

LETTER OF AGREEMENT #1

BETWEEN

The Ontario Council of Educational Workers
(Hereinafter 'OCEW')

AND

The Council of Trustees Associations
(Hereinafter The 'CTA')

RE: Job Security

The parties acknowledge that education workers contribute in a significant way to student achievement and well-being.

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a) A catastrophic or unforeseeable event or circumstance;
 - b) Declining enrolment;
 - c) Funding reductions directly related to services provided by bargaining unit members; or
 - d) School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a) In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b) In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c) 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).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a) The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - b) Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
 - c) Once the FTE number has been established in accordance with this paragraph 3, the local parties shall jointly report the number to the Central Labour Relations Committee.

4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a) priority for available temporary, casual and/or occasional assignments;
 - b) the establishment of a permanent supply pool where feasible;
 - c) the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
 - a) Educational Assistants/CYWs
 - b) ECEs/ DECEs
 - c) Office/Clerical
 - d) Custodians/Cleaners
 - e) Maintenance/ Construction Trades
 - f) Instructors
 - g) Professionals (including Speech Pathologists)
 - h) Information Technology Staff
 - i) Library Technicians
 - j) Central Administration
 - k) Media Specialists
6. Any and all existing local collective agreement job security provisions remain.
7. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
8. This Letter of Understanding expires on August 30, 2026.