

COLLECTIVE AGREEMENT

BETWEEN

SIMCOE COUNTY DISTRICT SCHOOL BOARD

AND

STATUTORY MEMBERS OF THE UNION

OF

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
REPRESENTING THE DESIGNATED EARLY CHILDHOOD
EDUCATORS**

FOR THE PERIOD

SEPTEMBER 1, 2022

TO

AUGUST 31, 2026

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PART A – CENTRAL TERMS

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 prorated. 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' Association
(hereinafter called 'CTA')**

AND

The Crown

Re: Status Quo Central Items

The Parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 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' Association
(hereinafter called 'CTA')**

AND

The Crown

Re: Provincial Committees

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

- Ministry Initiatives
- Provincial Working Group on Health and Safety

LETTER OF AGREEMENT # 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' Association
(hereinafter called 'CTA')**

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

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' Association
(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' Association
(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' Association
(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' Association
(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

ARTICLE 1 - PURPOSE

1.01 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.

ARTICLE 2 - RECOGNITION

2.01 The Simcoe County District School Board recognizes the Elementary Teachers' Federation of Ontario (ETFO) as the bargaining agent for all Designated Early Childhood Educators (DECEs).

2.02 A person who is covered by any other 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.

2.03 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.

ARTICLE 3 - DURATION AND RENEWAL

3.01 This collective agreement becomes effective on September 1, 2019 and shall remain in effect until August 31, 2022.

3.02 Either Party may notify the other at any time, within the period of ninety (90) days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications, of this collective agreement.

ARTICLE 4 - DEFINITIONS

4.01 Permanent DECEs have been hired into a permanent position and will gain seniority as of their permanent date of hire (first day of work).

4.02 Temporary DECEs are on the supply list and work daily assignments.

4.03 A temporary Long Term Occasional (LTO) DECE has been hired via posting into a temporary vacancy that exceeds or is anticipated to exceed seventy (70) instructional days. An LTO will be allocated sick leave credits in accordance with Article C7.00 of the central agreement. LTOs will not gain seniority.

4.04 A temporary DECE may work in a term assignment. A term assignment is a position that exceeds, or is anticipated to exceed, twelve (12) school days. (See Article C2.2 in the central agreement.) Temporary DECEs will not gain seniority. The principal has the authority to hire a DECE for a term position. The intention is to hire a qualified applicant. It is understood that if a qualified applicant cannot be found, an unqualified applicant may be hired.

- 4.05 A casual DECE is on the supply list, works daily assignments and does not gain seniority. A vacancy accepted via the absence replacement system may end at or before twelve (12) school days; the principal has the authority to hire a DECE for a term position.

ARTICLE 5 - UNION DUES AND ASSESSMENTS

- 5.01 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.
- 5.02 The employer shall report the total amount of Union dues and assessments paid on the T4 slip for the corresponding taxation year.
- 5.03 Dues deducted in accordance with Article 5.01 shall be forwarded to the General Secretary at the Elementary Teachers' Federation of Ontario within thirty (30) days of the dues and assessments being deducted. For each remittance, the board shall provide an electronic submissions report showing members' names, addresses, Ministry Identification Number (MIDENT), FTE status, salary, dues deducted, member status (active/terminate/retired), and RECE #.
- 5.04 The employer will provide an online orientation process for all new hires. Union contact information and welcome message will be included.
- 5.05 All DECEs 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.

ARTICLE 6 - STRIKES AND LOCKOUT

- 6.01 The employer agrees that there shall be no lockout of DECEs 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 Labour Relations Act.
- 6.02 In the event of a strike or lockout involving other employees of the board, no DECE covered by this collective agreement shall be requested or required to perform any duties normally and regularly performed by other employees of the board. No DECEs shall be disciplined or penalized in any way for refusing to perform the duties of any other employee of the board who is on strike or locked out.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The right to manage and conduct the business of the board resides with the board and its administration except to the extent specifically modified by a provision of this agreement.

ARTICLE 8 - RESPONSIBILITIES OF THE BOARD AND UNION

- 8.01 The board and the Union carry out their responsibilities under this Collective Agreement with mutual respect in a manner that is fair, reasonable, equitable, non-discriminatory and consistent.

ARTICLE 9 - UNION RIGHTS

- 9.01 The Employer will provide bulletin board space for the posting of Union notices.
- 9.02 The board agrees not to penalize or discriminate against any DECE for participating in the activities of the Union, including exercising any rights under this collective agreement or the applicable statutes of Ontario.
- 9.03 The current agreement shall be placed on the board's website, in the Human Resource section.

ARTICLE 10 - NO DISCRIMINATION

- 10.01 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 11 - FAMILY STATUS

- 11.01 The Parties agree that all employment rights (including but not limited to insured benefits, leave provisions and survivor benefits) which depend upon or relate to spousal or marital status shall apply to DECEs in common law and same sex partnerships on the same basis.

ARTICLE 12 - GRIEVANCE – ARBITRATION PROCEDURE

Definition of Grievance

- 12.01 It is mutually agreed that it is the spirit and intent of this agreement to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this agreement.

Types of Grievances

- 12.02
- (a) Individual Grievance: a grievance relating to a particular DECE, launched by the Union on behalf of that DECE. The relief sought in the grievance shall relate to that person only.
 - (b) Policy Grievance: a grievance filed by the board or the Union at Step 1, based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement.
 - (c) Group Grievance: A grievance relating to a listed group of DECEs launched by the Union on behalf of those DECEs. The relief sought in the grievance shall relate to those listed DECEs.
 - (d) Discharge Grievance: where a DECE has been discharged, the Union may submit a grievance to arbitration at Step 3 within ten (10) school days of written notice of discharge.
 - (e) Management Grievance: the board shall have the right to file a policy grievance with the President of the Union Local in accordance with Article 12 based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement.

Informal Stage

Any dispute, to be recognized as a grievance, must first be discussed with the President of the Union Local and the appropriate human resource services representative within ten (10) school days of the board becoming aware of the circumstances giving rise to the complaint. If the board is unable to resolve the dispute by such informal discussion, the board will request and receive a response in writing within ten (10) school days and the board may file a formal grievance at Step One.

Step One

If the grievance(s) is not to be considered as settled on the basis of the informal discussion, the board shall submit the grievance notice in writing, notwithstanding Article 12.00, to the President of the Union Local within ten (10) school days of receipt of the response from the Informal Stage. The notice shall contain the complete grievance, list all the clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after submission.

Within ten (10) school days of receipt of the grievance, a meeting will be held with the President of the Union Local and a representative of human resource services. The President of the Union Local shall respond to the grievance in writing within ten (10) school days of the meeting.

Step Two

If no settlement is reached, the board may submit the grievance to arbitration in accordance with article 12.07 through 12.10 within ten (10)

school days of receipt of the response. If the board does not proceed to arbitration then the grievance shall be deemed abandoned.

Timelines may be extended or waived only by mutual agreement in writing.

Informal Stage

12.03 Any dispute, to be recognized as a grievance, must first be discussed with the DECE's appropriate supervisor by the DECE or a Union representative within ten (10) school days of the DECE becoming aware, or ought reasonably to have become aware of the circumstances giving rise to the complaint. If the DECE is unable to resolve the dispute by such informal discussion, the DECE will request and receive a response in writing within ten (10) school days and the Union may file a formal grievance at Step One.

Step 1

12.04 If the grievance(s) is not to be considered as settled on the basis of the informal discussion, the Union shall submit the grievance notice in writing, notwithstanding Article 12.03, to the Senior Manager of Human Resource Services within ten (10) school days of receipt of the response from the Informal Stage. The notice shall contain the complete grievance, list all the clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after submission.

Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Senior Manager of Human Resource Services or designate. The Senior Manager of Human Resource Services shall respond to the grievance in writing within ten (10) school days of the meeting.

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

Step 2

12.05 If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Senior Manager of Human Resource Services or designate.

Within ten (10) school days of receipt of the grievance, a meeting will be held with the Director of Education or designate and up to three (3) members of the Union, including the griever, should the grievor wish to attend. The Director, or designate shall provide a written answer within ten (10) school days of the meeting being held.

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

Step 3

- 12.06 If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response.
- (a) Timelines may be extended or waived only by mutual agreement in writing.
 - (b) Failure to meet the timelines fixed herein shall allow the grieving party to advance a grievance to the next step of the grievance procedure within five (5) school days of the missed timeline.
 - (c) Notwithstanding 12.06 (a) and (b), should both parties fail to abide by the timelines specified in Article 12, the parties will deem the matter to be abandoned.

Arbitration

- 12.07 When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement. Within five (5) school days thereafter, the party requesting the grievance will submit a possible list of arbitrators. The other party shall respond in writing indicating their agreement of an arbitrator from the list or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon request of either party.

Board of Arbitration

- 12.08 When both Parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the arbitration board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair.

If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.

If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to refer the grievance to a single arbitrator.

Decision of the Arbitrator

- 12.09 The decision of the Arbitrator or Board of Arbitration shall be final and binding and enforceable on all Parties.

Expenses of the Arbitrator or Board of Arbitration

- 12.10 (a) Both Parties agree to pay one-half (½) of the fees and expenses of the single arbitrator or the fees and expenses of the Parties respective

appointees and one-half (½) of the fees and expenses of the chair of the arbitration board.

- (b) Each party shall bear its own expense respecting appearances at hearings of the Arbitration Board and shall bear at its own expense the cost of counsel at each step of the grievance procedure.
- (c) Each party shall be responsible for the salary of its own witnesses summoned by the single arbitrator or chairperson, as the case may be.

Grievance Mediation

12.11 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 timeline for grievance mediation to occur.

Attendance at Grievance Meeting

- 12.12 (a) A DECE who is required to be in attendance, as required by the employer, shall not suffer loss of pay, sick leave credits, benefits, seniority.
- (b) Each party shall be responsible for the salary of its own witnesses summoned by the single arbitrator or chairperson, as the case may be.

ARTICLE 13 - REPRESENTATION

13.01 The board agrees that it will deal solely with the duly authorized agents of ETFO in all matters pertaining to the administration and interpretation of the agreement. In order that this may be carried out, ETFO will supply the board with the names of its officials and committee members. Similarly, the board will supply ETFO with a list of personnel authorized to deal with ETFO.

13.02 All correspondence between the Parties arising out of this agreement shall pass to and from the Director of Education or designate, and to and from the General Secretary of ETFO or designate.

13.03 In order to provide an orderly and speedy procedure for the settling of grievances, the board acknowledges the right of ETFO to appoint or elect representatives whose duties shall be to assist any member of the bargaining unit in preparing and presenting in accordance with the grievance procedure. These representatives shall be entitled to time from their employment with the board, upon approval of Human Resources and subject to availability, to carry out these duties with prior consent of the board which shall not be unreasonably withheld.

13.04 The board recognizes that it may be necessary for executive officers of the Union to be absent from their duties in order to attend to Union matters.

Leave, without loss of salary or deduction of sick leave credits, up to a maximum of ten (10) days in any school year shall be granted, upon approval of Human Resources and subject to replacement availability, to each executive officer of the

Union following a written request from the Union providing reasonable information to facilitate invoicing. The Union will reimburse the board for all actual costs of the supply at step 1.

13.05 The local President may, with the approval of Human Resources, which will not be unreasonably withheld, be released from their assigned duties subject to replacement availability for Union business. The President will provide written notice. The Union will reimburse the board for all of the supply costs at step 1.

13.06 Return from Federation Leave

- (a) Upon the expiration of a Federation Leave which does not exceed three (3) school years, the DECE will be assigned to a position for which she/he is qualified in the original school subject to the provisions of Article 36.
- (b) Upon the expiration of a Federation Leave which does exceed three (3) school years the DECE will be assigned to the original staffing area into a vacancy for which she/he is qualified, should a vacancy exist, subject to the provisions of Article 36.

ARTICLE 14 - SALARY

14.01 The board shall pay hourly rates of remuneration in accordance with the following:

DECE Grid	Sept.1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
	+ \$1.00	+ \$1.00	+ \$1.00	+ \$1.00
LOP (Unqualified)	22.03	23.03	24.03	25.03
Step 1	23.80	24.80	25.80	26.80
Step 2	25.55	26.55	27.55	28.55
Step 3	27.30	28.30	29.30	30.30
Step 4	29.04	30.04	31.04	32.04
Step 5	30.80	31.80	32.80	33.80

14.02 In establishing the initial salary of a DECE the DECE shall be given full credit for previous related E.C.E. work experience with the board or another employer to the maximum experience allowed. For the purpose of this clause related work experience shall include:

- (1) all experience as a DECE or E.C.E. at a board of education or education institution in Canada;
- (2) all experience as an educational assistant at a board of education or education institution in Canada;
- (3) all experience as a teacher at a board of education institution in Canada;

- (4) all experience as an Early Childhood Educator in a licensed childcare institution in Canada.

To be recognized, an official letter stating experience must be submitted to Human Resource Services within the school year.

14.03 DECE's shall be paid on a bi-weekly basis. Payment shall be deposited electronically at the financial institution of the employee's choice and a pay statement will be made available on the payroll portal on the board's staff website.

14.04 The Record of Employment certificates for DECEs will be issued upon request.

A record of employment for DECEs will be sent electronically to Service Canada for the winter break, March break and summer break in compliance with legislation.

14.05 Early Years Facilitator Position

If the Early Years Facilitator position exists, the board shall pay members of the bargaining unit who take on this role an annual allowance, including an increase in accordance with the Central Agreement, of:

September 1, 2022 - September 1, 2025 - \$2,950.11

to be paid bi-weekly effective the first day that their assignment begins. If a person takes on the role and is only in the role for a portion of the school year, then the annual allowance shall be pro-rated for the number of instructional and PA days in the role.

The timelines of return to their position will mirror those stated in accordance with Article 13.06

- 14.06
- (a) In the event of an overpayment or underpayment of any monies, the board and Union agree that the maximum amount payable will not go back further than one calendar year from the date the error was discovered.
 - (b) In the event of an overpayment of any monies, the parties agree that the amount of overpayment shall be repaid to the board on a mutually acceptable schedule of repayment.
 - (c) In the event of an underpayment of any monies by the board, the parties agree that the amount of underpayment shall be paid to the DECE as soon as practical on the nearest regularly scheduled pay date.

ARTICLE 15 - PROBATIONARY PERIOD

15.01 Newly hired permanent DECEs will serve a probationary period of one hundred and thirty (130) working days in the Ministry approved school calendar. Newly hired permanent part-time DECEs shall have their probationary period pro-rated accordingly.

The probationary period may be extended by the Manager of Human Resource Services and the reasons will be confirmed in writing and will specify the length of the extension. Any probationary time accumulated prior to a longer-term leave will be counted towards the requirement of one- hundred and thirty (130) working days. In no case shall the probationary period be extended beyond the one hundred and thirty (130) working days due to the utilization of sick leave if the access to sick leave is not extensive in duration.

The Union retains the right to challenge the extension.

ARTICLE 16 - PERFORMANCE APPRAISALS

16.01 Only supervisory officers and elementary principals and vice-principals shall evaluate a DECE's competence. No member of the Union shall be required or requested to evaluate a DECE's competence. Principals shall make every reasonable effort to ensure observations for performance appraisals for permanent DECEs are completed by May 31st of the appraisal year.

In the absence of legislation, the parties agree in principle to consult in the development of a performance appraisal process.

ARTICLE 17 - DISCIPLINE AND DISMISSAL

17.01 It is understood that the right of the Employer to discipline or dismiss employees shall be for just cause. The Employer's right to discipline or dismiss is subject to the right of the employee to grieve such action.

ARTICLE 18 - INSURANCE

18.01 The board shall maintain liability coverage in accordance with the standard policy issued by a licensed insurance company as determined by the board.

For DECEs having any legal proceeding brought against them for any action undertaken in good faith arising out of or related to their employment, the board shall pay the legal costs of any part thereof incurred by such DECEs in defending such legal proceeding.

ARTICLE 19 - LUNCH BREAK NUTRITION BREAKS

19.01 Each day, over the course of the two (2) nutrition breaks which are held during non-instructional time, each DECE is entitled to sixty (60) minutes of break time.

The sixty (60) minutes of break time shall include a minimum of thirty (30) consecutive minutes for an unpaid lunch break and a minimum of thirty (30) additional minutes of paid break time. The lunch break and additional break time shall be free from supervisory or other duties.

It is understood that the lunch break may be scheduled consecutively with additional break time, but in no case shall a scheduled break be less than twenty (20) minutes in length.

ARTICLE 20 - NON-INSTRUCTIONAL TIME

20.01 Supervision time shall be assigned however it shall be distributed fairly and equitably within the school by the principal. It is understood that the time for which DECE's are paid, outside of the 300-minute instructional day where DECEs are not on scheduled breaks or engaged in supervision shall be used for professional activities related to the Early Learning Program. For clarity, all non-instructional time will be appropriate, reasonable, fair, balanced and meaningful.

Supervision for the purposes of this collective agreement means the time a DECE is assigned to supervise students outside of the normal daily instructional program. Supervision duties include, but are not limited to, duties such as yard, hall, bus and other duties undertaken before the beginning of opening exercises in the morning and the commencement of classes following the lunch interval, during scheduled intervals, recesses or after the school day. The supervision minutes given to a DECE shall not exceed 200 minutes.

ARTICLE 21 - WORKING YEAR

21.01 The working year shall be no less than one hundred and ninety-four (194) school days of which six (6) shall be designated as professional activity days.

ARTICLE 22 - SCHEDULED WORKING DAY

22.01 The daily hours of work will be seven (7) hours. The weekly hours will be thirty-five (35) hours. The scheduled working day for all DECEs shall not extend past seven (7) hours from the time when the DECE is required to report to the school/work-site exclusive of lunch.

22.02 Any duties performed outside the scheduled working day shall be on a voluntary basis.

22.03 The parties agree that it is the expectation that DECEs will attend scheduled staff meetings and scheduled parent/teacher interviews. If such meetings are outside of the regular working day, the DECE will be paid at straight time.

Furthermore, the parties agree that it is the expectation that DECEs will attend meetings as required and pre-approved by the principal. If such meetings are outside of the regular working day the DECE will be paid at straight time.

Meetings shall be kindergarten-focused and may include: Welcome to Kindergarten orientation, IPRC, SNC, and school open house/meet the staff. There may be occasions when only one kindergarten educator is required to attend a meeting; while participation may alternate, the principal will make the decision. For clarity, the following are not considered meetings: plays and musicals.

ARTICLE 23 - PROFESSIONAL ACTIVITY DAYS

23.01 The board reserves the right to plan and require attendance at PA day training and programs. The Union is welcome to make recommendations and sponsor sessions.

ARTICLE 24 - PROFESSIONAL CERTIFICATION

24.01 All DECEs are obliged to maintain their registration with the Ontario College of Early Childhood Educators (CECE). All fees, including initial registration, administration, and annual membership, shall be the responsibility of the employee.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT EXPENSES

25.01 The board shall reimburse a DECE for all reasonable expenses connected with any conferences, conventions, workshops or courses attended by the DECE at the request of the board in accordance with the appropriate APM.

ARTICLE 26 - TRAVEL EXPENSES

26.01 A DECE who is assigned duties at two (2) or more locations on the same day shall be paid kilometres at the board's current rate and shall be provided with adequate time to travel between the locations. This provision shall not apply to staff who elect or apply to work at multiple locations.

When travelling time occurs, it shall be exclusive of break times, preparation time, and when it occurs during the lunch period, it shall be an extension of the 30-minute lunch period.

ARTICLE 27 - NEW POSTINGS AND VACANCIES

27.01 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.

27.02 All new permanent positions shall be posted immediately. This shall include the creation of a new Kindergarten class.

Staff changes (ex. retirements, resignations, dismissal or leaving the board for any reason) and unplanned student growth that generates a DECE vacancy announced between June 15th and September 15th shall be filled with an LTO and held for fall staffing.

ARTICLE 28 - CREATION OF A POSITION

28.01 Should any new classifications be established within the bargaining unit during the life of this collective agreement, the employer will notify the Union of the classification. The Union may challenge the wage rate within a period of thirty (30) days from the date of notification by the employer. Should the parties disagree as to the new rate, the matter will be referred to arbitration.

ARTICLE 29 - POSTING OF POSITIONS

- 29.01 The board shall post DECE positions for five (5) calendar days on the board's website and ATE. Only temporary vacancies that exceed or are anticipated to exceed seventy (70) instructional days shall be posted.
- 29.02 All postings shall include the title of the position, qualifications, salary, effective date and if it is a temporary vacancy other than an occasional position, the probable duration when known.

ARTICLE 30 - INCUMBENTS GIVEN PREFERENCE

- 30.01 The board shall hire as follows:
- (a) Permanent full-time DECEs will be given preference for any permanent postings;
 - (b) Permanent part-time DECEs will then be given preference;
 - (c) Temporary DECEs who have worked in a posted LTO of at least seventy (70) instructional days during their last year of availability preceding the posting will be considered prior to the hiring of external candidates. If a DECE has worked in the same classroom for at least seventy (70) instructional days, but it was not a posted position, it is the DECEs responsibility to ask for a status change in writing to DELT to Human Resources.
- 30.02 The Principal will select the successful candidate from among the qualified applicants. Internal permanent DECE applicants will be considered prior to external hiring. Where there are internal applicants to a posting, the Principal shall shortlist applicants to interview (face-to-face, in person, virtual, or telephone). Interviews may not be required where an assignment is being extended.
- Successful candidates shall not be permitted to apply to subsequent postings during the same school year.
- 30.03 The board will provide to the DECE President access to an electronic report which includes all appointments, hiring (temporary or permanent), transfers, and changes in hours, lay-offs, recalls, member leave status (deferred/paid/pregnancy/parental/unpaid/WSIB), and terminations within the Bargaining Unit. The electronic report shall be updated within five (5) days following a pay.

ARTICLE 31 - PENSION PLAN

- 31.01 All permanent full-time DECEs must enroll in the Ontario Municipal Employees Retirement Plan (OMERS), or the Teachers' Pension Plan upon employment with the board.
- 31.02 All permanent part-time DECEs shall be offered the opportunity to join OMERS after the qualification period.

- 31.03 Each DECE shall contribute to the Plan based on the formula established by the appropriate pension plan. The board shall contribute an amount as per the appropriate plan.
- 31.04 Employees who obtain their teacher certification after their initial hire to the board are required to notify payroll immediately of their change in status.

ARTICLE 32 - STATUTORY HOLIDAYS AND VACATIONS

- 32.01 DECEs shall be entitled to the following as paid holidays:
- (a) New Year's Day;
 - (b) Family Day;
 - (c) Good Friday;
 - (d) Easter Monday;
 - (e) Victoria Day
 - (f) Thanksgiving Day;
 - (g) Christmas Day;
 - (h) Boxing Day; and,
 - (i) 3 Floater Days.
- 32.02 An eligible DECE who begins work any day prior to labour day will be paid for the Labour Day Holiday.
- 32.03 When any of the paid holidays listed falls on a Saturday or Sunday, the board shall designate some other day as a day off with pay for eligible DECEs.
- Clarity Note: The agreement of this language is based on the mutual understanding that, "who have worked", means in receipt of wages, or any paid leave, including sick leave, vacation, bereavement leave and Union leave.

ARTICLE 33 - VACATION

- 33.01 A DECE shall be entitled to 6% vacation pay. For the purpose of this clause, service includes all permanent employment with the board. Vacation pay shall be paid in equal amounts in each pay which a DECE receives during the school year. It is understood that no DECE will receive less vacation pay than they received as of September 1, 2010.

ARTICLE 34 - BENEFITS

Premiums

- 34.01 The board will pay a portion of the benefits premiums.
- 34.02 Failure to provide premiums is grievable.

ARTICLE 35 - SENIORITY

- 35.01 Seniority shall be the length of service as a permanent DECE with the SCDSB. Staff will be given seniority on their first day of work. Staff hired on the same date resulting in a tie in seniority will be decided by draw. The draw to be held at the Simcoe County District School Board office by the Union, witnessed by Human Resource Services.
- 35.02 The board shall post two seniority lists on the staff website by March 1st of each year. One list will be sorted by location, the other by date. Employees shall be notified that the lists are posted. It shall be the responsibility of each DECE to review the seniority list and report any objections to the board in writing within (1) one month of the list being posted.
- 35.03 If no objections have been submitted, in writing, the Seniority Lists shall be accepted as final and complete until the publication of new Seniority Lists.
- 35.04 A DECE shall not accumulate and shall lose all seniority in the event that the DECE:
- (a) resigns or is deemed to have resigned;
 - (b) is discharged for just cause and not reinstated;
 - (c) fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered or certified mail to do so unless through illness or other just cause;
 - (d) is laid-off for a period longer than one (1) year;
 - (e) fails to return to work after completion of a leave of absence (with or without pay) which was granted by the board unless a reasonable explanation is submitted.
 - (f) absence due to approved voluntary leave, illness, accident or compensable claim (Workplace Safety and Insurance Board) that exceeds three (3) years from date of original absence, unless an extension was approved for extenuating circumstances. Nothing in this article shall contravene the Human Rights Code;
 - (g) an employee who has lost seniority in accordance with Article 35.04(a), (b), (c), (d), and (e) will be terminated.
- 35.05
- (a)
 - (i) An employee who is absent due to an illness, accident, compensable claim (Workplace Safety and Insurance Board) or on leave under Article 43, shall continue to accumulate seniority for a period of up to three (3) years.
 - (ii) An employee as described in 35.05(a)(i) will retain their seniority until they lose same pursuant to Article 35.04.
 - (iii) An employee who is absent due to illness, accident or compensable claim (Workplace Safety and Insurance Board) and who is fit to return to work shall have their seniority re-instated after thirty (30) working days following their return to work (at pre-injury or accident level). Nothing in this article shall contravene the Human Rights Code.

- (b) An employee who has been absent due to approved voluntary leave, illness, accident or compensable claim (Workplace Safety and Insurance Board) shall for a period of three (3) years from the date of the original absence, be eligible to return to their original or a comparable position consistent with their seniority, qualifications, physical capabilities to perform the work and permanent hours.
- (c) (i) Should the absence extend beyond three (3) years, the employee shall be eligible, upon recovery, to return to the first available vacancy consistent with their qualifications and physical capabilities to perform the work and permanent hours. The offer of such vacancy will be made prior to the posting of such vacancy and recall of any laid off employees.
- (ii) An employee who is absent due to illness, accident or compensable claim (Workplace Safety and Insurance Board) must provide evidence that substantiates the continuing absence or their employment will be terminated.

35.06 In the event that an employee in a position beyond the scope of this agreement is returned to a position within the scope of this agreement, they shall retain any seniority they had previously acquired in the bargaining unit but the employee shall not have added thereto any seniority for the period of time they served in the position beyond the scope of this agreement.

Upon being transferred to a position within the scope of this agreement, the employee shall be placed in a job consistent with their seniority and qualifications provided such placement shall not result in the lay-off or displacement of an employee having equal or greater seniority.

35.07 For the purposes of Article 35.04 and 35.05 an employee who is absent due to illness, accident or compensable claim (Workplace Safety and Insurance Board) who returns to work and is subsequently absent for the same disability, as confirmed in writing by a physician, within a period of thirty (30) working days, will not be considered to have returned to work when calculating the three (3) year period.

ARTICLE 36 - LAY-OFF AND RECALL

- 36.01 (a) In all cases of lay-off or recall from lay-off, employees' seniority shall govern provided that the employee has the qualifications/skills to do the work in question.
- (b) A permanent employee is declared surplus if their hours are permanently reduced by the Employer.
- (c) The Local President will receive electronic notice of employees being declared surplus prior to the affected employees being notified. The Employer shall consult with the Local President to review the implementation of Article 36.

- (c) Notwithstanding 36.01(c), the Employer will proceed with the implementation of Article 36.
- (e) Vacant positions will be offered in accordance with this Article prior to posting.

36.02

Surplus Procedure

For the purpose of Article 36.01, the following procedure shall be followed in the event a permanent employee is declared surplus:

- (a) Seniority shall prevail.
- (b) Where a position(s) is no longer available by reason of shortage of work or funds, the Employer will identify the position(s) and notify the affected employee(s) in writing. The least senior employee(s) in the school/department will be affected, provided the remaining employee(s) have the necessary qualifications/skills to fill the remaining positions.

The Principal will inform all senior employees in that classification that they may elect to be the affected employee. If a more senior employee elects to be the affected employee, such declaration must be made immediately.

- (c)
 - (i) The Employer will attempt to place employee(s) identified in 36.02(b) by offering, according to seniority, available permanent vacancies within the county for which the employee(s) is qualified.
 - (ii) If there is not a permanent vacancy available at the same FTE, a lesser FTE vacancy will be offered, if available. The affected employee may accept two lesser vacancies, or may retain their reduced hours position, if it still exists, and accept another vacancy, provided the combined total of the two positions does not exceed their current FTE. This option is only available provided the schedules of the two positions coordinate. Schedules are determined by Management. Mileage and/or travel time will not be provided to the employee in these circumstances.
- (d) Should the surplus employee want to exercise their bumping option, provided one exists, they will be given the option of bumping the most junior employee in the same classification within the employee's school/geographic district and within the county, whose permanent FTE is the same or nearest to but not greater than the surplus employee's FTE, and provided the surplus employee has the necessary qualifications for the position. These two options may be the same position. Surplus employees are only entitled to bump one employee.
- (e) The application of Article 36.02 may result in a determination by the Employer of an employee's qualifications to bump an identified employee. Such determination will be discussed with the Union President, or designate, however, the final determination will be made by the Employer.

- (f) Communications to employees declared surplus concerning vacancy and bumping options will be provided to the employer to the last known contact of the employee according to the records of the Employer.

The Employer will make three (3) attempts to contact the affected employee within a twenty-four (24) hour period, after which the Employer will assign an available position to the employee.

- (g) An employee advised of their bumping or vacancy options as detailed in Article 36.02 must make a decision immediately, unless an extension of time is requested and such request shall not be unreasonably denied.
- (h) A surplus employee whose hours were partially reduced and who did not accept either of the options outlined in 36.02(c) or (d), may choose to accept the reduction in hours.
- (i) A surplus employee who accepts a vacancy, bumps another employee, or accepts a reduction in hours, will have no further rights under Article 36 unless they are subsequently bumped or declared surplus.
- (j) A surplus employee who has not exercised their options as outlined in 36.02(c), (d) or (h), shall be laid off.
- (k) The Employer will notify the Local President when written notices of lay-off are issued under Article 36.02(j) or when there is a decision to close a school.

36.03 A probationary employee who is declared surplus shall be offered, in accordance with their permanent date of hire, available permanent vacancies in the same classification within the county, for which they are qualified, at the same or lesser FTE. Such offers will only be made after surplus employees with seniority have been placed and transfer requests have been processed.

36.04 An employee who has been bumped in accordance with Article 36.02 shall have the same rights under this Article.

36.05 Employees with seniority who are laid off under Article 36 will be given one (1) weeks' written notice of such lay-off for each full year of seniority to a maximum of twelve (12) weeks of notice. Such notice may be verbal to be followed up in writing. The effective date of the lay-off may be extended by the Employer without requiring a new notice period. This provision shall be enacted for temporary layoffs. Relevant legislation and statutes shall apply.

36.06 Recall Procedure

- (a) Notwithstanding Article 29 Posting of Positions an employee on lay-off or on notice of lay-off under Article 36 will, prior to the posting of a permanent vacancy, be offered a permanent vacancy within their classification from which they were laid off, at the same or lesser permanent FTE immediately prior to lay-off, provided they have the capabilities to perform the work in

question. Such offers will only be made during the period of time that they are on lay-off and retains seniority rights. Should more than one employee be qualified, the vacant position(s) will be offered in order of seniority.

- (b) Notwithstanding 36.06(a), should there be a part-time employee in the same classification at that location who is senior to the laid off employee, then a portion of the vacancy will first be offered to that employee prior to implementing 36.06(a), in order to bring that employee to full-time status, provided the schedules of the two positions coordinate. Should there be another senior employee at that location, that employee will then be offered any remaining time.
- (c) Communications to employees on lay-off concerning recalls will be given verbally by the Employer to the last known telephone number of the employee according to the records of the Employer. The Employer will make three (3) attempts to contact the employee within a forty-eight (48) hour period.
- (d) Where an employee fails to respond to a recall notice or declines to accept the position to which they were recalled, the position will be offered in seniority order to other laid off employees with the qualifications/skills to perform the work in question, until all laid off employees have been contacted.

36.07 An employee shall have the right to five (5) offers of a position for which they are qualified during the one-year period after an employee has been provided with a written notice of lay-off. The rights under this procedure are lost once the fifth offer is refused, should the employee decline to accept the position at the school/department from which they were laid off, or at the completion of the one-year period.

36.08 Employees who fail to respond to recall notices in accordance with Article 36.07 shall forfeit their claim to re-employment.

36.09 Where vacant positions have been offered and have been declined, as per Article 36.06 and 36.07, the vacancy will be posted as per Article 29.

36.10 Employees recalled to a position will be paid in accordance with the classification to which they were recalled at the same wage step that they were at prior to lay-off.

36.11 Temporary Recall

- (a) Notwithstanding Article 29, an employee on lay-off or on notice of lay-off will, prior to the posting of a temporary vacancy, be offered a temporary vacancy which at the time of the vacancy is anticipated to exceed six (6) weeks, within their classification from which they were laid-off, and at the same or lesser FTE immediately prior to lay-off, provided they have the qualifications/skills to perform the work in question. Such offers will only be made during the period of time that they are on lay-off and retains seniority rights. Should more than one employee be qualified, the vacant position(s) will be offered in order of seniority. Employees who accept an offer of temporary recall shall be paid in accordance with Article 36.10.
- (b) An employee recalled to a temporary vacancy retains all rights under Article 36.

- (c) The one-year recall entitlement period shall continue where an employee is recalled under this Article to a temporary vacancy.

36.12 Temporary Lay-offs and Shutdowns

A school year employee, who is not at work during the winter break, March break, summer break or similar break in a modified school calendar, will not activate the lay-off provisions outlined in Article 36.

ARTICLE 37 - SICK LEAVE

37.01 Personal Illness

Subject to the provisions set out below, each DECE shall be eligible to salary as a result of an illness or injury.

37.02 Sick Leave Credits ([See Article C7.00 – Sick Leave of Part A- Central Terms](#))

- (a) At the first of September of each year, a full-time DECE's sick leave account shall be credited with (20) days of sick leave allowance. A pro-rated credit is made for a part-time DECE. At the end of each year's employment, the amount of sick leave credit remaining in a DECE account shall be carried forward.
- (b) Each DECE's sick leave account shall be debited for the number of days absent due to personal illness or injury and for which salary was paid, until such account has become exhausted.
- (c) All payments to DECEs under sick leave shall be computed on the basis of the rate of a regular day's salary such DECE is, or would be, receiving at the time the absence occurs.

ARTICLE 38 - ABSENCES

38.01 Sick leave is used to cover absences due to illness or injury.

On the request of the DECE and with the prior approval of the Principal, where possible and reasonable, supplemental absence credits may be used to cover the following absences of a special nature:

1. Community or public service of an emergency nature - (not for regularly scheduled or normal events falling during the school day).
2. Serious accident or illness in the immediate family for sufficient time to alleviate the emergency condition.
3. Educational examinations involved with the DECE professional qualifications.

4. Convocation or graduation from a community college or university involving the DECE, the DECE's spouse, child or parent. It is understood that spouse includes common-law and same sex partners.
5. Inclement weather unless the school is declared closed under Policy 4470 (if in the opinion of the Principal and the appropriate Superintendent the absence was not justifiable, a day's pay shall be deducted).
6. Attendance at the birth of the DECE's child.

ARTICLE 39 - BEREAVEMENT LEAVE

39.01 Bereavement leave shall be charged against the DECEs' supplemental absence credits as required by the circumstances, limited to 3 (three) days per occurrence. Said bereavement leave shall normally commence during this period between the death and date of service.

39.02 Upon request of the employee and approval of their immediate supervisor, the bereavement leave may be extended by up to three (3) days if such time is required for the purpose of travelling.

Pay will be dependent upon availability of remaining supplemental absence credits.

ARTICLE 40 - OTHER SHORT-TERM PAID LEAVES OF ABSENCE

40.01 (a) The following absences shall be without loss or gain of salary and without loss of sick leave credits provided there is reasonable notice and planning under the circumstances.

1. quarantine (any case where, because of exposure to communicable disease the member is prevented by the order of the public medical health authorities pursuant to the *Public Health Act*, from attending upon the member's duties)
2. jury duty
3. subpoena
4. recognized religious Holy days

(b) On the request of the DECE and with the prior approval of the Superintendent of Human Resource Services or designate, supplemental absence credits may be used to cover absences for unusual personal reasons not obviously covered by the above.

40.02 Certificate - Practitioner

In the case of personal illness or injury of three (3) consecutive days, an acceptable certificate from a qualified medical or dental practitioner may be requested. Such an acceptable certificate may be requested for cases of personal illness or injury which total more than five (5) school days in the same school year. A member, where required, shall provide to the board evidence of illness or injury stating the dates of the absence excluding diagnosis.

40.03

Fifth Disease

When a case of Fifth Disease in the school becomes known to the principal, he or she shall notify the school staff and the notification shall be placed in the absence replacement system. Either the principal or DECE will contact Human Resources immediately to advise that there is a pregnant DECE in a school with Fifth Disease.

If a pregnant DECE is advised by her physician not to attend the workplace where there is a known case of Fifth Disease, she shall have the option of accessing sick leave and returning to her home or requesting an alternative work-site location in which case the DECE will be assigned to an alternative workplace and a position for which she is qualified where Fifth Disease has not been reported. Should an alternative workplace not be available, then the DECE will be assigned to home with pay.

Temporary DECE's shall be reassigned where possible. If the DECE chooses to decline the reassignment, they shall be excused for the day without pay. If no reassignment exists the DECE will be sent home and paid for the day.

If a pregnant DECE is at risk, it is the DECE's responsibility to visit her physician for immunity testing, at the DECE's cost as soon as possible. During the waiting period, pending receipt of the test results, the DECE will be immediately reassigned out of their assigned workplace to an alternate workplace. As soon as it is available to the employee, the DECE will forward the medical documentation to Human Resource Services.

Employees with immunity to Fifth Disease will return to their assigned workplace. Employees without immunity will continue to be reassigned out of their assigned workplace until their medical practitioner deems it safe for them to return.

ARTICLE 41 – PREGNANCY, PARENTAL AND ADOPTION LEAVE

[See Part A – Central Terms – Article C8.00 Statutory Leaves of Absence/SEB – Item C8.3 – Maternity Benefits \(SEB Plan\)](#)

41.01

A DECE who is granted a leave will ensure that, prior to beginning the leave; arrangements have been made regarding payment of the benefit premiums for the period of the leave.

41.02

Effective Date

(a) The board shall grant to a DECE a pregnancy leave of at least seventeen (17) weeks and a parental leave of at least thirty-five (35) weeks or such shorter leave as the DECE requests.

(b) Upon approval of the E.S.D.C., the board will provide a weekly benefit payable for the two-week waiting period at a weekly rate equal to 100% of the DECE's normal weekly earnings providing the DECE complies with the conditions in the SEB plan (Article 41.03). Normal weekly earning to be calculated as follows:

DECE's annual earnings X 5 days

No. of days in the school year

- (c) The board shall provide a top up to 100% of the DECE's salary for the six (6) weeks of pregnancy leave following the waiting period.
- (d) A DECE who is eligible for E.I. benefits may only use the provisions of 41.02 (b) and (c). A DECE who is not eligible for E.I. benefits and who provides medical substantiation for the need may use sick leave credits. A DECE may only access the number of sick day credits available to her under the board's sick leave plan.
- (e) The benefits provided in Articles 41.02 (b), (c) (d) are intended to be income replacement and may only be claimed for days when the DECE would otherwise have worked.

41.03

Supplemental Employment Benefits (SEB) Plan

- (a) The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by DECEs from the Canada Employment and Immigration Commission for temporary unemployment caused by Pregnancy or Adoption Leaves.
- (b) Only DECEs granted a Pregnancy Leave or an Adoption Leave are covered by this Plan.
- (c) The other requirements for receipt of a SEB are:
 - (i) the DECE must be eligible to receive E.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission;
 - (ii) an application for SEB must be made by the DECE on a form to be provided by the board and the DECE shall provide verification of the approval of the E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission.
 - (iii) the DECE shall sign an agreement with the board indicating:
 - that the DECE will return to work (prior to submitting any resignation) and remain in the service of the board (in accordance with the terms of the DECE's Contract) after returning from the DECE's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the board under this agreement); and
 - that should the DECE not comply with (i) above the DECE

shall reimburse the board any monies paid to the DECE under this SEB Plan.

- (d) A DECE must have applied for E.I. benefits before a SEB becomes payable.
- (e) A DECE disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SEB. A SEB payment shall be made only when it has been verified that the DECE has applied and qualified for E.I.
- (f) A DECE shall not have the right to a SEB payment except for Supplementation of E.I. benefits for the unemployment period as specified by this Plan.

The two week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable.

41.04 Adoption Travel Leave

A DECE may request use of supplemental absence credits for travel needs for the adoption of a child. Dependent on circumstances, up to five (5) days in a school year may be approved by the Superintendent of Human Resource Services.

41.05 Adoption Leave

All entitlements under parental leave shall apply to adoption leave. Such leave refers to the coming of a child into custody, care and control of the parent for the first time.

A DECE whose child comes into their custody, care and control sooner than expected, may commence leave immediately. The DECE shall provide written notice of the leave immediately, no more than within two (2) weeks after the DECE has begun the leave.

Adoption leave taken under Article 41.05 shall be without pay and with no loss of sick leave credits. During the leave the DECE shall continue to accumulate seniority, experience, sick leave credits and any other relevant entitlements under this collective agreement.

41.06 Return to Position

A DECE returning from a pregnancy leave, parental leave or adoption leave shall be assigned to the same position held prior to going on leave if it exists or to a comparable DECE position if it does not.

ARTICLE 42 - UNPAID CHILD CARE LEAVE

- 42.01 Upon request a DECE shall be given an unpaid child care leave for up to one (1) year, the total leave would not exceed (3) three years. The request shall be provided to the board no less than two (2) months before the unpaid child care leave is scheduled to begin.
- 42.02 A DECE shall continue to accrue seniority for the duration of the leave.
- 42.03 A DECE returning from a child care leave during the same school year that the leave began has the right to be reassigned to the same position held prior to going on leave. For the purpose of this Article, the term position means the same assignment in the same school. A DECE returning from a child care leave in a different school year has the right to be assigned to an equivalent position in the same school or workplace.
- 42.04 A DECE on child care leave shall return to their same school location, unless they have been declared surplus in accordance with the appropriate articles.

ARTICLE 43 - LEAVE OF ABSENCE WITHOUT PAY

43.01 Leaves General

Total consecutive leaves, including statutory leaves, shall not exceed three (3) years.

- 43.02 (a) A DECE may be granted a leave of absence without pay, provided they make a written request prior to March 1st for a leave of absence beginning at any time during the following school year. Intentions to return from a leave of absence must be made prior to March 1st for return from a leave of absence effective at any time during the following school year. All requests for a leave of absence or notification of return from a leave of absence are to be submitted to the Superintendent of Human Resources. The DECE shall continue to accumulate seniority for the period of leave.
- A DECE on a leave shall return to their same school location, unless they have been declared surplus in accordance with the appropriate articles.
- (b) In extenuating circumstances the board may waive the March 1st date for either requesting a leave or for indicating a return from leave.
- 43.03 A DECE on a Leave of Absence without pay may elect to pay full benefit premiums to keep their coverage in effect.
- 43.04 A DECE on a Leave of Absence Without Pay must notify the board at least one (1) month prior to the termination of the Leave if the DECE is not going to return to work.

ARTICLE 44 - RETIREMENT GRATUITY

44.01 DECEs employed as of September 28, 2011 shall be entitled to the retirement gratuity.

ARTICLE 45 - MEDICAL PROCEDURES

45.01 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.

45.02 Subject to emergency care, 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.

45.03 The board shall use appropriately trained non-DECE personnel to perform any of the functions outlined in Article 45.01. This shall include checking for head lice.

ARTICLE 46 - OCCUPATIONAL HEALTH AND SAFETY

46.01 The board and ETFO (or Simcoe County DECE) 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.

46.02 Health and Safety Committee

SCDECE will be entitled to representation on the Joint Occupational Health and Safety Committee once the bargaining unit is comprised of 100 or more members. A DECE representative will sit on the joint Health and Safety Committee.

46.03 Board proposes to remain silent with language in regards to toileting/diapering within the collective agreement. The parties would agree to meet within the time frame of the agreement to discuss toileting/diapering responsibilities and level of involvement.

ARTICLE 47 - HARASSMENT

47.01 It is the obligation of the board to ensure that every DECE is free from harassment in the working environment.

This obligation encompasses harassment on the part of DECEs, volunteers or any other person on board property or engaged in board-sponsored activities or in any other work-related activities.

ARTICLE 48 - PERSONNEL FILES

48.01 A DECE shall have access to their personnel file provided an appointment has been scheduled with Human Resource Services.

The DECE shall also have access to their in-school data file if applicable. The DECE may copy any material contained in the files.

48.02 The DECE may be accompanied by the Union President or designate who shall have access to such information at the request of the DECE.

A DECE may grant the Union President or designate access to their personnel file in the DECE's absence. Such permission shall be provided in writing.

48.03 If a DECE disputes the accuracy or completeness of any such information other than an evaluation referred to in Article 16, she or he shall be entitled to:

- (i) request correction of the personal information if the DECE believes there is an error or omission;
- (ii) require that a statement of disagreement be attached to the information reflecting any correction that was requested but not made; and
- (iii) require that any person or body to whom the personal information has been disclosed within the year before the time a correction is requested or a statement of disagreement is required be notified of the correction or statement of disagreement.

48.04 Where the board amends such information, the board shall, at the request of the DECE attempt to notify all persons who received a report based on inaccurate information.

48.05 Copies of any document respecting the performance or conduct of a DECE shall be given to the DECE within five (5) calendar days of the writing of such document and at least five (5) school days prior to the document being filed.

48.06 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.

48.07 Adverse Reports

- (a) Where the board places on record a written report which may adversely affect a DECE's standing or advancement, the DECE shall be supplied with a copy of such report within five (5) working days.
- (b) The report shall be dated and shall delineate the nature of the inadequacy of the DECE's performance together with other pertinent aspects of the situation.

- (c) Where there is a twenty four (24) month period during which no adverse report has been entered or letter of reprimand issued, all previous adverse reports with respect to the DECE shall be destroyed at the request of the DECE.

48.08 The board shall keep any medical information pertaining to a DECE in a separate file which shall be held in a secure manner.

ARTICLE 49 - DEFERRED SALARY LEAVE PLAN (DSLPL)

A DECE who is granted a leave will ensure that, prior to beginning the leave, arrangements have been made regarding payment of the benefit premiums for the period of the leave. The DECE will also ensure that, prior to returning from the leave, necessary steps have been taken to ensure that good standing has been maintained with the Ontario College of DECEs and that proof of good standing has been provided to the Human Resource Services Department.

The Deferred Salary Leave Plan (referred to as “the Plan”) was developed to afford contract DECEs the opportunity of taking a leave of absence which is financed through the deferral of their salary.

The parties agree to maintain the Plan to reflect regulations of the Canada Revenue Agency (CRA), as amended from time to time. The board agrees to provide a link to the Plan details on the staff web-site to include the application form, salary deferral information and a link to CRA.

49.01 A Qualifications

- (1) Any DECE on a permanent contract may apply for a Deferred Salary Leave Plan.

B Method of Application

- (1) DECEs are requested to apply for DSL of Absence as far in advance as possible in order to aid in planning for staffing.
- (2) Preliminary approval of the DSL of Absence shall be given within one month of the receipt of the application.
- (3) A contract DECE wishing to participate in the Plan may submit an application to the Superintendent of Human Resource Services, for their approval, no later than March 15th preceding the September in which they wish to enter the Plan or no later than October 15th preceding the January in which they wish to enter the Plan. Application forms will be available on the staff web-site.
- (4) Final approval of the DSL of Absence shall be given within three (3) months of the preliminary approval.
- (5) All requests for DSL of Absence for periods other than a school year, school term or semester, shall be accompanied by reasons for the time requested.

- (6) In the event that a suitable replacement cannot be found for a DECE who has been granted a leave, the board may defer the year of leave. In this instance, a DECE may choose to remain in the plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. Payment shall be made within 60 days.
- (7) All DECEs wishing to participate in the plan shall be required to sign a contract, supplied by the board, before final approval of the leave will be granted.
- (8) Requests for leave that do not receive preliminary approval will be reviewed by an Administrative Committee composed of two members of Administrative Council and two representatives of the Union appointed by the Union.
- (9) A list of the leaves granted will be provided to each member of the Administrative Committee identified in 8 above.

C Conditions of the Leave

- (1) A DECE on DSL of Absence must give notice, in writing, to the Principal and the Superintendent of Human Resource Services, of an intention to return:
 - (a) by March 1st of the year of leave for return in September of the following school year, or
 - (b) by two (2) months in advance for return at the beginning of the second or third term of the school year.
- (2) Normally a DSL of Absence will not be granted for a period longer than 12 consecutive calendar months.
- (3) Upon return from a DSL of Absence, the DECE shall be assigned to a similar position, including a position of responsibility, in the original school subject to the requirements of C(1) and the conditions of Article 36.
- (4) The replacement for the DECE, whether hired or a Surplus DECE, shall be considered to be placed only while the DECE is absent on the DSL of Absence.
- (5) The taking of a DSL of Absence shall not alter the number of days to the DECE's credit in the accumulative sick leave plan immediately prior to the start of the leave.
- (6) Effective September 1st, 2010, a DECE shall continue to accumulate seniority with the board while on a DSL of Absence that does not exceed twenty-four (24) consecutive months.

D Monetary Arrangements

- (1) The board agrees to undertake the administrative expense of such deductions or deposits of salary as may be necessary at no expense to the DECEs.
- (2) A DECE who participates in the plan or anticipates making application for a DSL of Absence, shall request that the board deduct any portion of the DECE's salary for any given number of years prior to the year of leave. These deductions shall be deposited in a trust fund designated by the board.
- (3) A DECE may alter the amount of the salary deduction by giving the board 60 days' notice in writing.
- (4) Should a DECE leave the employ of the board for any reason (including illness or death) while participating in the plan, any monies owed and interest accumulated shall be paid to the DECE or the DECE's estate within 60 days.
- (5) A DECE may withdraw from the plan at any time prior to the signing of the DSL of Absence contract, in which case monies owed and interest accumulated shall be paid to the DECE or DECE's estate within 60 days.
- (6) A DECE wishing to make contributions to the DECE's Pension Plan must comply with the requirements of the DECE's Pension Plan and must make such arrangements prior to the commencement of a leave.
- (7) DECEs wishing to retain the employee benefits coverage must assume the full cost of the premiums of the benefit plan during the DSL of Absence. This payment may be made in full before the taking of the leave or by salary deductions during the first six months after the DECE's return.

ARTICLE 50 - WORKPLACE SAFETY INSURANCE BOARD (WSIB)

50.01 When an employee is absent due to sickness or accident and a claim has been filed with the Workplace Safety and Insurance Board (WSIB), and the employee has accumulated sick leave credits, they may draw upon those credits pending the settlement of the WSIB claim.

Should the WSIB claim be approved, an employee may draw upon the accumulated sick leave credits for the difference between their regular pay and the amount payable by the Workplace Safety and Insurance Board. Upon the depletion of the sick leave credits, the employee shall receive only those benefits to which they are entitled to under the Workplace Safety and Insurance Act (WSIA). Such benefits will be paid directly by WSIB.

SIGNATURES

In witness whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the day and year first above written.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO
(THE SIMCOE COUNTY DESIGNATED
EARLY CHILDHOOD EDUCATORS)**

LETTER OF UNDERSTANDING #1

Between

**ETFO - The Simcoe County Designated Early Childhood Educators
(ETFO-SCDECE)**

and

Simcoe County District School Board (The Board)

DECE Initiated School To School One For One Transfers

- (a) DECE initiated school to school one for one transfers will be available to permanent DECEs provided the following:
- they are not undergoing an out of cycle performance review;
 - they do not have an unsatisfactory review on their most recent performance appraisal;
 - they do not have an ongoing issue that is being investigated by any of the Ontario College of ECEs, the Simcoe Muskoka Child, Youth & Family Services (SMCYFS) or Police Services;
 - they have not received a letter of reprimand or suspension within the last three (3 years).
- (b) A DECE may apply to be included on the DECE initiated school to school one for one transfer list; by completing an online DECE initiated one for one transfer request form which will be available for seven (7) days following the conclusion of the spring staffing process.
- A notification will be emailed to all staff with respect to the timelines.
- (c) DECEs who have applied for DECE initiated school to school one for one transfers will be jointly approved for inclusion on the list by the board and the Union. The transfer will only be available for the current FTE that they hold.
- (d) The DECE initiated school to school one for one transfer list will be available for four (4) weeks on the SCDSB staff website. The list will be updated on an ongoing basis.
- (e) DECEs are responsible for facilitating their own school to school one for one transfers.
- (f) Communication shall only be through board email.
- (g) Board email for this purpose shall not be used during the instructional day.

- (h) Prior to the transfer being processed, both DECEs signatures must be on the required acceptance form. The transfer will be considered final and DECE's names will be removed from the one for one transfer list once board confirmation has been received.
- (i) In the event of extraordinary circumstances a transfer may not be processed. The Superintendent of Human Resource Services shall, before the transfer is denied, inform the Union of the rationale for the denial. All decisions by the superintendent shall be made within two (2) weeks of the confirmation form being submitted by the board.
- (j) Once confirmation has been received and the school to school one for one transfer has been finalized, DECEs shall not be permitted to facilitate subsequent school to school one to one transfers or be permitted to apply to postings for the upcoming school year.

This Letter of Understanding will expire on August 31, 2026, unless mutually agreed for renewal by both parties.

For the board

For ETFO - SCDECE

LETTER OF UNDERSTANDING #2

Between

**ETFO - The Simcoe County Designated Early Childhood Educators
(ETFO-SCDECE)**

and

Simcoe County District School Board (The Board)

Leave Of Absence - Unpaid Days

Employees may request three (3) unpaid days based upon employees FTE per school year, on the following basis:

- (i) Leave request(s) are to be submitted via email to the school administrator at least five (5) business days prior to the requested day(s) for preapproval wherever possible.
- (ii) The employee must take their full FTE on the requested day.
- (iii) Approvals are contingent upon operational needs.
- (iv) Work days prior to, or immediately following; the first day of school, winter break, March break, Easter, and the last day of school are not eligible. Special circumstances may be considered depending on the nature of the request.
- (v) An unpaid day cannot be changed retroactively once a day has been taken.
- (vi) Once approved, the absence will need to be entered into the absence replacement system. The Additional Information field must be completed with the reason for the absence.
- (vii) The parties agree to work together to support this initiative and ensure that the required data is collected from all absences.

This Letter of Understanding will remain in effect for the period September 1, 2022 to June 30, 2026, and may be renewed by mutual agreement.

For the board

For ETFO - SCDECE

LETTER OF UNDERSTANDING #3

Between

**ETFO - The Simcoe County Designated Early Childhood Educators
(ETFO-SCDECE)**

and

Simcoe County District School Board (The Board)

Working Day in August

The parties agree to the following Letter of Understanding for the express purpose of addressing reporting to work one day during the last week in August for the purpose of preparing for the upcoming school year.

1. It is mandatory that permanent DECEs report to their school and work a full shift on August 30, 2023, August 28, 2024, August 27, 2025, or an alternate date, if mutually agreed to by the DECE and principal. The parties agree to discuss any conflicts that may arise between the parties involving the tentative dates.
2. Two (2) of the three (3) Floater Days from Article 32.02 (i) will be re-allocated to cover the DECEs wages for this day and for Labour Day.
3. The re-allocation of Floater Days will result in DECEs being unpaid for six (6) of the ten (10) days during the winter break shutdown; Records of Employment will be generated as required.

This Letter of Understanding will expire on August 31, 2025, unless mutually agreed for renewal by both parties.

For the board

For ETFO - SCDECE

LETTER OF UNDERSTANDING #4

Between

**ETFO - The Simcoe County Designated Early Childhood Educators
(ETFO-SCDECE)**

and

Simcoe County District School Board (The Board)

Toileting

Further to Article 46.03, the parties agree to the following Letter of Understanding for the express purpose of addressing toileting.

1. Taking into account instruction and supervision of students in a classroom, a DECE may be part of a proactive process to encourage independent toileting within their Kindergarten classroom. This can be done through verbal prompts, visual cues and social stories to foster independence. DECEs will not engage in physical contact with a student. It is understood that the DECE will not be called away from their classroom to support other students in regards to toileting.
2. Taking into account instruction and supervision of students in a classroom, a DECE may be an observer for a staff member who is providing physical toileting on occasion.
3. If it becomes apparent that this LOU is not being followed, a meeting can be called by either of the parties to review this language. Any changes will be made by mutual consent only.
3. This Letter of Understanding is subject to renewal based on mutual agreement.

For the board

For ETFO - SCDECE

LETTER OF UNDERSTANDING #5

Between

**ETFO - The Simcoe County Designated Early Childhood Educators
(ETFO-SCDECE)**

and

Simcoe County District School Board (The Board)

Casual Hourly Rate Temporary Increase

The parties agree to the following Letter of Understanding beginning September 1, 2023:

All casual and temporary LTO staff start at step one of the salary grid. Effective September 1, 2023 all casual and temporary employees will progress along the salary grid in accordance with hours worked as listed below:

<i>Step</i>	<i>Hours worked in the role</i>
Step 1	Start in the role
Step 2	1358 hours
Step 3	2716 hours

Once earned, staff will remain at their grid step while employed as a casual and temporary LTO DECE employee. Staff who resign, retire or are terminated from a DECE position will begin at step 1 upon rehire.

Upon permanent hire, staff will retain their step placement earned since September 1, 2023. All previous temporary hours earned prior to September 1, 2023, and hours earned since the most recent step increase, will be applied to the permanent grid placement for continued grid movement / prior experience credit.

This Letter of Understanding will remain in effect for the term of this Collective Agreement.

For the board

For ETFO - SCDECE

LETTER OF UNDERSTANDING #6

Between

**ETFO - The Simcoe County Designated Early Childhood Educators
(ETFO-SCDECE)**

and

Simcoe County District School Board (The Board)

Scheduling

The parties agree to the following Letter of Understanding beginning September 1, 2024 ending June 30th, 2025. The parties will agree to meet on or before May 1st, 2025 to consider an extension for the period of September 1, 2025 to June 30th, 2026 if there is mutual agreement from both parties.

A Principal and DECE will mutually agree to a daily schedule. Schedules will be created in September for the school year. A DECE's shift must comply with the before or after school supervision duty schedule assigned to them as well any required employment related training.

Adjustments to a schedule may be requested by either a Principal or the DECE to meet operational needs.

For the board

For ETFO - SCDECE

LETTER OF UNDERSTANDING #7

Between

**ETFO - The Simcoe County Designated Early Childhood Educators
(ETFO-SCDECE)**

and

Simcoe County District School Board (The Board)

Personal Day

The following Letter of Agreement is intended to provide direction to the Parties on the use of a Personal Day. This Letter of Agreement is subject to ratification by the respective Parties.

1. For the 2023-2024 and the 2024-2025 school year, the Board shall grant one day/occurrence leave of absence without loss or gain of salary and without loss of sick leave credits to a permanent DECE required to be absent for personal reasons. The employee must take their full FTE on the requested day.
2. The DECE shall give the principal at least 48 hours notice. This absence will be deducted from the five (5) supplementary absence credits. If no supplemental days are available, the DECE will not be eligible for a personal day.
3. Such leave shall:
 - (a) not be granted to extend any winter/spring/summer break;
 - (b) be provided if there are expected to be enough available occasional staff to cover for absent employees, and subject to reasonable system and school requirements; and,
 - (c) not include days needed to support student assessment periods and parent reporting.
4. This Letter of Agreement will remain in effect until June 30, 2025 unless the Parties agree, in writing, to extend this Letter of Agreement on a yearly basis.

For the board

For ETFO - SCDECE

PART B-TEMPORARY DECEs

The only terms of this collective agreement that apply to employees who are not permanent are those that are set out in Part B as follows

Articles:

- 1-Purpose
- 2-Recognition
- 3-Duration of Renewal
- 4-Definitions
- 5-Union Dues and Assessments
- 6-Strikes and Lockout
- 7-Management Rights
- 8-Responsibilities of the Board and Union
- 9-Union Rights
- 10-No Discrimination
- 11-Family Status
- 12-Grievance Process
- 13-Representation
- 14-Salary
- 16-Performance Appraisals
- 17-Discipline and Dismissal
- 18-Insurance
- 19-Lunch Break
- 20-Non-Instructional Time
- 21-Working Year
- 22-Scheduled Working Day
- 23-Professional Development Days for LTOs
- 24-Professional Certification
- 25-Professional Development Expenses
- 26-Travel Expenses
- 27-New Postings and Vacancies
- 28-Creation of a Position
- 29-Posting of Positions
- 30-Incumbents Given Preference
- 37-Sick Leave – as per Central Agreement
- 40.02-Certificate – Practitioner
- 41.03 – Return to Position
- 42-Unpaid Childcare Leave
- 45-Medical Procedures
- 46-Health and Safety
- 47-Harassment
- 48-Personnel Files
- 50-Workplace Safety Insurance Board (WSIB)

Salary:

Articles:

T1 Unqualified DECE's will be placed on the LOP 0 of the salary grid. Qualified DECE's will be placed at step 1 of the salary grid.

Vacation:

T2 Temporary DECEs will receive vacation pay in accordance with the ESA, on all regular earnings, excluding vacation pay, at the time of receiving such earnings.

Statutory:

T3 Temporary LTO DECEs are entitled to eight (8) statutory holidays:

- (a) New Year's Day;
- (b) Family Day;
- (c) Good Friday;
- (d) Easter Monday;
- (e) Victoria Day
- (f) Thanksgiving Day;
- (g) Christmas Day; and,
- (h) Boxing Day.

T4 Temporary DECEs – T4

Absence Replacement System

- (a) If an assignment is cancelled in the absence replacement system at least seventy-five (75) minutes before the start of the assignment the employee will not be paid. If cancelled with less than seventy-five (75) minutes notice the employee shall be paid and shall be assigned appropriate duties. If the employee elects to leave the cancelled assignment they will only be paid for time worked.
- (b) The employee must provide a minimum of twenty-four (24) hours' notice when cancelling an assignment in order to accept another assignment for that day.