedom of Information and Protection of Privacy Act*, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.

L13.02 Personnel files regarding performance or contractual status issues will be maintained in a secure manner within Human Resources.

L13.03 A DECE shall be entitled, upon written request, to view their personnel file, in the presence of the Human Resources Manager or designate, and to receive copies therein.

- L13.04** Where a DECE authorizes in writing access to their personnel file by the Local President or designate, the Board shall provide such access, in the presence of the Human Resources Manager or designate, as well as copies of materials contained therein, if also authorized and requested.
- L13.05** DECE's shall be sent copies of any materials placed in their personnel file within five (5) days of the materials being filed, with the exception of materials that originate from the DECE.
- L13.06** The signature of a DECE on any document respecting the performance or conduct of that DECE shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L13.07** A DECE has the right to challenge, in writing, the accuracy or completeness of information referred to in L13.05 and L13.06. The DECE's written submission shall become part of the file. Where a written document is revised as a result of the DECE's submission, the Board shall provide copies to individuals that were in receipt of the original document(s).
- L13.08** After two years, a DECE may make a written request to the Human Resources Manager, or designate, that a written warning or disciplinary material be removed from their personnel file. Should there be no reoccurrences of the actions giving rise to the written warning or discipline material, it shall be removed. Records of disciplinary actions pertaining to sexual or physical misconduct affecting the safety of students and/or staff will remain in the file.
- L13.09** In accordance with current board procedure, the Board shall ensure that all medical information is stored in a secure location.

L14.00 SALARY

- L14.01** DECE's are to be paid biweekly. All DECE's shall be paid by direct deposit to their bank account.
- L14.02** The hourly rate of pay for permanent full-time or part-time qualified DECE's will be in accordance with the following grids:

Effective September 1, 2022

0 Years of Experience	\$23.80
1 Year of Experience	\$25.55
2 Years of Experience	\$27.30
3 Years of Experience	\$29.04
4 Years of Experience	\$30.80

Effective September 1, 2023

0 Years of Experience	\$24.80
1 Year of Experience	\$26.55
2 Years of Experience	\$28.30
3 Years of Experience	\$30.04
4 Years of Experience	\$31.80

Effective September 1, 2024

0 Years of Experience	\$25.80
1 Year of Experience	\$27.55
2 Years of Experience	\$29.30
3 Years of Experience	\$31.04
4 Years of Experience	\$32.80

Effective September 1, 2025

0 Years of Experience	\$26.80
1 Year of Experience	\$28.55
2 Years of Experience	\$30.30
3 Years of Experience	\$32.04
4 Years of Experience	\$33.80

L14.03 Qualified means a member in good standing with the College of Early Childhood Educators.

L14.04 Grid step increases will be annual, at the beginning of each school year, and on the same effective date of the grid. The intent of this language is to provide one consistent date for annual grid step increases and new grid implementation. Advancement on the grid shall occur where the previous year of service is greater than or equal to five months.

L14.05 Retroactive salary to the date of commencement of employment will be paid providing proof of previous experience is received by the Manager of Human Resources within two months of the date of hire. Any experience information provided beyond this date will be applied upon the date of receipt.

L15.00 HOURS OF WORK

L15.01 The position of DECE has a 32.5 hour work week. This shall normally be 6.5 hours per day Monday through Friday.

L15.02 a) A full-time DECE shall receive a break with pay of fifteen (15) minutes in each half of the workday outside of the student instructional day.

The timing of the breaks shall be determined by mutual agreement of the DECE and the principal. The two fifteen (15) minute breaks may be combined and scheduled into one thirty (30) minute break. Alternatively, one fifteen (15) minute may be scheduled consecutively with the member's lunch break and as such may encroach five (5) minutes into instructional time.

b) Each DECE shall be entitled each day to a scheduled minimum period of thirty (30) consecutive minutes for an unpaid lunch break free from supervisory or other duties.

c) Lunch will be scheduled outside of the instructional day for students.

L15.03 It is understood that DECE's shall be provided with 20 minutes per day for professional activities related to the Early Learning Program, during the time for which DECE's are paid, outside of the 300 minute instructional day where DECE's are not on scheduled breaks or engaged in supervision.

L16.00 WORK YEAR

The Board shall ensure that the submission of Records of Employment to Service Canada on behalf of DECE members is completed within 5 calendar days of the last pay date.

L17.00 PENSION PLAN

- a) All employees shall be covered by Ontario Municipal Employees' Retirement System in accordance with the terms of that plan except for members who are qualified teachers who fall under the Teachers' Pension Plan.
- b) Each Employee shall contribute to the plan based on the formula established by the OMERS. The Board shall contribute an amount as per the OMERS regulations.

L18.00 EMPLOYEE BENEFITS

- a) See C5.00 Provincial Benefits Plan.
- b) It shall be a condition of employment of all DECE's to participate in the long-term disability program. This program shall be administered by the Board and financed entirely by employee contributions.

L19.00 OVERTIME WORK

- a) DECE's will be compensated at straight time only for additional hours worked in relation to school scheduled activities that they are required to attend. These activities may include but are not limited to: Meet the Teacher Events, Parent Teacher Interviews, Kindergarten Assessments, Parent Meeting that take place before school commences.
- b) Overtime is defined as any hours in excess of 35 hours per week.
- c) Approval of the immediate supervisor is required before overtime work will be recognized.
- d) Authorized overtime may, as mutually agreed to, be either paid at a rate of time and one half or the DECE may take time off equal to the overtime rate in lieu of payment. Where a DECE elects time off, such time shall be taken at a mutually agreed to time.

L20.00 PAID TIME OFF

L20.01 Vacation Pay

The following schedule shall apply to full-time 10-month employees covered by this policy:

In the first year of continuous service	Four (4) percent
In the third year of continuous service	Six (6) percent
In the tenth year of continuous service	Eight (8) percent
In the fifteenth year of continuous service	Ten (10) percent

Supplementary Vacation Pay

DECE's having twenty (20) years or more of unbroken service with the Keewatin-Patricia District School Board shall be entitled, in addition to their regular vacation pay, the equivalent in pay equal to one additional day vacation per complete year of service in excess of twenty years, to a maximum of ten (10) days.

L20.02 Holidays

Day before New Year's Day	Canada Day
New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Day before Christmas
Easter Monday	Christmas Day
Victoria Day	Boxing Day

In the event that any holiday identified above should fall on a Saturday or Sunday that an alternate day will be granted in lieu.

L21.00 LEAVES

L21.01 Jury Duty

d DECE's required to attend jury roll call, serve on a jury or act as a crown witness, shall be paid their regular salary for any days of required absence, unless the employee is a party to the proceeding in which case leave may be granted but will be unpaid.

L21.02 Pregnancy Leave (also see Part A Article C.8.3)

- a) The Board shall grant to an employee a pregnancy leave in accordance with the *Employment Standards Act, R.S.O., 1990*. Copies of the pertinent section are available from Human Resources upon request.
- b) The Employer shall provide for permanent and long-term occasional employees a SEB plan to top up their E.I. Benefits. The employee who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- c) Employees not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- d) Employees filling a long-term assignment shall be entitled to the benefits outlined in b) above, with the length of the SEB benefit limited by the term of the assignment.
- e) 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.

- f) The employee must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- g) 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.
- h) Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

L21.03 Parental Leave

The Board shall grant to an employee a parental leave in accordance with the *Employment Standards Act* RSO 1990. Copies of the pertinent sections are available from Human Resources upon request.

L21.04 Bereavement Leave

- a) In the event of a death in the immediate family, as defined in L21:04 b), a leave not exceeding five (5) consecutive working days, shall be granted commencing the first working day following the day of death, without loss of salary or seniority. The absence on the day of death is not included in the calculation of the leave, if outside the employee's regular scheduled working hours.

If the day related to bereavement (funeral, burial, celebration of life, business affairs) is not within the allotted five (5) consecutive days, then a portion of the allotted days may be applied at a future time on the day of service, but within the current school year.

Additional travel time may be granted at the discretion of the Principal, or designate, in consultation with Human Resources.

- b) Immediate family shall include:
 - spouse (includes both married and unmarried couples, of the same or other genders)
 - parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
 - spouse of the employee's child
 - brother or sister of the employee or the employee's spouse
 - relative of the employee who is dependent on the employee for care or assistance

Bereavement leave is for the sole purpose of grieving the loss of a loved one and/or handling the affairs of the deceased individual.

For absence occasioned by the death of a close friend or family member not included on the list, a leave shall be granted without loss of salary or deduction from Sick Leave for a period not exceeding one (1) day for the purpose of attending a funeral or service.

L21.05 Compassionate Leave

Compassionate leave of up to five (5) consecutive working days, shall be granted to an employee without loss of salary in an unexpected/emergent event of serious illness or injury to a member of the employee's immediate family. The duration and frequency of this leave will be at the discretion of the Principal, or designate, in consultation with the Human Resources Manager.

Immediate family for the purpose of compassionate leave shall include:

- spouse (includes both married and unmarried couples, of the same or other genders)
- parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- spouse of the employee's child
- brother or sister of the employee or the employee's spouse
- relative of the employee who is dependent on the employee for care or assistance

L21.06 Extension of Paid Leaves

An extension of a paid leave (as identified above) may be granted at the discretion of the Principal, or designate, in consultation with Human Resources.

L21.07 Leaves of Absence Unpaid

Unpaid leaves of absence of up to ten (10) days may be granted at the discretion of the direct supervisor. Leaves beyond ten (10) days in duration may be granted at the discretion of the Principal, or designate, in consultation with Human Resources.

DECE's on leave of absence may be eligible to continue participation in group benefit plans. If the leave of absence is without pay and extends beyond four consecutive weeks, the employee on leave shall prepay any benefit premiums provided the plan allows continued participation.

L21.08 Leave of Absence For Illness of Children

Where no one at home other than the employee can provide for the needs during illness of an employee's child, an employee shall be entitled, after notifying their immediate supervisor, to use up to four (4) days per calendar year to care for the child who is ill.

L22.00 TERMINATION OF EMPLOYMENT BY BOARD

In the event of termination of employment for cause, an employee shall only receive entitlement as required by the *Employment Standards Act, R.S.O., 1990*. Copies of the pertinent sections are available from Human Resources upon request.

In the event that employment of an employee is terminated because of redundancy, the employee shall be paid, as required by the *Employment Standards Act, R.S.O., 1990*. Copies of the pertinent sections are available from Human Resources upon request.

L23.00 RESIGNATION/RETIREMENT

Where a DECE intends to resign/retire from their position, the DECE shall provide at least one (1) month's written notice of their resignation. Requests to provide a shorter notification period may be approved.

L24.00 SICK LEAVE (see also Part A Article C.7)

- a) The Director of Education or designate shall keep a register in which shall be entered the credits, the top up bank and the deductions therefrom.
- b) If the Board requires the submission of a medical certificates for confirmation of illness or injury, such costs shall be the responsibility of the Board.

L25.00 UNION LEAVES

L25.01 Union Release

The Board shall grant a leave of absence to a DECE who holds an office either requiring full-time duty, or not, at the provincial or local level, provided that the Union reimburses the Board for the cost of the DECE's total salary and other benefits. The DECE shall continue to accumulate seniority and teaching experience during the period of leave.

A DECE returning from a Union leave shall be assigned to an equivalent position, within their attendance area, to that which was held prior to the leave, subject to the section on Release of Surplus Staff.

L25.02 Local Leave

At the request of the Local, the Board shall release Union members with full pay and benefits from their duties on an occasional basis, as are necessary to carry out Union business, providing replacement is available, and prior notice is given to the Principal, or designate. The Local shall reimburse the Board at the occasional DECE rate for the member's release.

The Local shall advise the Board as soon as possible of the dates and the names of the DECE's involved.

L25.03 Professional Development – Union Sponsored

The Principal, or designate, through the Human Resources office, may grant release time for Union members to attend union sponsored professional development, providing prior notice is given to the Principal, or designate. The Union shall reimburse the Board at the occasional DECE rate for the member's release.

L25.04 Union Release for Negotiations

Notwithstanding L25.02 the Board shall grant release to the Union's Collective Bargaining Committee for the preparation and negotiations of a new collective agreement, providing the request has been communicated to the Principal, or designate. The Union shall reimburse the Board at the occasional DECE rate for the members' release. In emergencies where replacement or coverage is not available, the Board and the Union will review options.

L26.00 OCCUPATIONAL HEALTH AND SAFETY

L26.01 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

L26.02 The Board recognizes that every DECE has the right to be free from violence and threats of violence in the workplace and will take every reasonable precaution for the protection of DECEs from violence or threats of violence, in accordance with Policy #708 “Respectful Working and Learning Environment” and #709 “Workplace Harassment”.

L27.00 DATA FOR NEGOTIATIONS

Upon written request, the Union shall have access to or be furnished with a copy of any existing data relevant to the negotiation and administration of this collective agreement.

L28.00 PROTECTION FROM PREGNANCY RELATED COMMUNICABLE DISEASE

Where a communicable disease prevents a DECE who is pregnant from attending to her duties, the individual will be temporarily reassigned, in accordance with Physician’s orders, with pay and without loss of sick leave.

L29.00 SENIORITY AND SURPLUS

L29.01 Definitions

1. Attendance Areas: The attendance areas are defined as follows:

1. Dryden – Open Roads and New Prospect Schools
2. Vermilion Bay- Lillian Berg School
3. Kenora - Evergreen, Keewatin, King George, and Valleyview Schools.
4. Sioux Narrows- Sioux Narrows School
5. Ignace – Ignace Elementary School.
6. Red Lake – Golden Learning Centre and Red Lake-Madsen Schools.
7. Sioux Lookout – Sioux Mountain School
8. Ear Falls – Ear Falls School
9. Upsala- Upsala Public School
10. Savant Lake- Savant Lake Public School
11. Pickle Lake- Crolancia Public School

2. Seniority: Seniority shall be determined as follows:

- a) Start date of employment with the Board, and when this is equal;
- b) Documented full or part-time experience as a DECE or ECE in a Board of Education; and/or
- c) Documented full or part-time experience as a DECE or ECE in a licensed daycare.

- d) Lot conducted by the Human Resources office and the Union.
- e) DECE's will be removed from the seniority list upon resignation in writing, retirement, after a recall period of 36 consecutive months or upon termination from employment with the Board for just cause.

- L29.02**
- a) No later than March 31st of each year, the Board shall prepare and post electronically a seniority listing of all DECE's. A copy of this listing will be sent to the Union. The seniority list shall include the name and workplace, seniority date, tiebreakers and the CECE Renewal Date of each DECE.
 - b) Within ten (10) school days of the posting of the seniority list, a DECE who considers their position on the seniority list to be incorrect, shall report the error, in writing, to the Human Resources Office, and to the Union. The Human Resources department, shall respond in writing within ten (10) school days, and shall revise the list, if necessary. The revised seniority list shall be posted electronically by May 1 each year.

L29.03 Surplus Procedure

- a) DECE's shall be declared surplus to the school based on seniority by June 1st.
- b) If the DECE complement assigned to a school is in excess of the staffing requirements of a particular school for the ensuing school year, the least senior DECE will be identified as surplus to the school.
- c) By June 1st, the Board shall notify, in writing, each DECE who is declared surplus to the school.
- d) DECE's declared surplus to their school shall complete the Surplus Option Form indicating their attendance area and outside of attendance area preferences.
- e) DECE's declared surplus to their school shall be placed in another school within the attendance area should an open position exist and if so indicated as a preference on the Surplus Option Form.
- f) If there is not an open position for the DECE declared surplus to a school to be placed in, that DECE will be declared surplus to the attendance area.
- g) If a DECE is moved within or into another attendance area, the displaced DECE will have the right to return to the original school or attendance area in that order, in order of seniority from which they were declared surplus up to August 31st, should a position become vacant or be created.
- h) DECE's displaced in this process who are not placed in accordance with L29.03 d) will be declared surplus to the system and placed on the system recall list outlined

L29.04 Recall

- a) The Human Resources Department shall create a Recall List which is a list of DECE's, in order of seniority, that are displaced in the surplus process outlined in Article L29.03, resulting in DECE's that are surplus to the system.

- b) DECE's on the system recall list shall be assigned, in order of seniority, a position in their original school or attendance area or other attendance areas in that order provided the DECE has so indicated on the Surplus Option Form (L29.03 d).
- c) Positions remaining open may be filled externally. For clarity, "filled externally" means a DECE outside of the Keewatin-Patricia DECE Bargaining Unit.
- d) The finalized assignment of DECE's will be posted in each school along with the finalized recall list by June 15th.
- e) DECE's placed on the recall list, shall have their employment terminated in writing no later than June 15th to be effective on the last school day of the school year, however, their names will remain on the recall list.
- f) New and open positions occurring prior to August 31st, will be filled through either:
 - i) a transfer of a DECE back who has, as part of the surplus process, been assigned to another attendance area or;
 - ii) assignment of a DECE who is on the recall list.

The DECE to be recalled must have the greatest seniority.

- g) Positions opening after August 31st, will be filled by DECE's on the recall list based on seniority provided the DECE has so indicated on the Surplus Option form (L26.03 d).
- h) DECE's remain on the system recall list for a period not to exceed three (3) school years. DECE's who are not recalled to a position for three school years will have their employment terminated by August 31st of the third school year.
- i) DECE's recalled by the first school day of the school year following the date of notification of termination shall return to the employ of the Board as if no termination of employment had taken place. A DECE on recall shall retain their position on the seniority list.
- j) The DECE shall forfeit all recall rights where:
 - i. The DECE has been hired by another school Board, as a regular day school DECE.
 - ii. The DECE has declined to accept a position in their home attendance area or the attendance areas they indicated a willingness to work outlined in the Surplus Option Form they submitted.
 - iii. The DECE has not provided current contact information.
- k) The Human Resources department shall notify the Union immediately of the names of all DECE's who have exhausted their recall rights or who have been recalled.
- l) An offer of position shall be made originally by telephone and/or electronically. A DECE shall

inform the Board of their acceptance or rejection, in writing, within twenty-four (24) hours of receiving the offer, exclusive of Saturday and Sunday. A DECE who fails to inform the Board within twenty-four (24) hours shall be deemed to have rejected the offer.

- m) If the person on recall must provide their present employer with two (2) weeks' notice, the DECE must be available for work within ten (10) working days of notice of recall. Notwithstanding the above, where a DECE is not currently employed, the DECE must be available for work within five (5) days of notice of recall. Failure to comply will result in forfeiture of the DECE's recall right.
- n) A DECE who is recalled in accordance with this Article shall be reinstated as though there had been no interruption in service or seniority. On recall, a DECE is entitled to sick leave accrued to the time of termination.
- o) Subject to eligibility requirements, as specified by the carrier, a redundant DECE who is eligible for recall, shall be entitled to continue participation in the group extended health, dental benefit and life insurance plans to which he/she belonged at the time of termination for a maximum of thirty-six (36) months from the date the DECE's employment terminated.

L29.05 Transfer

- a) A DECE may request a transfer between schools or attendance areas through the submission of a Staffing Form submitted to Human Resources. Such requests shall be submitted by March 31st for the following school year.
- b) Transfer requests will remain in effect until August 31st.
- c) Once the surplus and recall processes have been satisfied (as per L29.03 and L29.04), it is agreed and understood that if an open position exists, the DECE shall be granted the transfer in order by seniority.
- d) It is understood that a DECE who has been granted a transfer shall only have the right to refuse within 2 business days (a minimum of 48 hours) of being notified of the transfer being granted. A DECE will not be subject to reprisals or repercussions as a result of refusing such positions.
- e) In exceptional circumstances, where a transfer was requested but not granted, the transfer shall be considered after the August 31st deadline should a position become available.

L30.00 WORKPLACE SAFETY AND INSURANCE BOARD (W.S.I.B.)

L30.01 An employee who is eligible for and receives approval of a claim by the W.S.I.B. shall be on a paid leave of absence, with no reduction in net salary or other rights under the Collective Agreement.

L30.02 Top up for salary purposes will be provided without deduction from Sick Leave to a maximum of four (4) years and six (6) months.

L31.00 RETIREMENT GRATUITY (See also Appendix A Central Agreement)

O. Reg. 1/13 outlines entitlement to retirement gratuities.

L32.00 PROFESSIONAL FEES AND REGISTRATION

DECE's are required to submit proof of payment of fees (such as an electronic receipt) to the Human Resources Department annually and prior to the date of expiration. Employees on layoff and recall must continue to renew their standing with the College and submit proof of registration on an annual basis to remain on the recall list. Employees who let their membership lapse will be paid as unqualified until such date as they provide proof of recertification.

L33.00 KINDERGARTEN REPORTING

L33.01 It is understood by the parties that DECEs will collaborate with teacher partners in the observation, monitoring, and assessment of Kindergarten pupils for the purpose of Kindergarten reporting as mandated by the Ministry of Education.

L33.02 It is not the role of the DECE to author Kindergarten reports. As such, no DECE shall sign a Kindergarten report.

L33.03 The Board shall provide appropriate training, where requested by the DECE, and approved by the Principal to assist DECEs in the collaboration with their teacher partners for the purpose of contributing to the Kindergarten reports.

L34.00 MEDICAL PROCEDURES

L34.01 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.

L34.02 It shall not be part of the duties and responsibilities of a DECE to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

L35.00 ACCOMMODATION PLANS

L35.01 The Board will continue to implement the KPDSB Accommodated Work Program. The parties agree to review the KPDSB Accommodated Work Program with a view to implement a revised and updated work program in compliance with the Ontario Human Rights Code.

L35.02 The Board, in recognition of the Union's role and legal obligations with respect to its members who require an accommodation under the Code, agrees to cooperatively develop modified work plans (accommodations) for such members to be able to perform work. Such cooperative efforts shall involve a Human Resources representative, the Bargaining Unit President or designate, and the member requiring work accommodations.

L35.03 The Bargaining Unit President shall be notified by the Board as soon as is practicable prior to the introduction of any modified/accommodated work for any member. Modified work plans (accommodations) shall be implemented in a timely manner as possible.

AGREEMENT OF CONTRACT

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board the Bargaining Unit of the Elementary Teachers Federation of Ontario – Keewatin-Patricia Designated Early Childhood Educators. It is further certified that this agreement was ratified by the Keewatin-Patricia Designated Early Childhood Educators on December 14, 2023, and ratified by the Keewatin-Patricia District School Board on January 9, 2024.

Dated at Dryden, Ontario, July 9, 2024

FOR THE KEEWATIN-PATRICIA
DISTRICT SCHOOL BOARD

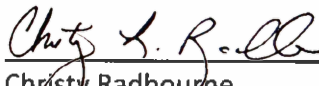
FOR THE KEEWATIN-PATRICIA
ELEMENTARY TEACHERS' FEDERATION



Jasmin Marion
Human Resources Manager



Tui-Sem Won
Executive Staff, ETFO



Christy Radbourne
Director of Education



Sabrina Sawyer
Deputy General Secretary, ETFO

