

## SUPPORTING COMMUNITIES AGREEMENT

between

Trillium Lakelands District School Board (the “School Board Employer”)

and

Canadian Union of Public Employees Local 997 (the “Union”)

### Re: Voluntary Temporary Redeployment of Employees Between Employers Relating to COVID-19

1. This Supporting Communities Agreement (“Agreement”) document is being developed at the request of the Crown, in response to the exceptional circumstances of COVID-19.
2. The Agreement is intended to provide guidance to and assist organizations in other sectors with a coordinated response to the COVID-19 crisis without undue delays.
3. It is the intention of the parties to assist communities in protecting the health and safety of all Ontarians.
4. The parties recognize that:
  - a. In some sectors, there is an overwhelming need for additional staffing resources whereas in others, some bargaining unit members can be redeployed without jeopardizing ongoing operations; and
  - b. There are employees and their bargaining agents that are expressing a willingness to support their local communities during this time by considering voluntary temporary redeployments to new workplaces.To that end, a provincial matching process is being developed in order to allow employees to voluntarily self-identify for redeployment to other sectors, such as health care, long term care, and others.
5. The Union and School Board Employer have worked together to develop the following Guiding Principles in the spirit of good faith and community support:
  - a. It is understood that any voluntary redeployment that occurs as a result of the provincial matching process will continue only so long as an emergency declaration related to the pandemic remains in effect under the *Emergency Management and Civil Protection Act*, unless otherwise agreed by the parties, or as much written notice as possible of this

decision is provided to the other parties, or as provided under paragraph 5.k.

- b. It is understood that school board bargaining unit employees may be offered the opportunity to self-identify to volunteer for temporary redeployments to another employer ("the Receiving Employer"), taking into account, and subject to, operational requirements of the School Board Employer.
- c. An employee (the "Temporarily Redeployed Employee") chosen by a Receiving Employer shall be offered a temporary redeployment at the location, site or facility experiencing the need for additional employees.
- d. Subject to paragraph 5.e, the Temporarily Redeployed Employees shall remain employees of the School Board Employer and shall continue to be covered by the terms of the collective agreement between the parties including dues, wages, benefits (including but not limited to: LTD, Life insurance, WSIB), pension entitlement, service, seniority. For greater clarity and not limiting the generality of the foregoing, Temporarily Redeployed Employees shall retain their collective agreement rights to their position with the School Board during periods of redeployment, including the right to return to their position and the right to apply to postings under the collective agreement.
- e. Temporarily Redeployed Employees will be subject to the working conditions of the Receiving Employer for the duration of the redeployment. Where the Receiving Employer is unionized the Temporarily Redeployed Employee will be subject to the working conditions (i.e. shift assignments) as outlined in the collective agreement of the Receiving Employer.
- f. The Temporarily Redeployed Employee and School Board Employer shall be provided with the name and contact information of the Receiving Employer and supervisor and the name and contact information of the other bargaining agent's business agent or representative.
- g. The School Board Employer shall inform the Receiving Employer that as a condition of the voluntary redeployment that Temporarily Redeployed Employees must receive the following prior to working their first shift with the Receiving Employer:
  - i. Appropriate safety equipment for the position and as may be recommended by the Chief Medical Officer of Health;
  - ii. Appropriate Infection Control and Prevention (IPAC), training (including required health and safety training) and guidance during working hours, commensurate with the circumstances, classification and expected job duties;
  - iii. Appropriate onboarding, orientation and training during working hours, including but not limited to familiarization with essential information such as policies and procedures regarding health and safety, job routines, location of supplies and equipment, fire and


- disaster plans, as well as employee obligations consistent with the job duties and classification, including but not limited to, work protocols and confidentiality obligations; and
- iv. Contact information of Temporarily Redeployed Employee's supervisor.
  - h. Wages of the Temporarily Redeployed Employee shall include the Province's temporary pandemic pay announced on April 25, 2020, if the Temporarily Redeployed Employee is matched to an eligible worksite and a qualifying role. Temporarily Redeployed Employees may access emergency child care services based on the Emergency Orders.
  - i. Ten (10) month employees who are typically laid off for the Summer also may volunteer to work beyond those ten (10) months, while maintaining their recall rights with the School Board Employer. Should 10 month employees be redeployed and continue working into the summer these Temporarily Redeployed Employees will be paid their regular wages and receive all other entitlements for which they are eligible (including but not limited to benefits, pension) for the period of redeployment subject to paragraph 5.h).
  - j. Daily Occasional teachers or Casual employees who are currently laid off due to COVID-19 circumstances may also volunteer. Should this occur these Temporarily Redeployed Employees will return to the School Board Employer's payroll and be paid based on the hours worked at the Receiving Employer and will be paid their regular wages and receive all other entitlements, as applicable, for the period of redeployment subject to paragraph 5.h). The recall rights of these Temporarily Redeployed Employees with the School Board Employer are preserved.
  - k. A voluntary temporary redeployment may be terminated at any time by the Temporarily Redeployed Employee, the Employer, or the Receiving Employer for any reason. As much written notice as possible of this decision shall be provided to the others.
  - l. There shall be no discipline or reprisal to any employee who refuses a voluntary temporary redeployment to another sector despite their having volunteered. Any other form or discipline imposed during the period of the temporary voluntary redeployment or imposed by the Receiving Employer and relied upon or intended to be relied upon by the School Board Employer with respect to the Temporary Redeployed Employee is subject to the grievance process as per the collective agreement of the Union and the School Board Employer. Both parties hereby waive any objection as to the arbitrability of such a grievance on the basis that the incidents giving rise to the discipline occurred during redeployment.
  - m. Volunteering employees will be advised they are assuming a certain amount of risk.

6. In accordance with this agreement, the Union and School Board Employer have worked together to develop "Appendix 2: Suggested Template External Agreement" as the basis of any temporary voluntary redeployment with the Receiving Employer and Receiving Union.
7. The Union, School Board and Receiving Employer are free to agree on dispute resolution mechanisms that address any concerns arising from redeployment. It is agreed that the temporary voluntary redeployment, so long as it carried out in a manner that is non-discriminatory, non-arbitrary and in good faith cannot be the subject of a grievance between the School Board Employer and the Union.

Nothing in this agreement, however, prevents a Temporarily Redeployed Employee from filing any claim or action against the Receiving Employer under any applicable Ontario legislation, including but not limited to the *Human Rights Code*, the *Employment Standards Act, 2000*, the *Occupational Health and Safety Act*, *Workplace Safety and Insurance Act, 1997*, etc.

8. It is acknowledged that this Agreement has been prepared on an urgent basis and that it should be interpreted and applied in a manner that gives greatest effect to its purpose and principles. This agreement may be amended by the parties in writing by mutual consent.

**SIGNED this 19<sup>th</sup> day of May, 2020**

  
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**Larry Hope**  
**Director of Education**

  
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**William Campbell**  
**CUPE 997 President**