

# **COLLECTIVE AGREEMENT**

**Between**

**The Toronto District  
School Board (TDSB)**

**And**

**The Elementary Teachers'  
Federation of Ontario (ETFO or ETT)**

**September 1, 2019 – August 31, 2022**

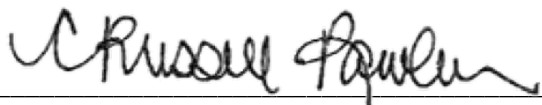
**IN WITNESS HEREOF** the Board has caused to be fixed hereto its seal attested to by the hands of its proper officers duly authorized in that behalf and the Union has by the hands of its duly authorized representatives executed this Agreement.

Dated at Toronto this 10th day of September, 2021.

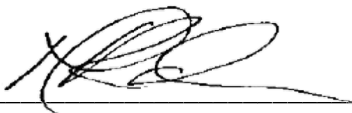
**Toronto District School Board**



**Chair**



**Director of Education and Secretary-Treasurer**



**Chief Negotiator**

**Elementary Teachers' Federation of Ontario**

**(representing Elementary Teachers employed by the Toronto District School Board).**



**President**



**Chief Negotiator**



**ETFO Staff**

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# **ETFO TEACHERS – PART A: CENTRAL TERMS**

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

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

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 central and local terms. For clarity there shall be one single collective agreement for Teachers and one single collective agreement for Occasional Teachers.

### **C1.2 Implementation**

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 the 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**

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

## **C2.00 DEFINITIONS**

**C2.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

**C2.2** The “Central Parties” shall be defined as the Employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the employee bargaining agent, the Elementary Teachers’ Federation of Ontario (ETFO) (each being a “Central Party”).

**C2.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.



**C2.4** “Employee” shall be defined as per the *Employment Standards Act*.

**C2.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

### **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**

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022 inclusive.

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

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**

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**

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, as amended, 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 *School Boards Collective Bargaining Act, 2014*, as amended 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*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
  - i. within 90 (ninety) 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 applies exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act, 2014*, as amended, central matters may also be grieved locally, in which case local grievance processes will apply.

### **C4.1 Definitions**

- a) 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.
- b) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- c) For the purpose of the Central Grievance Process only “days” shall mean school days.

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

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.

- c) The Central Parties shall each have the following rights:
  - i. To file a dispute as a grievance with the Committee.
  - ii. To engage in settlement discussions.
  - iii. To mutually settle a grievance in accordance with d)i. below.
  - iv. To withdraw a grievance.
  - v. To mutually agree to refer a grievance to the local grievance procedure.
  - vi. To mutually agree to voluntary mediation.
  - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
  - i. To give or withhold approval to any settlement by OPSBA.
  - ii. To participate in voluntary mediation.
  - iii. To intervene in any matter referred to arbitration.
- e) 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.
- f) 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.
- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

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

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.
- e) A grievance under this provision is not invalidated as a result of a technical deficiency under C4.3 a) b) c) or d), above.

**C4.4 Referral to the Committee**

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC 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.

- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) 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.
- e) All timelines may be extended by mutual consent of the Central Parties.

#### **C4.5 Mediation**

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b) 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.
- c) Timelines shall be suspended for the period of mediation.

#### **C4.6 Arbitration**

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator.
- c) 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.
- d) The Central Parties may refer multiple grievances to a single arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

### **C5.00 BENEFITS**

The Parties have agreed to include in a historical appendix LOA #6 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 ("ETFO ELHT"). The date on which 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 employees 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, and 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.
- e) Eligibility is limited to long-term occasional and permanent Teachers.

## **C5.3 Funding**

- a) All funding in c) and d) shall be subject to the following conditions:
  - i. No enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement that exceeds 1% of total benefits costs. For clarity, the total value of all Plan enhancements made up to August 31, 2022 shall not exceed 1% of the annual ETFO Teachers’ Benefits Plan costs for the year in which the enhancement is made. The ETFO ELHT trustees shall provide the sponsoring parties information that confirms the cost of the increases at the ELHT’s expense, should the parties request it.
  - ii. Should Plan enhancements of greater than 1% of total benefits costs be made, funding outlined in c) shall be reversed for that year beginning in the month that the Plan enhancement was made, and ETFO shall no longer be eligible for a payment under d) for the duration of the term of the collective agreement.

- iii. Should these Plan enhancements be reversed, funding shall be reinstated at the levels outlined in c) beginning in the month that the plan enhancement was reversed. However, the eligibility for a payment under
    - d) shall not be reinstated.
- b) Funding amounts for benefits maintenance or improvements:
  - i. September 1, 2019: 1%
  - ii. September 1, 2020: 1%
  - iii. September 1, 2021: 1%
- c) In addition to b) funding amounts for inflation:
  - i. September 1, 2019: 3%
  - ii. September 1, 2020: 3%
  - iii. September 1, 2021: 3%
- d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:
  - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.
  - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the ETFO Teachers' Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
    - 1) 3% of the Employer contributions for the ETFO Teachers' Benefits Plan for the 2021-22 school year;
    - or
    - 2) the difference between the reported net assets and the 15% threshold.
  - iii. The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup>.
- b) 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 Trust 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.

- c) 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.

#### **C5.5 Benefits Committee**

A benefits committee comprised of equal representation from ETFO, OPSBA, 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 shall remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for daily Occasional Teachers as term of the local collective agreement in effect as of August 31, 2014, the boards shall 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.

## **C5.9 Long Term Disability (Employee-Paid Plans)**

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

## **C6.00 SICK LEAVE**

### **C6.1 Sick Leave/Short Term Leave and Disability Plan**

#### **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 full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers 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 full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers 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. A Teacher is eligible for the full allocation of sick leave and STLDLP 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 STLDLP 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 a Teacher is accessing sick leave, STLDLP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDLP 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 Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where a Teacher is accessing STLDLP, 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 Teacher will continue to access any unused sick leave days or STLDLP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDLP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDLP 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 permanent Teacher 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 Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

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

- i. Teachers 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 Teachers 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 Teachers in a Long-Term Occasional Assignment**

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a Long-Term Occasional assignment:

- i. Teachers in a Long-Term Occasional 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. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional 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 Long Term Occasional assignment compared to one hundred and ninety- four (194) days in accordance with the allocation in (i) above.
- iii. Where the length of the Long-Term Occasional 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. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO 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 Teacher 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.

**C7.00 CENTRAL LABOUR RELATIONS COMMITTEE**

- C7.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C7.2** The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C7.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C7.4** The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

## **C8.00 MINISTRY/SCHOOL BOARD INITIATIVES**

ETFO will be an active participant in the consultation process at the Ministry Initiatives Committee. The Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training and resources.

Additionally, at the local level School Boards and locals shall meet regarding:

- The development, implementation and evaluation of new ministry/School Board initiatives;
- The timing of new ministry/School Board initiatives;
- The integration of possible new ministry/School Board initiatives; and
- Training and professional learning requirements.

## **C9.00 DIAGNOSTIC ASSESSMENT**

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.
- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher’s professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers’ professional judgement is further informed by using diagnostic assessment to identify a student’s needs and abilities and the student’s readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
  - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
  - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

## **C10.00 STATUTORY LEAVES OF ABSENCE/SEB**

### **C10.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c) A Teacher 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 a Teacher 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 Teacher must agree to provide payment for the Teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a Teacher must access Employment Insurance (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), 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.

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

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher 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 Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement EI benefits during the absence period as specified in this plan.

- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

## **C10.2 Pregnancy Leave**

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher 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, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers 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) Teachers 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) Teachers 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 Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers 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 Teacher 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 Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

**C11.00 CLASS SIZE/STAFFING LEVELS**

The board will make every effort to limit FDK/Grade 1 split grades where feasible.

## **APPENDIX A – RETIREMENT GRATUITIES**

### **A. Sick Leave Credit-Based Retirement Gratuities**

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher'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 Teacher on August 31, 2012; and
  - b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, 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 Teachers 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 boards, 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 Teacher have ten (10) years of service with the board:
  - i. Near North District School Board
  - ii. Avon Maitland District School Board
  - iii. Hamilton-Wentworth District School Board
  - iv. Limestone District School Board

### **B. Other Retirement Gratuities**

A Teacher 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 of Ontario  
(hereinafter called the 'ETFO')**

**AND**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**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 #2**

### **BETWEEN**

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

### **AND**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

### **AND**

**The Crown**

### **RE: Online Reporting Tool for Violent Incidents**

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than May 30, 2020 each School Board and ETFO local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #3 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the ETFO Central Labour Relations Committee (CLRC) by no later than June 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than September 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

## **LETTER OF AGREEMENT #3**

### **BETWEEN**

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

### **AND**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

### **AND**

**The Crown**

### **RE: Half Day of Violence Prevention Training**

Effective in the 2020-21 school year and each subsequent year of the collective agreement, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Crown**

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

The Parties confirm that there will continue to be seven (7) PA days in each school year during the term of this collective agreement.

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Crown**

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

School Boards will continue to ensure that Occasional Teachers have the ability to lock and unlock the classroom door.

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**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 until August 31, 2022. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

## **LETTER OF AGREEMENT #7**

### **BETWEEN**

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

### **AND**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

### **RE: Status Quo Central Items**

#### Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local Parties.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*, as amended.

#### Issues:

- Student Supervision
- Central Issues as they affect Occasional Teacher Workload
- Formula for Daily Rate
- Staffing Levels (except as otherwise noted in this agreement)
- Teaching Principals and Vice-Principals
- Return to the Teacher Bargaining Unit
- Preparation Time (excluding scheduling)

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Crown**

**Re: Class Size Data**

For the school years 2020-21 and 2021-22, the Ministry of Education will provide the Parties with the data related to class size for the October and March count dates, when it becomes available. School Boards shall provide to each local a copy of the class size data as submitted to the Ministry of Education as of the September count date in each school year.



**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Crown**

**Re: Support for Students Committee**

The Parties believe in addressing the needs of all learners and recognize that student needs vary on an individual basis. The Parties believe that a variety of placement and support options are necessary to meet the unique needs of individual learners.

Therefore, a provincial committee, with representatives comprised of:

- the Ministry of Education;
- OPSBA/School Boards; and
- ETFO

shall meet to identify and share best practices with respect to supporting students with special needs. This work will focus specifically on the integration process and instances where integration has been successful.

This committee shall meet within thirty (30) days from the date of ratification of the central agreement.

The work of the committee shall be completed by January 30, 2021 and the recommendations of best practices shall be shared with:

- Directors of Education;
- ETFO and ETFO locals; and
- the Minister of Education

**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

**AND**

**The Crown**

**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.

# **Historical Appendix of Central Terms – For Reference Only**

## **LETTER OF AGREEMENT #6**

### **BETWEEN**

**The Ontario Public School Board Association  
(hereinafter called ‘OPSBA’)**

### **AND**

**The Elementary Teachers’ Federation of  
Ontario (hereinafter called the ‘ETFO’)**

### **AND**

**The Crown**

### **RE: Benefits**

The Parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the Employer representatives, and the Crown, shall establish an ETFO Employee Life and Health Trust (ELHT), (hereinafter, the “Trust”), to provide benefits to Teachers and other education workers in the Province of Ontario in accordance with section

144.1 of the *Income Tax Act* (Canada) (“ITA”). School Board benefit plans, herein referred to as the ‘benefit plans’ can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the “ELHT Requirements”).

It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the “Participation Date”.

The Trustees, as defined in 2.1.0, shall cooperate with other Trusts and School Boards (hereinafter, the “Board”) to move all employee groups into the Trust(s) at the same time.

The Parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of agreement will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the Parties and will remain in effect until August 31, 2020.

## **1.0.0 PRINCIPLES**

- 1.1.0 The Trust will be governed by trustees appointed by the ETFO and trustees appointed by OPSBA and the Crown acting together;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust in accordance with s. 3.1.1 by entering into an agreement with the Trustees that requires the group to pay for all benefits and administrative costs related to the creation, establishment and operation of a benefits plan for that group. The Trustees, as defined in 2.1.0, will develop an affordable and sustainable benefits plan that is based on the funding available to the employee groups.

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

- 2.1.1** The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 Employer representatives. The Board of Trustees will include among its members two independent experts, one representing the Employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the Employer representatives will be responsible for the appointment and termination of the Employer Trustees. The independent experts shall be consulted during the development of the initial plan but shall have no vote on that plan.
- 2.1.2** The appointed independent experts will:
  - a) Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the School Boards and the Government;
  - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
  - c) Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3** All voting requires a simple majority to carry.
- 2.1.4** Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be

designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

### **3.0.0 ELIGIBILITY and COVERAGE**

- 3.1.0 The following ETFO represented employees are eligible to receive benefits through this Trust:
  - 3.1.1 The Trust will maintain eligibility for ETFO represented employees who are covered by the Local Collective Agreement (“ETFO represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other 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 or school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
  - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
  - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
  - 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.2.0 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.3.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.4.0 Each Board shall provide to the Trustees of the ETFO ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

## **4.0.0 FUNDING**

### **4.1.0 Negotiated Funding Amount, Board Contributions**

**4.1.1** Each Board shall pay an amount equal to 1/12<sup>th</sup> of the annual negotiated funding amount as described in 4.1.2 and 4.1.3 to the Trustees of the ETFO ELHT by the last day of each month from and after the Board's Participation Date.

**4.1.2** Upon the Board's participation date:

- i) The Board shall provide to the Trust an amount of \$5,100 per FTE. This funding excludes daily Occasional Teachers associated with 4.1.4  
i) and retiree costs associated with 3.1.2 and 3.1.3.
- ii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- iii) For purposes of ii), the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS).
- iv) Calculations in ii) will be subject to specified audit procedures that will be completed by the Board's external auditors by May 15, 2016.
- v) A cost per FTE reconciliation process will be completed for the year ended August 31, 2020. Based on this reconciliation process, the funding to the Trust for subsequent years shall be established based on the cost of the benefit plan in the 2019-20 school year up to a maximum of \$5,100 per FTE, subject to collective bargaining starting in 2020.

**4.1.3** On the participation date, the Board shall provide to the Trust an amount of \$5,100 per FTE. In 2015-16, for Federation owned plans, if in aggregate, the following three triggers are met:

- i) there is an in-year deficit,
- ii) that the deficit described in (i) is not related to plan design changes made in the previous three (3) years,
- iii) that the aggregate reserves and surpluses are less than 8.3% of total annual/costs premiums,

then the in-year deficit in i) would be paid by the Board associated with the deficit.

**4.1.4** Funding previously paid under 4.1.2 and 4.1.3 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference

will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- i. With respect to daily Occasional Teachers, where payment is provided in-lieu of benefits coverage this arrangement will remain the on-going obligation of the affected Boards. Where benefits coverage was previously provided by the Boards for daily Occasional Teachers this arrangement will remain the on-going obligation of the affected Boards. The affected Boards will find a similar plan for Occasional Teachers that is cost neutral to the Boards, recognizing inflationary cost as follows: plus 4% for 2015-16 and 4% for 2016-17.
- ii. All Long-Term Occasional employees will be eligible for benefits under the Trust. Where Boards provide payment in-lieu of benefits for Teachers in Long-Term Occasional assignments, the payment-in-lieu shall cease on the Board's participation date.

**4.1.5** The Trust shall determine employee co-pay, if any.

**4.1.6** The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current Employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

**4.1.7** Sixty days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.

**4.1.8** Should the Trust maintain an employee co-pay, the Board shall deduct premiums as and when required by the Trustees of the ETFO ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the ETFO ELHT with supporting documentation as required by the Trustees.

**4.1.9** Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.1.2 and 3.1.3. The amount in 2014- 15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

## **4.2.0 Start-up Costs**

**4.2.1** The Government of Ontario will provide:

- a) A one-time contribution to the Trust equal to 15% of annual benefit costs, as defined in 4.2.2 below, to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on or before September 1, 2016.
- b) A one-time contribution of a half month's premium cost (4.15% of

annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

**4.2.2** The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.

**4.2.3** The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s.4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1 (ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.

**4.2.4** On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Board(s)" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

**4.2.5** Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.

**4.2.6** All Boards reserves for Incurred but Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

**4.2.7** Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers' and employees' premium share.

**4.2.8** For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a) If available, the paid premiums or contributions or claims costs of each group; or
- b) Failing the availability of the aforementioned financial



information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

**4.2.9** Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

**4.2.10** In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the Parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

**4.2.11** The Trust shall retain rights to the data and the copy of the software systems.

## **5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY**

### **5.1.0 Shared Services**

**5.1.1** ETFO agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

**5.1.2** Shared administrative services will be provided by the OTIP for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.

**5.1.3** Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

### **5.2.0 Board of Trustees' Responsibilities**

**5.2.1** The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

- a) Validation of the sustainability of the respective Plan Design;
- b) Establishing member contribution or premium requirements, and member deductibles;
- c) Identifying efficiencies that can be achieved;
- d) Adopting an Investment Policy; and

e) Adopting a Funding Policy.

**5.2.2** Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b) Fund claims stabilization or other reserves;
- c) Improve plan design;
- d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e) Reduce member premium share.

**5.2.3** Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a) Use of existing claims stabilization funds;
- b) Increased member share premium;
- c) Change plan design;
- d) Cost containment tools;
- e) Reduced plan eligibility; and
- f) Cessation of benefits, other than life insurance benefits.

**5.2.4** The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.

**5.2.5** The Trust shall provide “trustee liability insurance” for all Trustees.

### **5.3.0 Accountability**

**5.3.1** Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for the Trust for a period of not less than 3 years into the future.

**5.3.2** If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

**5.3.3** Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

## **6.0.0 TRANSITION COMMITTEE**

- 6.1.0 A transition committee comprised of the employee representatives and the Employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

## **7.0.0 PAYMENTS**

- 7.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that funding the amount provided for the benefits of the Trust must be provided to the Trust in accordance with the Letter of Agreement.

## **8.0.0 ENROLMENT**

- 8.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Association to all new Teachers/members within a reasonable amount of time from their acceptance of employment.
- 8.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 8.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 8.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 8.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave.

## **9.0.0 ERRORS and OMISSIONS**

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board office during regular business hours upon 30 days written notice.

#### **10.0.0 CLAIMS SUPPORT**

10.1.0 Each Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

10.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

#### **11.0.0 PRIVACY**

11.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

## **APPENDIX A – HRIS File**

Each Board shall provide to the Trustees of the ETFO ELHT directly, or provide authorization through its Insurance Carrier of Record to gather and provide to the Trustees, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the ETFO ELHT and the Employer representatives:

- a) complete and accurate enrollment files for all members, member spouses and eligible dependents, including:
  - i. names
  - ii. benefit classes
  - iii. plan or billing division
  - iv. location
  - v. identifier
  - vi. date of hire
  - vii. date of birth
  - viii. gender
  - ix. default coverage (single/couple/family)
- b) estimated return to work dates
- c) benefit claims history as required by the Trustees
- d) list of approved pre-authorizations and pre-determinations
- e) list of approved claim exceptions
- f) list of large amount claims based on the information requirements of the Trust
- g) list of all individuals currently covered for life benefits under the waiver premium provision
- h) member life benefit coverage information

# ETFO TEACHERS – PART B: LOCAL TERMS

## L - PART A – GENERAL

### L - A.1.0. - PURPOSE OF THIS AGREEMENT

L - A.1.1. It is the intent of the parties to this Agreement to maintain mutually satisfactory relationships by setting forth certain terms and conditions of employment and to provide a procedure for the equitable settlement of grievances. The parties agree to act in good faith.

### L - A.2.0. - RECOGNITION

L – A.2.1. The Board recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as the "Union") mentioned in the description of the parties to this Agreement as the sole and exclusive Bargaining Agent authorized to negotiate and to participate in the administration of this Agreement on behalf of all teachers, other than occasional teachers, who are assigned to one or more elementary schools or who perform duties in respect of such schools all or most of the time.

(a) For the purposes of Recognition:

- (i) "teacher" bears the same meaning as the "Part X.1 teacher" as defined in the Education Act,
- (ii) "occasional teacher" bears the same meaning as that given to "occasional teacher" by the Education Act, and
- (iii) With respect to the bargaining unit placement for teachers assigned to junior high schools, the bargaining agents for both the elementary and secondary bargaining units have agreed that the Board shall continue past practice (in effect during the 1997-1998 school year) as set out in the prior elementary and secondary collective agreements.

L - A.2.2. The Board agrees that its rights and responsibilities shall be exercised in a manner that is reasonable and consistent with the Collective Agreement, relevant Board policies and procedures and prevailing statutes.

L - A.2.3. The Union will from time to time notify the Board in writing of the person(s) who is (are) duly authorized to act on behalf of the Union.

L - A.2.4. All official written communication between the parties arising out of this Agreement shall pass between the person designated by the Director and the designated officer of the Union.

L - A.2.5. Upon ratification of the 2019-2022 Collective Agreement and thereafter, the parties agree to ensure the Collective Agreement is gender non-specific.

### L - A.3.0. – DEFINITIONS

#### FAMILY

The parties agree to use the definition of family as defined in the *Employment Standards Act*, S.O. 2000, section 50.0.2(3) as follows

1. The employee's spouse.
2. A parent, step-parent or foster parent of the employee or the employee's spouse.
3. A child, step-child or foster child of the employee or the employee's spouse.
4. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
5. The spouse of a child of the employee.
6. The employee's brother or sister.
7. A relative of the employee who is dependent on the employee for care or assistance.

2018, c. 14, Sched. 1, s. 19.

L - A.3.1. The use throughout this Agreement of capital letters in words defined in A.3.0. shall be for the purpose only of indicating that the words are given a defined meaning.

- (a) "Agreement" means the collective agreement between the Board and the Bargaining Agent made pursuant to the Education Act.
- (b) "Bargaining Agent" means the Elementary Teachers' Federation of Ontario.
- (c) "Bargaining Unit" means the elementary teachers as described in A.2.1.
- (d) "Board" means the Toronto District School Board.
- (e) "Continuing Education Teacher" means a Teacher employed by the Board under the working conditions set out in Part F to teach a continuing education course or class established by the Board in accordance with the regulations for which membership in the Ontario College of Teachers is required.
- (f) "Director" means the Director of Education of the Board.
- (g) "Equivalent Teaching Experience" is the sum of the years or partial years of Teaching Experience and the years or partial years of Related Experience for which credit is given for salary purposes.
- (h) "E.T.T." means the Toronto Teachers' Local of the Elementary Teachers' Federation of Ontario.
- (i) "Grid Salary" means salary according to the salary grids in Part B of the Agreement.
- (j) "Occasional Teacher" bears the same meaning as that given to "occasional teacher" by the Education Act.
- (k) "Part-time Teacher" means a Teacher employed by the Board on a regular basis for other than full-time duty.
- (l) "Permanent Teacher" means a Teacher who has successfully completed the probationary requirements
- (m) "Position of Responsibility" means a position of responsibility within the Bargaining Unit
- (n) Chair

"Chair" An in school position of responsibility. There will be one Chair per 250 student

elementary FTE or part thereof. Schools under 250 students will have a Chair.

- (o) "Predecessor Board" means any one of the following:

The Board of Education for the Borough of East York  
The Board of Education for the City of Etobicoke  
The Board of Education for the City of North York  
The Board of Education for the City of Scarborough  
The Board of Education for the City of Toronto  
The Board of Education for the City of York  
Le Conseil des écoles françaises de la communauté urbaine de Toronto  
The Metropolitan Toronto School Board

- (p) A "Probationary Teacher" is a Teacher who has not completed one year of successful teaching with the Board including the Teacher Performance Appraisal requirements
- (q) "Related Experience" means experience in a trade, profession, or business for which credit may be given by the Board by advancing a Teacher on the salary grid depending on the length of the experience and the degree of its relevance to teaching but shall not include related experience required for entrance to a College or Faculty of Education. Nor shall it include work or teaching experience while on a leave of absence without pay.
- (r) "Union Steward" means the Workplace Steward
- (s) "Spouse" means spouse and same sex partner as defined in the Family Law Act.
- (t) "Board Surplus Teacher" means a Teacher whose employment is terminated pursuant to the provisions set out in Part E for reason of being surplus to the Board.
- (u) "Teacher" means a teacher as defined by the *School Boards Collective Bargaining Act, 2014*, who is employed by the Board to teach in the elementary panel but does not include a supervisory officer, a principal, a vice principal, an instructor in a teacher training institution, a Continuing Education Teacher or an Occasional Teacher.
- (v) "Teaching Experience" means the number of years or partial years of experience to the nearest tenth of a year at September 1 in any year, in teaching in Canada as a regular day school Teacher or as a long term occasional Teacher employed by a publicly funded board in accordance with the Education Act or such other experience in teaching that the Board in its discretion considers equivalent thereto but shall not include experience as a lecturer or tutor during the time the Teacher was an undergraduate student. Nor shall it include teaching experience while on a leave of absence without pay.

The calculation of Teaching Experience for a school year, unless otherwise provided in this Agreement, shall be as follows:

$$\frac{\text{Total Salary paid} \\ \text{to the Teacher in a school year}}{\text{Full-time Total Salary for that} \\ \text{Teacher in that school year}}$$

(rounded to the nearest first decimal place).

Notwithstanding the formula set out above, a Teacher hired on or before October 31 of any school year during the term of this Agreement shall be credited with an amount of



Teaching Experience equal to that which the Teacher would have received had the Teacher worked as a Teacher from September 1.

Credit for Teaching Experience given to Teachers who were employed by a Predecessor Board prior to September 1979, and who continue with the Board, shall not be reduced by reason of this provision.

- (i) "Teaching Experience" shall not include experience gained as a Continuing Education Teacher.
- (w) "Total Salary" means Grid Salary and all allowances, except expense allowances, for regular day school teaching.
- (x) "Union" means the Elementary Teachers' Federation of Ontario.
- (y) A "Central Assignment" includes but is not limited to centrally assigned special education teachers, coordinators, assistant coordinators, consultants, and instructional leaders. Teachers on a Central Assignment will return to their school of record at the end of the assigned term.
- (z) "School of Record" is the school to which a teacher is assigned as recorded on the seniority list.

#### **L - A.4.0. - APPLICATION OF THIS AGREEMENT**

L - A.4.1. The terms and conditions of employment in this Agreement except those set out in Part F shall apply to all Teachers.

- (a) The terms and conditions of employment in Part F of this Agreement shall apply to all Continuing Education Teachers including those in continuing education Positions of Responsibility.
- (b) The terms and conditions of employment in Part F do not apply to a Teacher employed to teach in the regular day school program but who is assigned duties in continuing education and has not accepted additional employment as a Continuing Education Teacher. Such Teachers are governed by the terms and conditions in this Agreement other than Part F.
- (c) The terms and conditions in Part F apply to a Teacher who has accepted additional employment as a Continuing Education Teacher with respect only to such additional employment.

L - A.4.2. Except where otherwise provided, the provisions of this Agreement supersede all previous agreements.

#### **L - A.5.0. - COPIES OF AGREEMENT AND SALARY STATEMENT**

L - A.5.1. The Board shall provide in September (or after September when a later date is agreed upon by the Board and the Union) to each Teacher a statement of the Teacher's computed salary.

L - A.5.2. The Board will make available electronically a copy of this Agreement. Both the Board and the ETFO/ETT will post the Collective Agreement on their respective websites.

The Board will provide two (2) copies of the printed Collective Agreement to each school, plus thirty (30) copies to the ETT office, at the expense of the Board, as soon as possible following the signing of the Collective Agreement.

## **L - A.6.0. - PROHIBITION AGAINST THE USE OF SANCTIONS**

- L - A.6.1. There shall be no strike or lockout during the term of this Agreement or any renewal of this Agreement. The terms "strike" and "lock-out" shall bear the same meaning given by the School Boards Collective Bargaining Act, S.O. 2014, c. 5, the Labour Relations Act, S.O. 1995, as amended and the Education Act R.S.O. 1990, as amended.

## **L - A.7.0. - GRIEVANCE-ARBITRATION PROCEDURE**

### **General Provisions**

- L - A.7.1. If a Teacher is unable to resolve by informal discussion with the principal or the appropriate supervisor, any question as to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Union may lodge a grievance on behalf of the Teacher as provided hereinafter.
- L - A.7.2. Within the terms of this Agreement, a grievance is any difference relating to the interpretation, application, administration or alleged violation of this Agreement including any questions as to whether a matter is arbitrable.
- L - A.7.3. Each party to a grievance may be assisted or represented by representatives from their respective organizations or by counsel throughout the grievance or arbitration procedure.
- L - A.7.4. If there are any grievances concerning similar matters, they may, upon mutual consent, be heard or considered together as one grievance.
- L - A.7.5. The time limits fixed for the grievance procedure under this Agreement may be extended or abridged only upon the written consent of the Board and Union, as applicable.
- L - A.7.6. One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Union.
- L - A.7.7. If a grievance is not initiated or is not processed to the next step within the time and manner prescribed in this Agreement, it shall be deemed to be abandoned. For the purpose of this grievance procedure the term "school days" as used herein shall mean a day that is within a school year and is not a school holiday.
- L - A.7.8. The terms of settlement of any grievance at any step shall be put in writing and signed by the parties to the grievance.
- L - A.7.9. No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under this Agreement.
- L - A.7.10. Grievances initiated and being processed under previous collective agreements between the parties shall be dealt with under the grievance and arbitration procedure set out in the agreement under which the grievance was initiated.

### **Initiating a Grievance**

- L - A.7.11. A grievance may be initiated by the Union on behalf of a Teacher by:
- a) committing the grievance to writing, and
  - b) having it delivered to the Board during normal business hours within the next 30 school days following the day the cause for the grievance became known to the Teacher or reasonably ought to have become known to the Teacher.

### **Step A**

- L - A.7.12. (a) The Director or designate shall meet with Union representatives and they shall endeavour to settle the grievance.
- (b) If the grievance is not settled within ten school days after the date that the grievance was initiated and the Union wishes to proceed to Step B, the Union on behalf of the Teacher may then proceed with the grievance to Step B.
- (c) The Union shall inform the Board in writing of the intention to proceed with the grievance to Step B

### **Step B**

- L - A.7.13. (a) The Union and the Board representatives shall meet to attempt to settle the grievance within 40 school days after the grievance was initiated.
- (b) If the grievance is not settled within 10 school days after the grievance was heard at Step B, which shall be within 50 days of initial filing of the grievance, the Union will notify the Board in writing of its intent to proceed to arbitration.
- L - A.7.14. The Board or the Union may initiate a policy or group grievance beginning at Step B of the grievance procedure. The Board or Union shall initiate such grievance by giving notice to the other party within 90 school days following the day that the cause for the grievance became known or reasonably ought to have become known to the grieving party.
- L - A.7.15. The time within which such grievance may be brought may extend up to 90 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have become known is within 90 school days preceding the end of the term of this Agreement.

### **Step C- Arbitration**

- L - A.7.16. (a) To proceed to arbitration, the Union shall within 60 school days after the date the grievance was initiated under Step A, give written notice to the Board of its intention to proceed to arbitration together with the name of its appointee to the arbitration board.
- (b) Within 10 school days from the date of the receipt of the notice from the Union the Board shall notify the Union of the name of its appointee to the arbitration board.
- (c) The two appointees shall, within 10 school days of the appointment of the second of them or within a time mutually agreed upon, appoint a third person who shall be the chairperson. If either party fails to name an appointee to the arbitration board, or if the appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party.
- (d) No person shall be appointed to the arbitration board who has been involved in an attempt to settle this grievance at an earlier step under A.7.0.
- (e) The Board and the Union may, by mutual consent, agree on the appointment of a single arbitrator, who shall have the same powers and be subject to the same limitations as an arbitration board. The expenses of the single arbitrator shall be shared equally by the Board and the Union.
- (f) The arbitration board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties to the grievance. The decision of a majority shall be the decision of the arbitration board, but if there is no majority, the decision of the chairperson shall govern.

- (g) If a grievance concerns the discipline of a Teacher, including disciplinary dismissal, the arbitration board may confirm the decision of the Board or reinstate the Teacher with or without full compensation or otherwise modify the penalty.
- (h) Each of the parties shall bear the expenses of its own appointee to the arbitration board and one half of the expenses of the chairperson of the arbitration board. The parties shall pay their own expenses of appearing at the hearings of the arbitration board.
- (i) The single arbitrator or the board of arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.
- (j) The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- (k) The arbitration board shall not make any decision which is inconsistent with any statute or any regulation made thereunder or the provisions of this Agreement, nor which serves to alter, modify or amend any part of this Agreement.
- (l) The arbitration board will attempt to render a decision where feasible within 30 calendar days of the completion of the hearing

#### **L - A.8.0. - INDIVIDUAL RIGHTS**

- L - A.8.1. Both the Board and the Union shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.
- L - A.8.2. The Board shall make reasonable efforts to ensure that every Teacher is free from harassment and discrimination in the workplace.
- L - A.8.3. No Teacher shall be disciplined without just cause, and such cause shall be provided to the Teacher in writing within 10 school days from the time the discipline is initiated.
  - (a) At a Teacher's written request to the Executive Superintendent of Employee Services or designate, a letter of discipline may be removed after 2 years.
- L - A.8.3.1 With the exception of PR 515, PR560 PO034; discipline will be sunsetted as follows:
  - a) a letter of discipline of five (5) days or less shall be deemed null and void after two (2) years of actively working, provided no additional disciplinary letters have been placed on the Employee's record.
  - b) a letter of discipline of six (6) days or more shall be deemed null and void after three (3) years of actively working, provided no additional disciplinary letters have been placed on the Employee's record.
- L - A.8.3.2 At a Teacher's written request to the Executive Superintendent of Employee Services or designate, a letter of discipline may be removed after two (2) years of actively working for matters relating to PR515, PR560, PO034.
- L - A.8.4. There shall be no discrimination against a Teacher because of a Teacher's participation in the lawful activities of the Union.

#### **L - A.8.5. - ALLEGATIONS**

The Board's Operational Procedure –PR.560 "Dealing with Abuse and Neglect of Students" requires not only an external investigation process but an internal investigation process that is carried out with due regard for those involved. The teacher will be advised of the nature of the allegation, to contact the union (ETT), and the contact information for the Employee Assistance Program.

The Board will notify the union once the internal investigation commences. The internal investigation will be conducted as soon as possible and with respect for integrity of the process.

- L.A.8.5.1 For allegations not related to those set out in L.A.8.5 above, the teacher will be provided with as much information, if available in a timely manner, in relation to the allegation. The teacher will be advised to contact the union (ETT), and be provided with the contact information for the Employee Assistance Program.

#### **L - A.9.0. - AMENDMENTS**

- L - A.9.1. Any amendments to, addition to, deletion from, or deviation from the Local terms of this Agreement shall be made in writing upon mutual consent of the parties and any such amendment, addition, deletion or deviation shall have effect from such date as shall be mutually agreed upon.
- L - A.9.2. A party desiring to amend under A. 9.1. shall give written notice to this effect. The parties shall meet within 30 days to determine if the other party will agree to negotiate the proposed amendment.

## L - PART B - SALARY

### L - B.1.0. - SALARY GRIDS

- L - B.1.1. All Teachers, other than coordinators and assistant coordinators, shall be paid in accordance with their placement on the grids (shown on the following pages) as determined by B.2.0. and B.3.0.
- L - B.1.2. Should a Teacher's Total Salary payable before promotion exceed the Teacher's Total Salary payable at Step 0 after promotion, then the Teacher shall be placed at the next step, on the appropriate grid, up to the maximum, which will if possible result in the Total Salary payable after promotion exceeding the Total Salary payable before promotion. For salary purposes the Teacher shall be deemed to have experience equivalent to such salary step and advance each year thereafter.
- L - B.1.3. Notwithstanding B.1.2., the Total Salary of a Teacher shall not be reduced by a promotion to a Position of Responsibility. The effective date of the promotion shall be used in the comparison of the two salaries.

### L - B.2.0. - PLACEMENT ON THE SALARY GRID

- L - B.2.1. All Teachers except those placed in Category A in accordance with the Pay Equity Plan and except coordinators and assistant coordinators shall be placed on the salary grid according to the category as determined in B.3.4. and Equivalent Teaching Experience.
- L - B.2.2. Teacher Salary Grids

Effective September 1, 2019					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	45,109	48,763	51,029	55,193	59,106
1	47,486	51,339	53,736	58,902	62,312
2	50,253	54,325	56,857	62,821	66,127
3	53,012	57,309	59,985	66,732	69,954
4	56,157	60,709	63,508	70,861	74,394
5	59,298	64,103	67,062	74,979	78,835
6	61,428	67,499	70,595	79,104	83,268
7	64,523	70,908	74,119	83,227	87,719
8	67,615	74,307	77,657	87,347	92,151
9	70,710	77,699	81,191	91,474	96,593
10	73,802	81,098	84,718	95,601	101,034
11X	75,829				
11Y	77,047				
11Z	81,098				

Effective September 1, 2020					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	45,560	49,251	51,539	55,745	59,697
1	47,961	51,852	54,273	59,491	62,935
2	50,756	54,868	57,426	63,449	66,788
3	53,542	57,882	60,585	67,399	70,654
4	56,719	61,316	64,143	71,570	75,138
5	59,891	64,744	67,733	75,729	79,623
6	62,042	68,174	71,301	79,895	84,101
7	65,168	71,617	74,860	84,059	88,596
8	68,291	75,050	78,434	88,220	93,073
9	71,417	78,476	82,003	92,389	97,559
10	74,540	81,909	85,565	96,557	102,044
11X	76,587				
11Y	77,817				
11Z	81,909				

Effective September 1, 2021					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	46,016	49,744	52,054	56,302	60,294
1	48,441	52,371	54,816	60,086	63,564
2	51,264	55,417	58,000	64,083	67,456
3	54,077	58,461	61,191	68,073	71,361
4	57,286	61,929	64,784	72,286	75,889
5	60,490	65,391	68,410	76,486	80,419
6	62,662	68,856	72,014	80,694	84,942
7	65,820	72,333	75,609	84,900	89,482
8	68,974	75,801	79,218	89,102	94,004
9	72,131	79,261	82,823	93,313	98,535
10	75,285	82,728	86,421	97,523	103,064
11X	77,353				
11Y	78,595				
11Z	82,728				

**Note:** The above salaries include the negotiated general wage increases as follows:

Effective Date	% increase
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

L - B.2.3. The determination of Total Salary for a Teacher returning from leave shall be made in accordance with the rights and subject to the conditions with respect to Total Salary which were given or imposed as terms under which the leave was granted.

L - B.2.4. A Teacher's advancement on the salary grid for the following school year for increased Teaching Experience may be withheld only for just cause and upon written notice to the Teacher prior to April 30 in the preceding school year, stating the reasons why advancement is to be withheld.

### **L - B.3.0. - CATEGORY PLACEMENT**

L - B.3.1. A Teacher shall submit all necessary written proof of the change in qualifications to the Executive Superintendent of Employee Services or designate.

(a) It shall be the responsibility of the Teacher to apply for any necessary written proof of a change in qualifications.

(b) The Board shall acknowledge receipt of documents submitted by the Teacher and shall advise the Teacher of the ultimate disposition of the request for change in category placement.

L - B.3.2. A Teacher's Grid Salary shall be determined for a school year on the Teacher's qualifications as at September 1 of that year provided that if the Teacher furnishes proof by December 15 of a change in qualifications effective the preceding September 1, category placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to September 1. If the Teacher furnishes proof by June 1 of a change in qualifications effective the preceding January 1, category placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change

retroactive to January 1.

- L - B.3.3. If, prior to the dates by which proof of changed qualifications must be submitted under B.3.2. the Teacher gives written notice to the Executive Superintendent of Employee Services or designate of an intent to furnish proof of changed qualifications as soon as it is available, such proof may be accepted at the discretion of the Executive Superintendent of Employee Services or designate.
- L - B.3.4. In determining a Teacher's category for placement on the Salary Grid, the Board will be guided by the definitions set out in QECO #5 (in effect at September 1, 2004), whether or not a Teacher is eligible to receive an evaluation from QECO. Notwithstanding the use of QECO #5, no Teacher employed by a Predecessor Board on August 31, 1989 shall be paid on the basis of a lower category under QECO #5 than the category on which that Teacher's salary was based at that date, while the Teacher continues to be employed as a Teacher by the Board. No qualification may receive duplicate recognition.
- L - B.3.5. A Teacher's salary step in a category shall be determined by the Equivalent Teaching Experience credited to the Teacher.
- L - B.3.6. Notwithstanding any other provision in this Agreement, a Teacher who was employed by the Board or by a Predecessor Board who continues to be employed by the Board who was advanced on the salary scale by reason of credit for early advancement under a previous agreement shall not lose the continued benefit of such early advancement under this Agreement.
- L - B.3.7. Effective September 1, 1991 a Teacher who becomes a Teacher with the Board during the same school year in which the Teacher taught as a long term Occasional Teacher immediately prior to becoming a Teacher shall be given credit for Teaching Experience from the initial day of the long term occasional assignment.
- L - B.3.8. Notwithstanding any other provisions in this Agreement, for Teachers employed by a Predecessor Board during the 1970-71 school year who continue to be employed as Teachers by the Board, Related Experience for which a Teacher has been given credit by advancement on the salary grid shall be deemed to be equivalent to Teaching Experience for salary purposes.

## **L - B.4.0. - SALARY GRIDS**

### **POSITIONS OF RESPONSIBILITY**

- L - B.4.1. Coordinators and assistant coordinators shall be paid in accordance with their placement on the following grids

Effective September 1, 2019				
	12 Month		10 Month	
Step	Co-ordinator	Asst Co-ordinator	Co-ordinator	Asst Co-ordinator
0	120,625	112,529	109,236	104,310
1	123,903	115,804	112,528	107,58
2	127,189	119,085	115,804	110,878
3	130,466	122,366	119,085	114,162

Effective September 1, 2020				
	12 Month		10 Month	
Step	Co-ordinator	Asst Co-ordinator	Co-ordinator	Asst Co-ordinator
0	121,831	113,654	110,328	105,353
1	125,142	116,962	113,653	108,660
2	128,461	120,276	116,962	111,987
3	131,771	123,590	120,276	115,304



Effective September 1, 2021				
	12 Month		10 Month	
Step	Co-ordinator	Asst Co-ordinator	Co-ordinator	Asst Co-ordinator
0	123,049	114,791	111,431	106,407
1	126,393	118,132	114,790	109,747
2	129,746	121,479	118,132	113,107
3	133,089	124,826	121,479	116,457

**Note:** The above salaries include the negotiated general wage increases as follows:

Effective Date	% increase
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

## **L - B.5.0. - ALLOWANCES FOR POSITIONS OF RESPONSIBILITY**

- L - B.5.1. The allowance to be paid to a consultant or an instructional leader shall be per year as listed in Appendix B-1.
- L - B.5.2. The allowance to be paid to a Chair shall be per year as listed in Appendix B-1.
- L - B.5.3. Other allowances for responsibility to be paid to Teachers appointed to positions of responsibility other than those set out in this Part shall be paid as set out in Appendix B-1.

## **L - B.6.0. - ALLOWANCE FOR POST-GRADUATE DEGREES**

- L - B.6.1. Post-graduate degree allowances will continue to be grand-parented.

## **L - B.7.0. - SPECIAL EDUCATION ALLOWANCES**

- L - B.7.1. A Teacher who is teaching special education and who has a specialist certificate in special education obtained from the Ministry of Education for Ontario shall receive the Special Education Allowance, provided that the Teacher has not used any course or part of a course undertaken as a part of the specialist qualification to effect a category change.
- L - B.7.2. A Special Education Allowance shall be payable pursuant to B.7.1. The amount of this allowance shall be per year as listed in Appendix B-1.
- L - B.7.3. Notwithstanding B.7.1. and in recognition of certain exceptions established in previous collective agreements, a Teacher who was in receipt of a Special Education Allowance during the 1983-84 school year by virtue of a previous collective agreement shall continue to receive that allowance unless the Teacher should cease to teach special education or has resubmitted qualifications in order to improve the Teacher's category or to qualify for other allowances.

## **L - B.8.0. - OTHER ALLOWANCES**

- L - B.8.1. The Board shall complete T2200 forms for a Teacher who is in receipt of a travel and/or expense allowance paid by the Board.
- L - B.8.2. A Teacher shall be reimbursed for school related expenses on presentation of suitable proof of expenditure for which prior authorization had been obtained.
- L - B.8.3. Any other allowances shall be paid only in accordance with Board policy.

L - B.8.4. A Teacher who is placed by the Board in two or more schools shall receive a travel allowance.

Note: This does not include teachers who apply to be in two or more schools.

#### **L - B.9.0. - HOLIDAY AND VACATION FOR 12 MONTH COORDINATORS/ASSISTANT COORDINATORS**

L - B.9.1. Effective September 1, 2000, 12 month coordinators shall be entitled to a total of 30 working days of vacation during their twelve month working year. Vacation days shall be scheduled in consultation with the appropriate Superintendent or designate.

#### **L - B.10.0. - CALCULATION OF A DAY'S SALARY**

L - B.10.1. For purposes of calculating a day's salary under this Agreement, the amount shall be equal to:

$$\begin{array}{rcl} 1 & & \text{Teacher's} \\ \hline & \text{X} & \text{total salary} \\ \text{number of} & & \text{in that} \\ \text{days} & & \text{school year} \\ \text{worked in} & & \\ \text{the school} & & \\ \text{year} & & \end{array}$$

#### **L - B.11.0. - METHOD OF PAYMENT**

L - B.11.1. The method of payment shall be determined by the Board in consultation with the Bargaining Unit. The Bargaining Unit will be notified three (3) months prior to the implementation of the planned change.

#### **L - B.12.0. - RECOVERY OF OVERPAYMENT/UNDERPAYMENT**

L - B.12.1. Underpayment:

In the case of underpayment, the following shall apply:

1. If a Teacher believes that an underpayment has occurred, the Teacher should contact the appropriate payroll and/or staffing officer.
2. Any corroborated underpayment should be corrected within one to three pay periods.
3. In the event that a Teacher is not being paid at all (basic salary), the Payroll Department will issue a cheque as an advancement on salary

L – B.12.2 Overpayment:

In the case of overpayment, the following shall apply:

1. If a substantiated overpayment has occurred, the payroll department will communicate with the teacher to obtain agreement to recover the overpayment as prescribed below:

Overpayment Amount	Recovery Period
\$1,000 or less	3 pay periods
\$1,001 - \$5,000	10 pay periods
\$5,001-\$10,000	16 pay periods
\$10,000 and greater	26 pay periods

### **L - B.13.0. - UNION DEDUCTIONS**

L - B.13.1. The Board shall deduct from each Teacher's pay and from each Continuing Education Teacher's pay the regular union dues pursuant to the *Labour Relations Act*.

L - B.13.2. The amount of union dues shall be remitted monthly to the General Secretary at E.T.F.O. 136 Isabella Street, Toronto, ON, M4Y 0B5. The payment shall be accompanied by a dues submission list. The list shall include the following information for each Teacher that had dues deducted during the period: name, address, board email, Ministry Identification Number (MIDENT), FTE status, salary, dues deducted, member status (active/terminate/retired), member leave status (deferred/paid/pregnancy/parental/unpaid/WSIB), Ontario College of Teachers #.

(clarity note: if an employee does not have a deduction, they will not be represented in the report).

L - B.13.3. Upon request, and upon submission of proof to the Board that the E.T.T. is authorized by its constitution to collect a local levy from its members, the Board will deduct from the pay of each Teacher a levy, the amount of which shall be determined by the E.T.T. The Board shall remit all monies so deducted to the E.T.T. by the 20th of the month following the month in which the deductions were made. The Board shall deduct for active Teachers with earnings in the pay periods where the levy applies. The Board will not be responsible for any arrears.

L - B.13.4. The Union shall indemnify and shall save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

**ALLOWANCES FOR POSITIONS OF RESPONSIBILITY  
(PURSUANT TO B.5.2. AND B.7.0.)**

**1. Program Coordinators - Special Education**

(a) The amount of this allowance shall be per year:

<b>Program Coordinators - Special Education</b>	
<b>Effective Date</b>	<b>Amount</b>
September 1, 2019	2121.00
September 1, 2020	2142.21
September 1, 2021	2163.63

(b) The title "Program Coordinator - Special Education" shall include the following:

\*Program Coordinator

- SP (Speech)

\*Program Coordinator

- SP (Hearing)

- Itinerant

\*Program Coordinator

- SP (Hospital and Institutional)

- Hospital for Sick Children

\*Appointments made on an annual basis, subject to reappointment each school year.

**2. Consultant or Instructional Leader or Program Leader (B.5.1.)**

The amount of this allowance shall be per year:

<b>Consultant or Instructional Leader or Program Leader</b>	
<b>Effective Date</b>	<b>Amount</b>
September 1, 2019	6,040
September 1, 2020	6,100
September 1, 2021	6,161

### 3. **Chair (B.5.2.)**

The amount of this allowance shall be per year:

<b>Chair</b>	
<b>Effective Date</b>	<b>Amount</b>
September 1, 2019	2,502 Plus two Occasional Teacher Days
September 1, 2020	2,527 Plus two Occasional Teacher Days
September 1, 2021	2,552 Plus two Occasional Teacher Days

### 4. **Special Education (B.7.2.)**

The amount of this allowance shall be per year:

<b>Special Education</b>	
<b>Effective Date</b>	<b>Amount</b>
September 1, 2019	1699.83
September 1, 2020	1716.83
September 1, 2021	1734.00

### 5. **New Positions**

The Board may establish new positions for Teachers, other than those specified in this Agreement; determine the terms and conditions of employment for such positions subject to the terms and conditions of this Agreement; and establish the appropriate Total Salary for any such position, provided this is comparable with the Total Salary for similar positions specified under this Agreement.

## L - PART C - EMPLOYEE BENEFITS

### L - C.1.0. - MISCELLANEOUS LEAVES

L - C.1.1. Application for miscellaneous leave shall be made to the Executive Superintendent of Employee Services or designate. The Teacher shall notify the principal of the application at the time it is made and whenever possible shall make the application at least five school days prior to the day for which the leave is requested.

L - C.1.2. Miscellaneous leaves without loss of salary.

(a) Miscellaneous leave up to a maximum of five days in any one year may be granted by the Executive Superintendent of Employee Services or designate to a Teacher without loss of salary for the purpose of:

- (i) attending summer courses leading to a bona fide degree or teaching certificate that commence prior to the end of the school year,
- (ii) attending the graduation of a Spouse, child, parent, or grandchild, from a recognized post-secondary institution
- (iii) attending a festival of the arts in which the Teacher is a participant,
- (iv) attending trustee or other relevant conventions when the Teacher is a school trustee in another municipality or is a member of a municipal council or local board thereof,
- (v) participating in or coaching at tournaments or athletic events related to international events, or finals of provincial or national competition approved by the Board,
- (vi) moving to a new place of residence on the day of the move or, for the purpose of moving, another day acceptable to the Executive Superintendent of Employee Services or designate, limited to once during the school year,
- (vii) caring for a member of the Teacher's immediate family (see to L.A.3.0 for definition of family) in a case of serious illness when the Teacher has been unable to obtain other proper care for such member,
- (viii) attending the funeral of a close relative or friend,
- (ix) attending as President or senior executive officer at an approved convention, meeting or other function of a federation, a lodge, service club, church council, alumni association or recognized community organization,
- (x) observing religious holy days,
- (xi) when adoption leave is not taken and circumstances require the Teacher to be present during the adoption procedure,
- (xii) under special circumstances for reasons approved by the Executive Superintendent of Employee Services or designate.

(b) Two of the days under C.1.2. (a) above may be granted for reasons other than those listed in C.1.2.(a)(i) to (xii) on the agreement of the Teacher and the principal.

(c) Two (2) of the days may be used for personal reasons which may not be a holiday.

L - C.1.3. Additional miscellaneous leaves without loss of salary or deduction from Miscellaneous leave credits:

(a) Miscellaneous leave, other than that limited to five days in C.1.2.(a), may be granted by the Director without loss of salary for the purpose of:

- (i) writing university or similar examinations,
- (ii) attending the Teacher's own graduation,
- (iii) participating in programs for ex-change teachers,
- (iv) participating on approved curriculum committees or attending approved workshops and/or conferences,
- (v) attending court, either as a person charged or as a party in any action in which the Teacher's presence is required, or
- (vi) one of the days under C.1.3. (a) shall be granted for one day on the day of the birth for attending the birth of a child for whom the Teacher has a parenting responsibility.

(vii) under special circumstances for reasons approved by the Director.

(b) Leave shall be granted by the Director or designate, without loss of salary for up to three days compassionate leave at the time of the death of a member of the Teacher's family as defined in the *Employment Standards Act, S.O 2000, section 50.0.2 (3)* for the following:

1. The employee's spouse.
2. A parent, step-parent or foster parent of the employee or the employee's spouse.
3. A child, step-child or foster child of the employee or the employee's spouse.
4. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
5. The spouse of a child of the employee.
6. The employee's brother or sister.
7. A relative of the employee who is dependent on the employee for care or assistance. 2018, c. 14, Sched. 1, s. 19.

Additional days may be granted by the Director or designate, when required for travelling time or other special circumstances.

L - C.1.4. A Teacher's salary shall be paid when the Teacher is absent from duty for any of the following reasons:

(a) quarantine or other order of medical health authorities,

- (b) jury duty or duty as a witness in any court to which the Teacher had been summoned in any proceedings to which the Teacher is not a party or one of the persons charged provided that the Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or witness, or
- (c) attending the hearing of an arbitration of a grievance pursuant to an Agreement to which the Teacher is a party, when the Teacher's presence is required by the arbitration board.

## **L - C.2.0. - PREGNANCY, PARENTAL, ADOPTION AND EXTENDED PARENTAL LEAVES**

### **General Provisions**

- L - C.2.1 The Board will grant Pregnancy Leaves and Parental Leaves in accordance with the requirements of the Employment Standards Act.
- L - C.2.2. Prior to submitting an application for Pregnancy or Parental Leave under C.2.0. the Teacher will inform the Teacher's principal of the dates on which these leaves are to begin and end. Dates for Extended Parental Leave must conform with C.2.11., C.2.13. and C.2.14.
- L - C.2.3. A Teacher on Pregnancy Leave and/or Parental Leave shall continue to participate in the insured employee benefit plans unless the Teacher elects in writing not to do so; and,
  - (a) where the Teacher continues to participate in these plans, the Board shall continue to pay the Board's share of the premium during the leave(s).
- L - C.2.4. A Teacher on Extended Parental Leave may continue the Teacher's insured employee benefit plans in accordance with C.7.2. and the Teacher shall pay the Board's share and the Teacher's share of the premium during the leave.
- L - C.2.5. A Teacher, upon return from leave under C.2.0., shall be granted credit for Teaching Experience for that period.
- L - C.2.6. A Teacher returning from a Pregnancy Leave and/or Parental Leave will be reassigned, where possible, to the school or department from which the Teacher went on Pregnancy Leave and/or Parental Leave, but the Teacher's final placement shall be subject to the surplus procedures.

### **Pregnancy Leave**

- L - C.2.7. Notwithstanding the employment eligibility requirement respecting pregnancy leave set out in the Employment Standards Act, the Board may grant a Pregnancy Leave, as otherwise set out in that Act, to a Teacher who is pregnant.
- L - C.2.8. A Teacher shall not work and the Board shall not cause or permit the Teacher to work until at least six weeks after the date of delivery or such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.

### **Parental Leave**

- L - C.2.9. Notwithstanding the employment eligibility requirement set in the Employment Standards Act, the Board may grant Parental Leave, as otherwise set out in that Act, to a Teacher who satisfies the definition of being a parent as set out in that Act.

### **Extended Parental Leave**

- L - C.2.10. A Teacher eligible for Parental Leave under C.2.0. may apply for Extended Parental Leave.



L - C.2.11. An Extended Parental Leave shall end:

- (a) on December 31,
- (b) the final day of the March Break,
- (c) after the last school day in June but before the first school day in September, or
- (d) an alternate date approved by the Executive Superintendent of Employee Services or designate for the Teacher or
- e) at the conclusion of a reporting/interview period.

L - C.2.12. Application for Extended Parental Leave must be made at the same time as a Teacher applies for Parental Leave or not later than 30 days before the Extended Parental Leave is to begin.

L - C.2.13. If a Teacher is eligible for Parental Leave but does not plan to take a Parental Leave for reasons of being on leave, application for Extended Parental Leave must be made at least 30 days prior to the date that the Extended Parental Leave is to begin. Such Extended Parental Leave shall begin only on the first school day following the period of leave.

L - C.2.14. Except as set out under C.2.13., the Extended Parental Leave of a Teacher shall begin immediately following the end of that Teacher's Parental Leave.

L - C.2.15. Subject to C.2.11. (d), the sum of a Pregnancy Leave, a Parental Leave and an Extended Parental Leave shall not exceed thirty (30) calendar months for a pregnancy.

**Supplemental Employment Benefits (SEB) Plan – Parental Leave – SEE Part A, Section C.11.2 for SEB Plan – Pregnancy**

L - C.2.16. The Supplemental Employment Benefits Plan – Parental Leave hereinafter referred to as the SEB Plan – Parental Leave means the Plan set out in Appendix C-2 for Parental Leave

L - C.2.17. A Teacher who has been granted:

- (a) Parental Leave as a biological father or adoptive parent and who is eligible and in receipt of Employment Insurance Parental Benefits, and who complies with the requirements of the SEB Plan shall be compensated in accordance with the SEB Plan for the one week waiting period as outlined in the *Employment Standards Act*.

L - C.2.18. Except for 12 Month Coordinators/ Assistant Coordinators, no supplemental benefit otherwise payable in accordance with the SEB Plan shall be paid for any week which falls after the last school day in June and before the first school day in September.

**L - C.3.0. - SPECIAL TRAINING ASSIGNMENTS**

L - C.3.1. Subject to mutually acceptable contractual arrangements, the Board may send Teachers on assignments as the needs of the Board dictate.

L - C.3.2. The criteria for selection shall be at the discretion of the Board.

L - C.3.3. A Teacher who accepts a special training assignment shall, before going to that assignment, execute an agreement with the Board to remain in the employ of the Board for such periods as stipulated below:

- (a) for special training assignments of one to three months the Teacher shall contract to remain with the Board for two years full time (or equivalent if the Teacher so requests and the Board is able to accommodate such a request) following the Teacher's return;
- (b) for special training assignments of four to six months the Teacher shall contract to remain in the employ of the Board for three years full time (or equivalent if the Teacher so requests and the Board is able to accommodate such a request) following the Teacher's return; and
- (c) for special training assignments greater than six months the Teacher shall contract to remain in the employ of the Board for four years (or equivalent if the Teacher so requests and the Board is able to accommodate such a request) following the Teacher's return.

#### **L - C.4.0. - LEAVES OF ABSENCE - SELF FUNDED LEAVES PLAN**

- L - C.4.1. Permanent Teachers may apply prior to May 1 for a paid leave of absence under the following conditions:
  - (a) Any teacher having at least three (3) years seniority with the Board shall be eligible to participate in the Plan in accordance with the conditions of this Article;
  - (b) deductions for the Teachers' Pension Plan pension, income tax or other required deductions shall be on the basis of the actual salary paid;
  - (c) the period for such leaves of absence with pay granted to a Teacher shall be credited to Teaching Experience;
  - (d) the Teacher granted such a leave of absence with pay shall receive all employee benefits for which the Teacher is eligible; and
  - (e) a Teacher on such leave of absence with pay shall be responsible for making arrangements for any further payments to the Teachers' Pension Plan.
- L - C.4.2. The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:
  - (a) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave;
  - (b) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave;
  - (c) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.
- L - C.4.3. The Teacher shall agree, by contract, to remain a Teacher in the employ of the Board for a minimum of one year following the leave year.
- L - C.4.4. Notwithstanding L.C.4.2 in special circumstances the Director may approve a leave under L.C.4.0 which provides for the leave of absence to be taken in a year other than the year indicated in the contract.
- L - C.4.5. Prior to the leave occurring but not after January 1 of the year in which the leave is to commence, the contract may be terminated at the request of the Teacher on the terms of restitution specified in the contract signed by the parties. Such leave may only be delayed by the Board by giving notice prior to January 1 of the year in which the leave is to

commence if the Teacher is indispensable to the program needs of the school in the next school year.

- L - C.4.6 The Teacher shall agree to repay to the Board any overpayment which has occurred because the Teacher's employment with the Board has ceased after the leave prior to the expiry date of the contract.

#### **L - C.5.0. - LEAVES OF ABSENCE WITHOUT PAY**

- L - C.5.1. A leave of absence without pay for a period of one year or less may be granted by the Board to a Teacher on the recommendation of the Executive Superintendent of Employee Services or designate.
- L - C.5.2. A Teacher shall apply in writing to the Executive Superintendent of Employee Services or designate for a year's leave of absence without pay giving reasons regarding the purpose of the proposed leave, and shall apply not later than October 15 for leave beginning January 1 and not later than April 1 for leave beginning September 1, unless other mutually acceptable dates are arranged.
- L - C.5.3. A Teacher on a leave of absence without pay shall notify the Board in writing by personal delivery, or by registered mail, by April 1 that the Teacher intends to return to work at the conclusion of the leave the following September; and by November 15 that the Teacher intends to return to work at the conclusion of the leave the following January. If such notice has been given, the Teacher shall be eligible to apply for a posted position.
- L - C.5.4. A Teacher on leave of absence without pay shall, upon request, be provided with such information as will enable the Teacher to pay full premiums for employee benefits outlined in C.11.0. so as to ensure un-interrupted employee benefits for the period of the leave.
- L - C.5.5. In leaves such as those for C.U.S.O. or C.I.D.A., the Board may grant leave for a period longer than one year.
- L - C.5.6. The Board may on written request by a Permanent Teacher, grant a leave of absence without pay to the Teacher for the purposes of campaigning for or serving as a member of Legislative Assembly of Ontario, the House of Commons or the local council of a municipality.
- L - C.5.7. Notwithstanding C.7.0, for the sole purpose of calculating seniority, a Teacher who has been granted a Leave of Absence Without Pay shall have the duration of such leave, up to and including August 31, counted for seniority purposes.

#### **L - C.6.0. - LEAVES OF ABSENCE FOR FEDERATION BUSINESS**

- L - C.6.1. The minimum period of leave under C.6.2 and/or C.6.3. shall be one school year or the period September 1 through December 31 and, whenever possible, the E.T.T. shall notify the Board of the names of the Teachers to receive such leave by May 31 preceding the school year in which the leave is to be taken.
- L - C.6.2. Such leaves will be leaves with full salary and employee benefits. The Teacher shall not during the leave lose accumulated credits for teaching experience.
- L - C.6.3. For the President, Vice-President, Secretary/Treasurer, and five (5) other executive members, the bargaining unit shall reimburse the Board for the employment costs of each leave granted under C.6.2. at Category A3, Step 0 of the Salary Scale in clause B.2.2.
- L - C.6.4. For additional leaves for all other officers of the bargaining unit, the bargaining unit will

reimburse the Board for the full employment cost for each leave granted under C.6.1.

- L - C.6.5. Members of the E.T.T. who are members of committees established under this Agreement or such other committees as established by the Board shall be excused from teaching duties when meetings of these committees are convened during school hours.
- L - C.6.6. At the request of the Union the Board may excuse additional members of the Union for Union business provided that this does not interfere with the reasonable requirements of the school program, that occasional teachers are available for replacement and that the Union reimburses the Board with respect to the actual costs incurred in replacing any Teacher excused for these purposes.

#### **L - C.7.0. - LEAVES GENERAL**

- L - C.7.1. A Teacher granted leave under C.3.0., C.4.0. or C.6.0. shall be entitled to full credit for Teaching Experience for salary and seniority purposes for the duration of the leave and, upon return, shall be reinstated in a position which is at least equivalent to that held at the commencement of the leave.
- L - C.7.2. Prior to going on leave a Teacher is responsible for:
  - (a) securing information respecting credit for experience toward the Teachers' Pension Plan and regarding Teachers' Pension Plan payments when on leave; and
  - (b) making arrangements with the Board to continue any payments that may be continued through the Board when absent on leave for any reason, such arrangements shall not include payment to the Board of any Ontario College of Teachers' fee that, but for the leave, would be collected by the Board under D.14.2.; and
  - (c) Board, upon the Teacher's request, shall provide written confirmation of the arrangements made under (b).
- L - C.7.3. (a) During a leave, a Teacher shall remain assigned to the school from which the Teacher went on leave;
  - (a) Notwithstanding C.7.3.(a), a Teacher on leave shall be subject to the staffing and surplus procedures of the Board.

#### **L- C.8.0. - SICK LEAVE**

##### **(See Part A – Central Terms C.7.00 Sick Leave)**

- L - C.8.1. The Director shall in accordance with the terms of this Agreement have power to do and perform all things necessary for the administration of Sick Leave/ Short Term Leave and Disability Plan under this Agreement hereinafter referred to as the Plan.
- L - C.8.2. The Director shall be responsible for keeping an account of Sick Leave/ Short Term Leave and Disability Plan.
- L - C.8.3. Sick Leave/ Short Term Leave and Disability Plan allotment and usage shall be recorded.
- L - C.8.4. A Teacher's absence for illness or injury for a period of:
  - (a) five consecutive school days or less may be certified by the school principal or by the official of the Board in charge of the appropriate department;

- (b) over five consecutive school days must be certified by a licensed medical practitioner or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. In special cases, there may be exemption at the discretion of the Director;
- (c) over 20 consecutive school days, the Director may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the Teacher shall be entitled to payment under this Agreement.

- L - C.8.5. The Board will, when implementing C.8. 4.(c), advise the Teacher in writing of any medical certificates required to ensure continuance of sick leave pay.
- L - C.8.6. As soon as possible, a Teacher who is absent from duty due to illness, injury or dental condition shall notify the Board of the date at which the Teacher plans to return to duty.
- L - C.8.7. Should the Teacher have obtained a certificate indicating that the Teacher is medically fit to resume duty, the Teacher shall so notify the Board.
- L - C.8.8. Should the Board require the Teacher to be examined by a medical practitioner or licentiate of dental surgery appointed by the Board prior to the Teacher's return to duty, the Board shall so notify the Teacher in writing.
- L - C.8.9. Whenever possible, the Board shall arrange for any such examination(s) within two days of the day the Teacher notified the Board of the date the Teacher plans to return to duty.
- L - C.8.10. Should the Board be unable to arrange for any such examination(s) within the two days indicated above, and
  - (a) should the Teacher have already obtained a medical certificate indicating they are fit to return to duty, and
  - (b) should the medical practitioner or licentiate of dental surgery appointed by the Board subsequently certify that the Teacher is fit to return to duty, the Teacher shall not be deducted Sick Leave/Short Term Leave and Disability Plan beyond the end of the two days indicated above.
- L - C.8.11. The Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense provided that the Teacher may choose a medical practitioner or licentiate of dental surgery to be present at the examination. Upon request a Teacher shall be given a copy of the certificate submitted in accordance with the above.
- L - C.8.12. When a Teacher is absent by reason of incapacity on account of an accident occurring while on duty and an award is made under the provisions of the Workplace Safety and Insurance Act, the Teacher shall be entitled to payment of an amount equal to the difference between the Teacher's daily total salary and the amount of such award for a period not to exceed four (4) years and six (6) months.
- L - C.8.13. Nothing herein precludes a Teacher from receiving Sick Leave/Short Term Leave and Disability Plan pay if absent because of complications arising out of her pregnancy or post-delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.
- L - C.8.14. The Board shall not terminate the employment of a Teacher because the Teacher has

exhausted their Sick Leave/ Short Term Leave and Disability Plan and is absent due to illness or injury and is in receipt of benefits from the Workplace Safety and Insurance Board or long term disability insurance benefits provided under a long term disability plan provided by the E.T.F.O. This Teacher shall be deemed to be on a leave of absence without pay after the expiration of the benefits noted in this Agreement.

#### **L - C.9.0. - SICK LEAVE CREDIT GRATUITY**

##### **(See Part A - Central Terms Appendix A)**

L - C.9.1. A Sick Leave Credit gratuity shall be paid:

- (a) to a Teacher who retires on or after January 1, 1970 and who is entitled on such retirement to receive payment of retirement benefits commencing on such retirement as a participating member of a pension plan of the Board or Teacher's superannuation plan recognized by the Board whether or not the Teacher elects to receive such payment commencing on retirement or the Teacher elects to defer the commencement of such payment;
- (b) to a Teacher who becomes totally and permanently disabled from performing the duties of the Teacher's employment with the Board;
- (c) as a death benefit to a named beneficiary or to the estate of a Teacher who dies while in the employ of the Board.

L - C.9.2. The Sick Leave Credit gratuity to be paid shall be equal to 2% of the Total Salary of the Teacher at the time of retirement, disability or death, multiplied by the number of full years' service with the Board and any Predecessor Boards, less any monies which the Teacher received as a service gratuity plus accrued interest at 6% compounded semi-annually from the date of payment of the gratuity, provided that the amount of the Sick Leave Credit gratuity payment shall not exceed the statutory limits, i.e. the Teacher's per diem rate multiplied by half the Sick Leave Credits accumulated in the Teacher's account and provided as well that the amount of such payment shall not exceed the statutory limit of one half year's earnings.

L - C.9.3. For the purpose of calculating the amount of Sick Leave Credit gratuity only Sick Leave Credits earned by the Teacher during employment with the Board and any Predecessor Boards shall be taken into account; Sick Leave Credits accumulated from other employment will be used first in the case of illness but will not be used in the calculation of the gratuity.

#### **L - C.10.0. - NORTH YORK AND TORONTO SERVICE GRATUITIES**

##### **(See Part A - Central Terms Appendix A)**

L - C.10.1. The service gratuity plans in force in North York and Toronto during the school year 1969-70 will remain in force for all Teachers who were under Contract with either of the above Predecessor Boards for the school year 1969-70 and who continued under Contract with such Predecessor Board and who have continued to be employed as Teachers with the Board to the effective date of this Agreement.

#### **L - C.11.0. - INSURED EMPLOYEE BENEFITS**

##### **L - C.11.1. Employment Insurance Commission Rebate**

Under a previous collective agreement, in consideration of the continuation of an improved employee benefit package, the Union, on behalf of the Teachers, released the Board from

the obligation they might otherwise have had to pay to Teachers any Employment Insurance Commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall continue to be used by the Board to defray part of their increased cost of benefits.

L - C.11.2. In the event that the Union arranges an additional insured benefit, the Board shall provide the appropriate payroll deduction of the Teacher's premiums.

L - C.11.3. The method of payment of premium cost shall be by electronic funds transfer on a monthly basis.

#### **L - C.12.0. - PROFESSIONAL DEVELOPMENT**

L - C.12.1. There shall be one professional development day during the school year on a date to be determined by the Board. The priority activities for this day shall be determined by the Union subject to confirmation by the appropriate Superintendent that the activities are in accordance with the program priorities of the Board.

L - C.12.2 At the beginning of each school year, Teachers will be given an opportunity to provide input into the school's Professional Development plan.

## **Appendix C-1**

Pregnancy and Parental leaves are in accordance with the *Employment Standards Act, S.O. 2000*. For details with respect to entitlements and obligations, refer to the *Employment Standards Act, S.O. 2000*.



**SUPPLEMENTAL EMPLOYMENT BENEFITS - (SEB) PLAN – PARENTAL LEAVE**

**(See Part A - Central Terms C11.2 for SEB Plan - Pregnancy Leave)**

1. The object of this SEB Plan – Parental Leave is to supplement the employment insurance (E.I.) benefits received by Teachers from Human Resources Development Canada for temporary unemployment caused by Parental Leave for the non-birth parent.
2. Only Teachers as defined in accordance with A.3.1.(l) and (o) of the Agreement to which Appendix C-2 is appended are covered by this Plan.
3. The other requirements for receipt of a SEB are:
  - (a) the Teacher must apply for and be in receipt of E.I. adoption benefits from Human Resources Development Canada;
  - (b) an application for SEB must be made by the Teacher on a form to be provided by the Board and the Teacher shall provide proof that the Teacher is in receipt of E.I. benefits indicating the weekly amount to be paid by Human Resources Development Canada;
  - (c) the Teacher shall sign an agreement with the Board indicating:
    - (i) that the Teacher will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Teacher's employment) after returning from the Teacher's or Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Board under this Agreement); and
    - (ii) that should the Teacher not comply with (i) above the Teacher shall reimburse the Board any monies paid to the Teacher under this SEB Plan.
4. A Teacher must have applied for and be in receipt of E.I. benefits before a SEB becomes payable.
5. A Teacher who is not in receipt of E.I. benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Teacher is serving the one-week waiting period as outlined in the *Employment Standards Act*. A SEB payment shall be made only when it has been verified that the Teacher has applied for and is in receipt of E.I. benefits.
6. A Teacher 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.
7. The benefit levels paid under this Plan are set out in (8) and (9) below. It is understood that consistent with current employment insurance regulations:
  - (a) in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Teacher shall not exceed 95% of the Teacher's normal weekly earnings, and

(b) any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

8. For the one week waiting period before E.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate equal to 90% of the Teacher's weekly insurable earnings as determined by Human Resources Development Canada.
9. For up to 15 weeks following the one week waiting period under (8) above the benefit level paid under this plan shall be \$75 per week providing the Teacher remains in receipt of E.I. benefits as set out under (5) above.

Note: Effective January 1, 2017, the two week waiting period will be reduced to one week. Accordingly, the employee's E.I. benefits during the first week following the new one week waiting period will be topped up to ensure the employee receives the same total pay they would have received prior to the change.

(a) Notwithstanding 3(a) the benefits of (9) may be shared between the mother, where the mother is a Teacher and another Teacher who has a right to parental leave in respect of the child under the Employment Standards Act.

10. This SEB Plan, made in accordance with current employment insurance regulations, shall continue until August 31, 2019, subject to changes which may be required should the regulations be amended.

## **L- PART D - WORKING CONDITIONS**

### **L- D.1.0. - LUNCH PERIOD**

- L - D.1.1. A Teacher shall be entitled each school day to a 40-minute uninterrupted and continuous lunch period free from teaching and non-teaching duties.

### **L - D.2.0. - MEDICAL PROCEDURES**

- L - D.2.1. No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.
- L - D.2.2. Except as may be required under law, no Teacher shall be required by the Board to examine/diagnose pupils for communicable conditions or diseases.
- L - D.2.3. The Board shall not require, on a regular basis, any Teacher to administer, nor to perform any medical or physical procedure on a pupil except as defined in the Board protocol on the administration of medication.

### **L - D.3.0. - STRIKES BY OTHER BOARD EMPLOYEES**

- L - D.3.1. In the event of a strike by other employees of the Board, no Teacher shall be required to perform any duties normally and regularly performed by those other employees of the Board.
  - (a) This shall not preclude the participation of the Teacher in incidental duties associated with the instructional program or those duties set out in the Education Act and any Regulations made thereunder.

### **L - D.4.0. - TEACHER PERFORMANCE APPRAISAL**

- L - D.4.1. The Board shall conduct teacher performance appraisals in compliance with the Education Act and its Regulations. The process for New and Experienced Teacher Performance Appraisals will be the Toronto District School Board Teacher Performance Appraisal Policy/Procedure as developed in consultation with the Unions. Teacher Performance Appraisal procedures will be published as the "Teacher Performance Appraisal Manual" and be made available by the Board to each Principal and Union Steward in every school. A summary of the procedures will be provided to each Teacher who is scheduled for a Teacher Performance Appraisal.
- L - D.4.2. This Policy/Procedure will be amended from time to time by mutual agreement of the Board and the Unions. The Board and Union agree that a joint committee consisting of representatives from the Board and the Unions, E.T.T. and O.S.S.T.F. District 12, shall be convened no later than May 1st each year to review and make constructive revisions where advisable concerning the Teacher Performance Appraisal procedures for the subsequent school year.
- L - D.4.3. Any Teacher who will be receiving an unsatisfactory or development needed Teacher performance/NTIP rating, will have the right to have an ETT Executive Officer to attend the summative report and improvement plan meetings, and any subsequent meetings related to the TPA or NTIP process.

### **L - D.5.0. - PERSONNEL FILES AND MEDICAL FILES**

- L - D.5.1. A Teacher's Personnel File and Medical File shall be held centrally in the Employee

Services Department.

- L - D.5.2. Following the written request of a Teacher for an appointment, the Teacher's personnel file or medical file will, in the presence of a designated staff member, be made available for inspection, during normal business hours.
- L - D.5.3. The Teacher may make a copy of any information contained in the Teacher's personnel file or medical file, at the discretion of the Teacher, be accompanied by one other person or a representative of the Union who shall have access to such information at the request of the Teacher.
- L - D.5.4. If the Teacher disputes the accuracy or completeness of any information in the Teacher's personnel file, other than teacher evaluation reports, the Board shall, where possible within 15 school days after the date the Board received written notice from the Teacher stating the alleged inaccuracy, either confirm or amend this information.
- L - D.5.5. Where the Board amends information in the Teacher's personnel file or medical file, the Board shall, at the request of the Teacher, notify all persons who received a report based on the inaccurate information.
- L - D.5.6. A Teacher may request that professionally relevant material be placed in the Teacher's personnel file.

#### **L - D.6.0. - TRANSFER PROCEDURES**

- L - D.6.1. The Union shall be consulted as the Board develops the Board's procedures for the transfer and placement of Teachers. These procedures and any changes to these procedures will be discussed with the Union before being implemented.
  - 1. The Board and Union agree that a joint committee of equal membership shall be convened no later than October 15, for the purpose of refining the procedures for declaring surplus teachers and for the transfer process.
  - 2. The Board and the Union shall each name up to four persons to the committee and one of the four who shall be the co-chair of the committee.
  - 3. The committee shall, on or before January 30, review and refine the procedures for the next year and shall determine the necessary revised procedures. If no agreement is reached, the Board shall determine the procedures for those areas which were not mutually agreed.
  - 4. For administrative placements, the committee shall consider the possible effect, if any, of geographic location.
  - 5. The committee shall also consider the feasibility of three rounds of Board-wide vacancy postings during the transfer process.
  - 6. All known vacancies shall be posted during the rounds of transfer.
  - 7. The procedures shall be consistent with the principles set out below.

Principles:

- (a) Placements shall ensure that a Teacher is qualified to assume the assignment of the placement.
- (b) The Board will give consideration to geographic preference and assignment preference

where possible.

- (c) The number of Teachers surplus to Board is projected at regular periods during the surplus process and the Union will be kept advised.
- (d) An allocation of staff to schools will be made based on projected enrolments, class size requirements, and program needs and the Union will be consulted in the process.
- (e) In accordance with D.7.0, principals will develop a staffing model for the school in consultation with the staff.
- (f) Principals will make any necessary declarations of surplus to school based on seniority and the qualifications required for specific positions included in the staffing model.
- (g) Closing Schools Teacher transfer/placements process will be facilitated commencing after the surplus declaration process and prior to the commencement of the Transfer Vacancy process.
- (h) Teachers without a School of Record will be assigned to a school in their Learning Network where vacancies exist prior to the first vacancy posting round.
- (i) Teacher Requested Transfers – Learning Centre will be facilitated prior to the commencement of the Transfer Vacancy rounds.
- (j) Transfer process begins. School surplus Teachers shall participate in the transfer process. Part-time teachers who wish to increase their FTE will be placed in full time vacancies prior to non-contract teachers being placed in such vacancies.
- (k) All Teachers, other than Teachers under an improvement plan, shall have an opportunity to apply for and be given first consideration for vacancies in the transfer process.
- (l) Recall will be made for school surplus Teachers if a vacancy occurs in the surplus Teacher's school before the Teacher has been placed in the transfer process.
- (m) The transfer process will be closed.

Upon the closing of the Transfer Process, Part-time Teachers will have an opportunity to increase their status to full-time through participation in a mini vacancy round.

Following the closing of the Transfer Process, Teachers requesting a geographical transfer will have an opportunity to participate in a mini vacancy round.

- (n) Teachers remaining school surplus will, where possible, be placed administratively in available vacancies. Such placements will be based on seniority and qualifications.
- (o) Teachers who cannot be placed will be declared Board Surplus Teachers.
- (p) An interim notification to Board Surplus Teachers shall be made on or about May 25 in a year and a further notice of confirmation shall be made no later than June 30.
- (q) Teachers who require a School of Record will be placed prior to the Transfer Surplus process.

N.B:

- (r) A Teacher returning from leave within a school year is placed in the Teacher's assigned school, subject to the staffing and surplus procedures, and the assignment may be covered by a long term occasional Teacher where permitted by the *Education Act*.

### **L - D.6.2. Teacher Requested Transfers – Learning Centre**

1. Any Teacher who requests a transfer prior to the declaration of school surplus as provided for in paragraph (e) under the title "Principles" above, shall be granted the request and removed from the staff of the Teacher's current school prior to the first posting of vacancies. Teachers will be placed in the Learning Network where vacancies exist according to their qualifications. Teachers requesting a transfer are subject to the following:

(a) that the Teacher is not under an improvement plan at the time of the request;

(b) that the Teacher is not a Probationary Teacher;

(c) that the Teacher has not initiated a transfer request during the previous three(3) school years;

(d) that the transfer application within the Learning Network will only contain the following information:

- the Teacher's name,
- present school,
- current teaching assignment,
- assignment for upcoming year
- a completed one-page resume

(e) The Board will give consideration to geographic preference and assignment preference within the current Learning Centre where possible.

It is understood and agreed that Teachers placed in accordance with the above procedure must accept the assignment determined by the Executive Superintendent of Employee Services or designate.

### **L - D.6.3 .Teacher Geographical Application Process**

1. Any Teacher who requests to participate in the geographical application process will be have an opportunity to apply to vacancies during a mini round at the end of the Surplus Transfer Process. Teachers requesting a geographical transfer are subject to the following:

(a) that the Teacher is not under an improvement plan at the time of the request;

(b) that the teacher' residence is a minimum of twenty-five (25) kilometers from their current home school

The application will contain the following information:

- the Teacher's name,
- Teacher's current address of residence
- present school,

- complete a one-page resume to be submitted with application to school vacancies

#### **L - D.6.4. Teacher Exchange Transfer:**

A teacher who is not school surplus may apply for a Teacher Exchange Transfer with a teacher in another school according to this process:

1. The Teacher shall complete the Exchange Transfer Form (name, current position, school, desired position(s))
2. All pertinent information will be posted to the ETT website during the Surplus and Transfer period (April 15 - June 15)

Teachers may make contact with other teachers on the posted Teacher Exchange Transfer list to explore/arrange exchanges of positions during the transfer period. Subject to Principal/SOE approval.

#### **L- D.7.0. - SCHOOL STAFFING COMMITTEE**

- L - D.7.1. The Board and the Union recognize the work of the School Staffing Committee as an integral part of the consultation process in organizing the school.

##### **A School Staffing Committee shall be established in every school:**

- (a) The Teachers of each school shall elect at least three of their number to the School Staffing Committee in a meeting solely comprised of E.T.T. members.
- (b) The principal and vice-principal(s) of the school and Union Steward shall also be members of the School Staffing Committee.
- (c) The term of office of the Teacher representatives on the School Staffing Committee shall be November 1 to October 31. If any of the Teacher representatives resign from the committee or are transferred to another school, the Teachers of the school shall elect a replacement from their number.
- (d) The Board shall utilize effective meeting practices when conducting School Staffing Committee meetings which shall include having an agenda, a speakers list and meeting minutes.

- L - D.7.2. The school staffing committee will concern itself only with:

- (a) developing and proposing a staffing model (which will meet the requirements of the Education Act, or regulations made thereunder), based on projected enrolment and staff allocation for consideration by the total staff;
- (b) reviewing the current staffing model and proposing any modifications as may be required;
- (c) considering and responding to such organizational proposals and/or suggestions as are submitted to the committee;
- (d) length and number of instructional and non-instructional periods; and
- (e) the equitable distribution of non-instructional periods including supervision, preparation time, and instructional periods.

- L-D.7.2.1 The school staffing committee shall be provided with information on the projected enrolments, staff allocations and the master timetable as soon as available.
- L - D.7.3. Prior to a staff meeting, the School Staffing Committee will make available a copy of the proposed staffing model to each Teacher for the purpose of consultation and discussion before the principal finalizes the staffing model. At this time, rationale shall be given for organization, number and size of classes. Teachers will have an opportunity to indicate their preference for the staffing model.
- L - D.7.4. The final staffing model will be subject to the approval of the Director or designate.
- L - D.7.5. The Director or designate will endeavor to approve the staffing model prior to April 15.
- L - D.7.6. After the staffing model has been approved, the principal shall determine the specific classroom teaching duties of each Teacher in consultation with the Teacher. Included in the matters to be considered by the principal will be the preferences, abilities, qualifications and experience of each Teacher
- L - D.7.6.1 The principal shall distribute the Teacher Assignment consultation form to each Teacher and post the approved staffing model in a central location.
- The recommended staffing model will be shared with staff prior to submission to the SO for approval.
- L - D.7.6.2 Teachers are provided their tentative teaching assignment in writing 24 hours' prior to TRT deadline.
- L - D.7.6.3 Once a Teacher has been notified of their assignment, it cannot be altered by the Principal without first consulting with the Teacher.
- L - D.7.6.4 During the staffing process, the Principal will consider requests on teachers' preference forms for vacant positions that arise.
- L - D.7.6.5 The Board will provide a tentative Teachers' timetables, including preparation schedules for the upcoming school year before the last day of the school year in June.

#### **L - D.8.0. - ELEMENTARY CONCERNS COMMITTEE**

- L - D.8.1. The Elementary Concerns Committee shall have as its members three representatives from the Board's administrative staff, one of whom shall be the Executive Superintendent of Employee Services, or designate, who shall be named a co-chairperson, and three members of the E.T.T. designated by the E.T.T., one of whom shall be the President, or designate, who shall also be named a co-chairperson.
- L - D.8.2. Unless otherwise agreed, the Committee shall meet twice per month during the school year, or at the request of either co-chairperson at a mutually convenient time.
- L - D.8.3 The Committee shall discuss issues of concern including staffing matters, working conditions, and review any new Board or Ministry initiatives, policies and procedures or new teacher positions. Procedures for keeping the Bargaining Agent informed of the projected and actual staffing situation will be discussed by the Elementary Concerns Committee. At the beginning of each school year, the Committee will meet to establish these procedures for the current school year.
- L - D.8.4. The Committee shall be a consultative body and may make recommendations where deemed appropriate in the circumstances.



- L -D.8.5. Items under current negotiations or problems related to specific individuals shall not be discussed by the Committee.

#### **L - D.9.0. - NOTICE OF RESIGNATION (INCLUDING RETIREMENT)**

- L - D.9.1. A Teacher may resign from the Board only:

- (a) at the end of the calendar year or the end of the March break and shall, in both cases, provide no less than one month's written notice; or
- (b) at the end of the school year upon providing the Board written notice on or before May 15.

- L - D.9.2. Despite D.9.1. the Board and the Teacher may mutually agree to terminate the employment at any time.

- L - D.9.3. A Teacher who enters into an agreement of employment with another board, school or educational authority, shall within 48 hours, advise the Board in writing of the anticipated final date of employment with the Board unless the Teacher has already given written notification of such employment to the Board.

#### **L - D.10.0. - COMMUNICATIONS GENERAL**

- L - D.10.1. The Board shall extend its courier service to one E.T.T. office.

Mass mailings shall be batched by location before being put in the courier system by the E.T.T.

The Board shall provide access to the Board's e-mail system to the union.

- L - D.10.2 The Union shall notify the Board in writing of the names of the persons elected to office in the Union and of persons authorized by the Union to represent Teachers in a particular school or workplace on behalf of the Union (Union Steward).

#### **L - D.11.0. - OCCUPATIONAL HEALTH AND SAFETY**

- L - D.11.1. The Board shall, in compliance with the Occupational Health and Safety Act, as this applies to Teachers, respond promptly to Teachers' complaints re: safety of the working environment.

#### **L - D.12.0. - PART-TIME TEACHER PROVISION**

- L - D.12.1. A full-time Teacher who, prior to March 1, requests to teach part-time commencing the following school year either for a specified period of one or two school years or without any period being specified shall be granted the request to teach part-time provided:

- (a) the number of full-time equivalent teaching positions to be filled by Part-time Teachers will not exceed 4% of the number of full-time Teachers, and
- (b) in the opinion of the Executive Superintendent of Employee Services or designate the number of positions to be held by Part-time Teachers to teach in the same school is not excessive.

- L - D.12.2. At the discretion of the Executive Superintendent of Employee Services or designate the number of positions in the Board filled by Part-time Teachers may exceed 4% of the full-

time equivalent positions.

- L - D.12.3. When the total full-time equivalent number of part-time teaching positions is less than the number of full-time equivalent requests, then seniority under E.1.0. shall determine which Teachers shall be granted part-time teaching positions.
- L - D.12.4. A Teacher who requests and is granted an assignment as a Part-time Teacher for a specified period will return to full-time teaching at the end of the period subject to the surplus procedures.
- L - D.12.5. Notwithstanding D.12.4., a Teacher may apply for an extension of the Teacher's part-time assignment and such extension shall be subject to the approval of the Executive Superintendent of Employee Services or designate. Such application shall be made prior to March 1.
- L - D.12.6. For the purposes of calculating the Sick Leave Credit gratuity (under C.9.0) of a Teacher who taught full-time and who was granted an assignment as a Part-time Teacher on or after September 1, 1978 but prior to September 1, 1998, pursuant to the Declining Enrolment provisions in a previous collective agreement **See Part A - Central Terms Appendix A**
- (a) the "final Total Salary of the Teacher" shall be the full-time annual rate of the earnings of the Teacher, and
- (b) the maximum amount payable shall not exceed one half the full-time annual rate. Effective September 1, 1998, the calculation of the Sick Leave Credit gratuity of a Teacher who taught full-time and who was granted an assignment as a Part-time Teacher on or after September 1, 1998, pursuant to D.12.0, shall be in accordance with C.9.2.

### **L - D.13.0. - STAFFING**

- L - D.13.1. Every effort shall be made to organize each school for a school year using the following optimum class-sizes and ranges as guidelines:

JK/ SK	20 +/- 5	15 – 25
Primary	23 +/- 6	17 – 29
Junior	26 +/- 6	20 – 32
Intermediate	30 +/- 6	24 – 36

These provisions shall not require the Board to employ a greater number of Teachers than is required to comply with the Education Act.

Where the allotment of staff allows for a school to be organized in accordance with the class-size ranges, but there is reason to believe that the interests of both pupils and Teachers would be better served by organizing classes outside those ranges, such organization shall not be finalized without consultation with the staff of the school.

- L - D.13.2. The Union will receive a copy of the report required to be sent by the Board to the Minister of Education respecting the aggregate average class size for all of the Board's elementary classes.
- L - D.13.3. The Board will use system-wide class size requirements, program needs and projected enrolments to determine staffing levels for September next. The Board will, upon reasonable notice, provide to the Union projected enrolment and staffing data for September of the next staffing year as soon as feasible after receipt of the request for such information.

L - D.13.4. The Union will designate a member who shall receive enrolment data and projections.

L - D.13.5. The Board shall endeavour to provide a qualified Occasional Teacher in the event of a Teacher absence.

#### **L - D.14.0. - ONTARIO COLLEGE OF TEACHERS**

L - D.14.1. The Union and the Board recognize the obligation of the Teacher to comply with the Ontario College of Teachers Act.

It is the obligation of the Teacher to provide documentary evidence of membership in good standing if the Ontario College of Teachers has advised the Board that the Teacher is not in good standing.

L - D.14.2. The Ontario College of Teachers' fee shall be collected and remitted to the Ontario College of Teachers by the Board on behalf of Teachers.

(i) When a Teacher is in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is to be collected, the fee will be deducted from those earnings.

(ii) When a Teacher is not in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is collected by the Board, the Teacher shall be responsible for making arrangements for payment of the Ontario College of Teachers' fee.

#### **L - D.15.0. - PREPARATION TIME**

L - D.15.1. Effective August 31, 2012 every classroom Teacher shall be entitled to 480 minutes of preparation time per 10 day cycle free from classroom instruction and supervisory duties (exclusive of student recesses and a scheduled daily lunch period).

Notwithstanding the foregoing, existing provisions or practices respecting preparation time which provide superior benefits to the provisions set out above shall be maintained at each school.

Preparation time shall be used for professional activities as determined by the Teacher and shall be assigned only during the normal daily instructional program as defined in D.16.1.

L - D.15.2. A classroom Teacher is any Teacher who teaches students and includes a Part-time Teacher, an itinerant Teacher, a librarian, or a specialist.

L - D.15.3. Where a classroom Teacher does not have full-time instructional duties preparation time shall be pro-rated accordingly.

L - D.15.4. Preparation time will be scheduled with the objective of scheduling blocks of 30 consecutive minutes, or more, where feasible.

L - D.15.5. Preparation time may be rescheduled in the case of an emergency or when a Teacher is required to fill in for another Teacher whose absence was not foreseen by the principal. In such cases, the Teacher shall be entitled to have such time made up within 15 school days.

The Board shall provide the Teacher with at least 24 hours' notice of rescheduled preparation time. However, less than 24 hours' notice may be mutually agreed upon.

Missed preparation time shall only be rescheduled where a Teacher is required by the principal to provide instruction during their scheduled preparation time for a Teacher absent

from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than 15 days after the loss of the preparation time and in any event within the same school year.

- L - D.15.6. Professional Activity days shall not be considered instructional days for the purpose of scheduling preparation time.

#### **L - D.16.0. - INSTRUCTIONAL TIME**

- L - D.16.1. The normal daily instructional program shall be 300 minutes excluding recesses and scheduled intervals between classes, commencing with the start of instruction or opening exercises, whichever occurs first.

#### **L - D.17.0. - SUPERVISION**

- L - D.17.1. Supervision time shall be defined as the time a Teacher is assigned to supervise students outside the normal daily instructional program as defined in D. 16. 1.

For clarification, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty, scheduled intervals between classes and other assigned duties outside the normal daily instructional program as defined in D. 16. 1.

Unless specifically assigned, teachers shall not be required to perform supervisory duties outside the normal daily instructional program as defined in D. 16. 1.

- L - D.17.2. The Board shall implement the following provisions respecting supervision schedules:

- (a) the maxima of supervision minutes for elementary Teachers is 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, scheduled intervals between classes, bus duty, and lunchroom duty.

#### **L - D.18.0. - STAFF MEETINGS**

- L - D.18.1. At the beginning of the school year, the principal shall convene a meeting of Teachers to consider the schedule of regular staff meetings. The principal will endeavour to achieve consensus in establishing the schedule which shall include the frequency, length, and timing of such meetings. Part-time and other regular teaching commitments shall be taken into consideration at this meeting. The schedule will be posted within one week of the meeting.

Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and Board goals. Teachers are expected to attend regularly scheduled staff meetings.

Teachers have the right to place items on the staff meeting agenda.

- L - D.18.2. Agenda items are due at least 2 days prior to the meeting from staff. The Principal or designate will circulate a draft agenda at least one day before the meeting. The Principal or designate will utilize meeting strategies which includes having a speakers list and meeting minutes.

#### **L - D.19.0. - INTEGRATED INTERNATIONAL LANGUAGE PROGRAM**

- L - D.19.1. No Teacher's workload shall be increased as a result of teaching in an integrated

International Language school.

- (a) Teachers in these schools will be responsible for classes before and after the International Language program.

#### **L - D.20.0. – REPORTING AND ASSESSMENT**

- L - D.20.1. Effective in 2010-11, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one prior to the first reporting period and one prior to the second reporting period.

#### **L - D.21.0. – REPORT CARDS**

- L - D.21.1. In each school, timelines for all report cards shall be established, prior to September 30, by the Principal after consultation with the Teachers.
- L - D.21.2 Communications with respect to expectations regarding report cards will be distributed as follows:
  - (a) September 30 for the November Progress reports
  - (b) December 15 for the First and Second term report cards
  - (c) Should the Ministry provision change, the dates as outlined above may be subject to revision.

#### **L - D.22.0 – EXTRA CURRICULAR ACTIVITIES**

- L - D.22.1. It is understood and agreed that unless legislation or written Ministry policy expressly states otherwise extracurricular activities are voluntary for teachers.

#### **L - D.23.0 SCHOOL BUDGET COMMITTEE**

- L.D.23.1 All schools will establish a School Budget Committee no later than the end of September of each school year. Participation on the School Budget Committee shall be open to any ETT member.

## **L - PART E - SENIORITY, SURPLUS AND DECLINING ENROLMENT PROVISIONS**

### **L - E.1.0. - SENIORITY**

- L - E.1.1. From September 1, 1998, the determination of seniority for Teachers shall be based on the following criteria in order:
- (a) except as set out under E.1.2., the aggregate length of Teaching Experience as an elementary Teacher employed by the Board and all Predecessor Boards, and where this is equal,
  - (b) other Teaching Experience accepted for salary purposes, and where this is equal,
  - (c) as determined by lot.
- L - E.1.2. For the purposes of E.1.1., the aggregate length of Teaching Experience of a person who is a Teacher on August 31, 1998, and continues to be a Teacher, shall include all experience determined under E.1.1.(a) regardless of whether such Teaching Experience was gained as an elementary Teacher or a secondary teacher.
- L - E.1.3. For the purposes of E.1.0 “by lot” shall mean as determined by computerized random selection and, if that is not possible then by lot, conducted jointly by the representatives of the Board and E.T.T.
- L - E.1.4. During the second week of March, a seniority list shall be posted in every school.
- L - E.1.5 The Board shall maintain one seniority list for the Bargaining Unit.

### **L - E.2.0. - SURPLUS PROCEDURES**

- L - E.2.1. A Permanent Teacher who has been declared surplus and whose employment has been terminated pursuant to Part E, may elect to apply:
- (a) for recall in accordance with E.3.0., or
  - (b) for severance pay in accordance with E.2.2.
- L - E.2.2. The amount of the severance pay shall be based on the number of years or partial years of continuous Teaching Experience with the Board to be calculated as follows:

$$\text{Amount} = \frac{3 + n}{40} \times \text{Total salary for the last complete year of employment as a Teacher with the Board}$$

where n = number of years of the last continuous Teaching Experience with the Board to the nearest 1/10.

The maximum payment shall be 32.5% of the Teacher's Total Salary for the Teacher's last complete year of employment as a Teacher with the Board.

- (a) Application shall be made in accordance with procedures to be established by the Board.

- (b) The Board shall forward the severance pay to the Teacher within one month following the effective date of the termination.
- (c) Acceptance of severance pay shall relieve the Board of any obligation to recall that Teacher and that Teacher shall accrue no further rights under this Agreement.

- L - E.2.3. If the Board terminates the employment of a Teacher because the Teacher is surplus, the Board shall provide the Teacher with a letter to this effect.
- L - E.2.4. In accordance with E.3.0. new Teachers shall not be hired by the Board to fill a vacant position in any subject or area of instruction, whether full-time or part-time, within a school until Teachers who have been declared surplus and who have not received severance pay and who meet the qualifications required for the position, have been placed in or have been offered and refused the position.

### **L - E.3.0. - RECALL PROCEDURES**

- L - E.3.1. Recall rights shall only apply to Surplus Teachers.
- L - E.3.2. Recall rights shall be limited to the twenty four (24) month period immediately following the date the termination of employment as a Surplus Teacher became effective.
- L - E.3.3. In order to establish rights under E.3.0., the Teacher must complete and return the form provided by the Board within 15 days of receiving the notice of termination and the form.
- L - E.3.4. In order to maintain rights under E.3.0. the Teacher must:
  - (a) keep the Board advised of the Teacher's current address and telephone number;
  - (b) ensure the form set out under E.3.3. is received by the Board within the time set out;  
and
  - (c) must respond within two (2) business days to any offer of employment.
- L - E.3.5. The Board shall maintain a recall list of the Teachers who have established and maintained recall rights. The Union shall have access to this list and any revisions to the list.
  - (a) The Board shall record details respecting any Teacher on the list who could not be contacted within three (3) business days. That Teacher shall be removed from the list and the Union shall be advised of this revision to the list.
- L - E.3.6. When a position becomes available, the Board shall contact in order of seniority, each Teacher remaining on the recall list to ascertain whether that Teacher wishes to accept a position for which the Teacher is qualified.
- L - E.3.7. A Teacher, who refuses a recall offered under E.3.6., shall no longer be entitled to recall and this shall be appropriately recorded, under E.3.5., as the reason the Teacher ceased to maintain recall rights.
- L - E.3.8. A Teacher who has been recalled to a position with the Board commencing on or before October 31 next following an August 31 termination shall be credited with Teaching Experience from September 1 of that year.

### **L - E.4.0. - RETRAINING**

- L - E.4.1. The conditions for retraining Teachers during a period of declining enrolment are:

- (a) If, by April 15, the Board anticipates identifying Surplus Teachers, and
- (b) If, by that date, the Board anticipates that it may need to hire teachers in order to staff its programs, then
- (c) The Board may, at its discretion and in consultation with the Union, request Teachers who have demonstrated a high level of competence in the position(s) for which they are currently qualified to undertake retraining to meet the needs anticipated in (b) above subject to the conditions set out below, providing that, in the opinion of the Board, these Teachers will be able to continue to demonstrate a high level of competence in any position(s) for which they may be retrained.

L - E.4.2. If the Teacher agrees to undertake such retraining,

- (a) tuition fees shall be paid by the Board for the purpose of retraining and official receipts shall be submitted to the Director, and
- (b) if such retraining requires full-time attendance during regular school hours, the Board shall request the Teacher to take a leave under the conditions of C.3.0.
- (c) subject to the provisions of E.4.0., the Teacher shall comply with the conditions otherwise required of a Teacher granted leave with pay under C.3.0.
- (d) upon return to work the Teacher shall undertake any assignment for which the Teacher is qualified.

L - E.4.3. The number of Teachers who may undertake such retraining in any one year shall not exceed the number of Surplus Teachers, and

- (a) the number of Teachers who may be granted Leave of Absence for Retraining shall not exceed five full-time equivalents in any one year.

L - E.4.4. The foregoing provisions for retraining have been introduced on an experimental basis and will be reviewed by the parties before either party recommends continuance or renewal of these provisions in any subsequent agreement.



### Notes re: Implementation

Given differences between the Predecessor Boards' local agreements and past practices, the Board intends to implement E.1.0. as follows:

For the purposes of seniority only:

1. Teaching Experience gained with a Predecessor Board up to and including August 31, 1979 shall continue to be determined as it was by the Predecessor Board.
2. Teaching Experience gained with a Predecessor Board from September 1, 1979 shall be counted and accumulated regardless of whether the Teacher is teaching full-time, part-time, or on a recognized leave of absence.
3. Until August 31, 1998:
  - (a) Teaching Experience with the Board or a Predecessor Board shall be aggregated and included regardless of whether this was Teaching Experience gained in the elementary or secondary panel, and
  - (b) Experience, as a long term Occasional Teacher with the Board or a Predecessor Board, gained from September 1, 1979 shall be counted and accumulated as Teaching Experience regardless of whether this was gained in the elementary or secondary panel.
4. From September 1, 1998:
  - (a) Except for Teaching Experience aggregated and included up to August 31, 1998, only Teaching Experience gained in the elementary panel shall be aggregated and included, and
  - (b) Experience as a long term Occasional Teacher gained from September 1, 1998 shall be counted and accumulated as Teaching Experience only if this was gained in the elementary panel.
5. Where applicable, the Board's seniority records for Teachers will be adjusted to reflect these changes. Teachers whose seniority records have been adjusted will be advised of any changes. If a Teacher believes Teaching Experience has still not been properly included on the seniority list, the Teacher will advise the Board and provide any necessary documentation. The Board will then confirm whether the Teacher's claim has been accepted and advise the Teacher of the Board's decision. The records as adjusted will then be compiled to create the seniority list for elementary Teachers.

## **L - PART F – CONTINUING EDUCATION TEACHERS**

The terms and conditions of employment in this Part apply only to Continuing Education Teachers.

### **L - F.1.0. - GRIEVANCE AND ARBITRATION PROCEDURE**

L - F.1.1. Within the terms of Part F a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Part, including any question as to whether a matter is arbitrable.

#### **L - F.1.2. Notice of Grievance by the Grievor and Branch Affiliate**

- (a) A Continuing Education Teacher or a group of Continuing Education Teachers, unable to resolve a complaint informally, may initiate a grievance within 15 days following the day the cause of the grievance became known or reasonably ought to have been known to the Continuing Education Teacher(s). The notice of grievance, signed by the grievor and the Union designate, shall be made in writing to the Director or designate. This notice shall state the section or sections of Part F that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of this complaint and the remedy sought. In any informal discussions the Continuing Education Teacher or group of Continuing Education Teachers may be accompanied by a representative of the Union.
- (b) A Board or the Union may initiate a policy or group grievance by giving notice to the other party within 55 days following the day that the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- (c) The representatives of the Board and the Union shall meet within 10 days of receipt of the notice under F.1.2.(a) or F.1.2.(b) above and shall attempt to settle the grievance.

#### **L - F.1.3. Notice of Intent to Proceed to Arbitration**

- (a) If the grievance is not settled within 10 days of the meeting, the Union or the Board may inform the other party in writing within a further 10 days that it is proceeding to arbitration.
- (b) The notice in F.1.3.(a) shall specify whether the Union or Board desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. A Board or the Union not wishing a single arbitrator shall so advise the originating party within 10 days and shall, at the same time, specify its appointee to the board of arbitration. The originating party shall then appoint its nominee within a further five days of being advised of the appointee of the other party.
- (c) The two appointees or, in the case of a single arbitrator, representatives of the Board and the Union shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator within 35 days of the notice in F.1.3.(a) being received, the appointment shall be made by the Minister of Labour upon the request of either party.
- (d) The arbitrator or the arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.

The single arbitrator or the board of arbitration shall determine its own procedures but shall give full opportunity to all parties to present evidence and make representations.

- (e) The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of Part F.
- (f) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (g) The Board and the Union shall each bear the expense of its own appointee and shall pay one-half the cost of the chairperson or single arbitrator and their own expense of appearing at the hearing.
- (h) A grievance initiated within the timelines herein may be processed notwithstanding that the contract(s) of the Continuing Education Teacher(s) involved has (have) terminated.
- (i) Days, as the term used in this grievance procedure, shall exclude Saturdays, Sundays, and public holidays.
- (j) Time limits herein may be extended by consent of the Board and the Union.
- (k) Grievances concerning similar matters may be heard together.
- (l) No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under Part F.
- (m) A Continuing Education Teacher may be disciplined only for just cause.
- (n) If a grievance concerns the discipline of a Continuing Education Teacher, including disciplinary dismissal, or discharge for incompetence, or just cause, the arbitrator or the arbitration board may confirm the decision of the Board or reinstate the Continuing Education Teacher, with or without full compensation or otherwise modify the penalty. Where the arbitrator or arbitration board determines that reinstatement of the Continuing Education Teacher is not practical, the arbitrator or arbitration board may award compensation.

## **L - F.2.0. - INDIVIDUAL RIGHTS**

- L - F.2.1. Both the Board and the Union shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.

## **L - F.3.0. - SALARY**

- L - F.3.1. A Continuing Education Teacher shall be paid in accordance with the following Salary Schedule (hourly rate inclusive of holiday and vacation pay):

<b>Effective September 1, 2019</b>	
<b>Step</b>	<b>Rate</b>
0 (less than 180 hours)	52.25
1 (180 to 359 hours)	55.70
2 (360 to 539 hours)	59.19
3 (540 or more hours)	62.70

<b>Effective September 1, 2020</b>	
<b>Step</b>	<b>Rate</b>
0 (less than 180 hours)	52.77
1 (180 to 359 hours)	56.26
2 (360 to 539 hours)	59.78
3 (540 or more hours)	63.33

<b>Effective August 31, 2021</b>	
<b>Step</b>	<b>Rate</b>
0 (less than 180 hours)	53.30
1 (180 to 359 hours)	56.82
2 (360 to 539 hours)	60.38
3 (540 or more hours)	63.96

**Note:** The above rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

- (a) A Continuing Education Teacher shall be advanced on the steps of the Salary Schedule set out above on the basis of the cumulative total number of elementary continuing education hours taught as a Continuing Education Teacher and completed prior to the commencement of duties on a continuing education assignment for which the higher rate is to be paid.
- (b) Effective September 1, 1998, a step on the Salary Schedule shall be based on the number of elementary continuing education hours the Continuing Education Teacher has taught for the Board and any Predecessor Boards. Only courses which commenced on or after September 1, 1989 shall be counted.
- (c) The hourly rate of pay set out in F.3.1. shall be payment for the normal duties of a Continuing Education Teacher but shall be paid for classroom teaching hours only.
- (d) For the purposes of F.3.1.(a) an assignment of a Continuing Education Teacher to a position that does not involve classroom duties shall be equated to an assignment involving classroom duties.

#### **L - F.3.2. Responsibility Allowances**

- (a) A Continuing Education Teacher may be appointed to a Position of Responsibility in a continuing education program other than those set out under F.3.1. Such Continuing Education Teacher shall be paid, for the performance of duties, an amount as set out below in addition to the hourly rate of pay to which the Continuing Education Teacher is entitled under F.3.1.

<b>Responsibility Allowances</b>		
<b>Effective Date</b>	<b>Level I Rate</b>	<b>Level II Rate</b>
September 1, 2019	3.94	5.83
September 1, 2020	3.98	5.89
September 1, 2021	4.02	5.95

#### **L - F.4.0. - STAFFING**

- L - F.4.1. The number of Continuing Education Teachers to be employed by the Board shall be determined by the Board.

## **L - F.5.0. - ILLNESS AND BEREAVEMENT**

- L - F.5.1. A Continuing Education Teacher shall be entitled to leave of absence with pay for two working days per summer for bereavement or illness provided that the Continuing Education Teacher makes arrangements with the principal to ensure that a suitable replacement is found. Alternate arrangements for the class may be made by the principal. Illness or bereavement days shall not accumulate. Leave for bereavement shall be granted only for and at the time of death of a member of the Continuing Education Teacher's immediate family (See definition L.A.3.0).

## **L - F.6.0. - WORKING CONDITIONS**

- L - F.6.1. The Continuing Education Teacher shall perform such duties as the Board may assign under the Acts and the Regulations administered by the Minister of Education and shall be diligent and faithful in the performance of the Continuing Education Teacher's duties.
- L - F.6.2. The assignment may be terminated prior to the end of the session:
- (a) by the Board at any time without advance notice to the Continuing Education Teacher where, before the commencement of the course or class or teaching in the subject, it has been decided not to offer the course, class or subject in the session; or
  - (b) at any time by mutual consent in writing of the Continuing Education Teacher and the Board; or
  - (c) at any time by either party giving written notice to the other not less than forty-eight hours before the date of termination specified in the notice.

## **L - F.7.0. - OTHER TERMS AND CONDITIONS APPLYING TO CONTINUING EDUCATION TEACHERS**

- L - F.7.1. Other terms and conditions applying to Continuing Education Teachers:

### **RECOGNITION**

- L - A.2.0
- L - A.2.1
- L - A.2.2.
- L - A.2.3.
- L - A.2.4.

### **DEFINITIONS**

- L - A.3.0.
- L - A.3.1. (a), (b), (c), (d), (e), (f), (n), (u)

### **APPLICATION OF THIS AGREEMENT**

- L - A.4.0.
- L - A.4.1. (a), (c)
- L - A.4.2.

### **PROHIBITION OF THE USE OF SANCTIONS**

- L - A.6.0.
- L - A.6.1.

### **AMENDMENTS**

- L - A.9.0.

L - A.9.1.

L - A.9.2.

#### COLLEGE OF TEACHERS

L - D.14.0.

L - D.14.1.

L - D.14.2.

## **LETTER OF UNDERSTANDING**

### **Re: Peer Coaching and Mentoring**

Except as otherwise required in the Education Act or in the regulation, no teacher shall be required to act as a peer coach or mentor to another teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any teacher.

## **LETTER OF UNDERSTANDING**

### **Re: LTDI Plan**

Effective September 1, 2009, enrolment in the LTDI Plan, provided by the Union, shall be a condition of employment.

## **LETTER OF UNDERSTANDING**

### **Re: Closing School Staffing Process**

The Closing School Staffing Process timelines will be reviewed as part of the Surplus Transfer Process Notes and Explanations.

## **LETTER OF UNDERSTANDING**

### **Re: Workplace Violence and Harassment Prevention Program**

A committee of three representatives of the Board and three representatives of the Union shall meet to review the workplace violence and harassment prevention program and report their findings to the Elementary Concerns Committee.

## **LETTER OF UNDERSTANDING**

### **Re: Teacher Exchange Transfer**

The teacher exchange transfer timelines will be reviewed annually as part of the Surplus Transfer Process Notes and Explanation.

## **LETTER OF UNDERSTANDING**

### **Re: Information Technology**

A committee of three representatives of the Board (Including the Chief Technology Officer or designate) and three representatives of the union shall meet to address issues around technology. Recommendations to be made by January 30<sup>th</sup>, 2021.

## LETTER OF UNDERSTANDING

Re: New Teachers

The Board shall provide ETT with a list of all new teachers after the reorganization date on or about October 15.

## LETTER OF UNDERSTANDING

Re: School Climate and Safety

The parties agree to work to enhance and maintain working and learning environments that embed principles of equity, anti-oppression, anti-racism, acceptance and inclusion in procedures, practices and programs that support the safety, dignity, health and well-being of all.

## LETTER OF UNDERSTANDING

Re: Workplace Harassment and Discrimination Issues:

At two ECC meetings a year, members of the Board's Human Rights Office will meet to discuss best practices in managing workplace harassment and discrimination issues.

Agreed upon best practices will be shared.

Signed off on this 2nd day of September, 2021

For ETT:

President




Chief Negotiator



ETFO Staff



For TDSB:



D. Giorgi





R. Harris

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O. Madriz

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Jane Thompson

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**Further to the Memorandum of Settlement between ETFO, OPSBA and the Crown dated November 2, 2015, the following Memoranda of Agreement and Letter of Understanding do not form part of the collective agreement between the TDSB and Elementary Teachers of Toronto/ETFO**

## **MEMORANDUM OF AGREEMENT #1**

### **BETWEEN**

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

### **AND**

**The Crown**

RE: Hiatus on Ministry Initiatives

Due to the development of the Ministry of Education PPM regarding Ministry/School Board initiatives and collaborative professionalism as per Memorandum #2, any proposed new provincial initiatives, which would impact on workload, classroom quality or testing/data collection will not be introduced prior to August 31, 2016.

This would exclude:

- All existing initiatives;
- Initiatives previously announced but not yet implemented in school boards; and
- New initiatives required to respond to concerns about student safety.

## MEMORANDUM OF AGREEMENT #2

### BETWEEN

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

### AND

**The Crown**

RE: Ministry/School Board Initiatives

#### **Introduction**

Whereas Ontario's Education system is committed to improving Student Achievement and Well-being;

Whereas Ontario's Renewed Vision built on a strong foundation of excellence, focuses on Excellence, Well-being, Equity and Public Confidence;

Whereas Ontario is a world class Education system with exemplary educators at all levels of the organization who possess a collective commitment to sustaining excellence;

Whereas research on exemplary practice supports further development of the concepts of collaborative professionalism and expands previously held concepts of leadership;

Whereas perceptions exist in some parts of the sector that initiatives, expectations and practices need to be reviewed;

Whereas research, including *The Elementary Teachers' of Ontario Teacher Professionalism and Workload Study*, has been conducted that examines workload and professionalism; and

Whereas transformation requires change at all levels: Ministry, School Boards, Schools and Classrooms.

#### **Ministry Commitment**

The Ministry of Education commits to:

- 1) The establishment of a representative body (transformation team) whose first responsibility is to inform the development of a Policy/Program Memorandum (PPM).
- 2) The creation of a provincial body with representatives from teacher federations and school board leadership to meet quarterly each year to discuss new initiatives, including implications for training, resources and timing which is different from the body described above.
- 3) The creation of a PPM that will clarify and commit to a renewed collaborative professionalism and leadership in Ontario's education system.
- 4) The completion of the PPM no later than May 31, 2016.

Please note that two different tables will be created as described above in the Ministry commitments.

## Scope of Policy/Program Memorandum

This PPM would include the following concepts:

- 1) The establishment of a vision for collaborative professionalism that improves student achievement and well-being;
- 2) The determination of the appropriate balance between external accountability and internal responsibility;
- 3) A review of and a clearer definition about the shared roles and responsibilities regarding assessment and reporting;
- 4) The development of a process of review for the representative provincial body looking at initiatives which may include but is not limited to:
  - Providing input into the review, development, implementation and evaluation of new initiatives;
  - Guiding appropriate timing and pacing of new initiatives;
  - Integrating possible new initiatives, materials and resources with existing practice and taking into consideration the impact of initiatives on existing demands of teachers, school and board leaders;
  - Sharing exemplary implementation practices;
  - Discussing training and professional learning requirements to support the implementation of new initiatives;
  - Understanding that some expectations and practices are no longer relevant in today's context and may need to be stopped, adjusted or changed while other expectations and practices may need to emerge, something that will be reviewed by the provincial body described above whose mandate is to discuss initiatives;
- 5) Direction to School Boards to create a mechanism or to use existing mechanisms to foster consultation, collaboration and communication with local unions, federations and associations for the implementation of new initiatives;
- 6) Evidence from research, including the *Elementary Teachers' of Ontario Workload and Professionalism Study*, that will enhance and improve collaborative professionalism;
- 7) The transformation of our vision of leadership to foster collaborative learning cultures, which promotes and enhances teacher leadership in classrooms, school, and in school boards while honouring the role and responsibilities of formal leaders; and
- 8) The review of the concept of professional judgement in the context of effective collaborative learning cultures.

## **MEMORANDUM OF AGREEMENT #3**

### **BETWEEN**

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

### **AND**

**The Crown**

RE: Professional Activity Days

The Ministry of Education will recommend to the Lieutenant Governor in Council that, by regulation, effective September 1, 2015, the number of instructional days be changed from one hundred and eighty-eight (188) to one hundred and eighty-seven (187) and the number of Professional Activity (PA) Days be increased from six (6) to seven (7). For clarity, the total number of school days would remain at one hundred and ninety-four (194).

For the 2015-2016, 2016-2017, 2017-2018, and 2018-2019 school years, one half of the PA day will be allocated for health and safety training. The other half of the PA day shall be used for Ministry Initiatives.

**MEMORANDUM OF AGREEMENT #4**

**BETWEEN**

**The Elementary Teachers' Federation of Ontario**

**(hereinafter called 'ETFO')**

**AND**

**The Crown**

RE: Full Day Kindergarten

The parties are committed to providing optimal learning conditions for FDK students and as such agree to the following:

The Ministry will undertake to review FDK staffing, including class size, with ETFO and School Boards during the 2015-2016 school year with recommendations for improvement. The parties shall meet regularly commencing no later than November 30, 2015 and recommendations will be made to the Minister of Education by April 30, 2016. Terms of reference will be jointly developed to inform the scope of discussions and recommendations.

The Ministry shall monitor FDK class size for compliance with Ontario Regulation 132/12 - Class Size. Additionally the Ministry will review any situations with the parties where there is a class greater than 30 and a class fewer than 16 in the same school.

The Ministry will provide the parties twice a year, with copies of the most recent available data related to FDK class size for the September and March count dates.

## **MEMORANDUM OF AGREEMENT #5**

### **BETWEEN**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

### **AND**

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

### **AND**

**The Crown**

RE: Class Size Committee, Grades 4-8

ETFO, OPSBA, and the Crown will undertake to review grade 4-8 class sizes during the 2015-16 school year, and make recommendations for potential areas of improvement.

The review will include:

1. Analysis of existing data;
2. Analysis of levels of compliance;
3. Identification of operational issues relating to any non-compliance;
4. Development of options to address any non-compliance.

The review shall be comprised of equal numbers of members to be appointed by ETFO, OPSBA and the Crown and shall not exceed nine (9) members in total.

The parties shall meet regularly commencing no later than November 30, 2015 and recommendations will be made to the Minister no later than December 14, 2016. Terms of reference will be jointly developed to inform the scope of discussions and recommendations.

## **MEMORANDUM OF AGREEMENT #6**

### **BETWEEN**

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

### **AND**

**The Crown**

RE: Provincial Health and Safety Working Group

The parties reconfirm their intent to participate in the Provincial Health and Safety Working Group to address and implement key recommendations contained in the *ETFO MOU Provincial Health and Safety Task Force Report and Recommendations September 2014*.

The parties shall meet regularly and commit to convene the first meeting of the Working Group no later than December 31, 2015.

An implementation plan will be completed no later than May 31, 2016.



## **MEMORANDUM OF AGREEMENT #7**

### **BETWEEN**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

### **AND**

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

### **AND**

**The Crown**

RE: Progress Reports

For 2015 only, and on a without prejudice and precedent basis, the Minister will grant an extension of the time period to complete Elementary Progress Report Cards from November 9, 2015 to December 11, 2015. School Boards, in consultation with local ETFO, will determine the deadline for reports to go home to parents. Teachers will be provided a minimum of two weeks' notice to complete the reports.

Teachers will input the following information onto the Elementary Progress Report Cards:

- Ratings in each "Learning Skills and Work Habits" Section;
- Ratings for the "Subjects" Section that are applicable;

Consistent with Growing Success, teachers will use their professional judgement to determine what learning skills, work habits and subjects they comment on in the "Strengths/Next Steps for Improvement" Comment Boxes.

Interviews relating to the Elementary Progress Report Card will be initiated at the teacher's discretion, if the teacher identifies a concern about a child's progress. Teachers are committed to ongoing communication with parents/guardians regarding student progress.

This letter shall expire on December 18<sup>th</sup>, 2015.

## **MEMORANDUM OF AGREEMENT #8**

### **BETWEEN**

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

### **AND**

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

### **AND**

**The Crown**

RE: Occasional Teacher Professional Development

The Crown shall create a one-time Education Programs - Other (EPO) grant in the sum of \$600,000 to be used solely for the purpose of providing further professional development to ETFO Occasional Teacher members in the areas of health and safety, workplace violence, serious student incidents, and safe intervention.

The distribution model for this EPO grant will be determined in consultation with OPSBA and ETFO.

## LETTER OF UNDERSTANDING

### BETWEEN

**The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')**

### AND

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

### AND

**The Crown**

Re: Arbitration Concerning Contested Sick Leave Terms

On November 2, 2015, the parties agreed to all central terms concerning sick leave except for the following proposals by OPSBA and the Crown ("the contested sick leave terms").

OPSBA and the Crown propose that the following be added to the agreed central terms in:

- C7.00 d) iii. 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 Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- C7.00 d) iv. In the event the Teacher 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.

ETFO does not agree to OPSBA and the Crown's proposal concerning the contested sick leave terms and instead proposes that the following terms be included in the central terms concerning sick leave:

- C 7.0 X Where a Teacher 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 Teacher 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) will be provided to the Teacher immediately upon return to work for any portion of their FTE.
- C 7.0 X.1 Where a permanent Teacher is not receiving benefits from another source and is working less than his/her full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher, upon return, may use this allocation for any portion of the Teacher's FTE that the Teacher is unable to work due to illness or injury.

As a result of this dispute, the parties and the Crown have agreed to resolve the outstanding dispute concerning the contested sick leave terms by way of an arbitration pursuant to section 40 of the *Labour*

*Relations Act, 1995.* The parties and the Crown agree to the following arbitration procedure for the determination of the contested sick leave terms:

1. OPSBA and ETFO will each propose four names of prospective Arbitrators to the Mediator.
2. The Mediator will choose a common name from the lists, should one exist.
3. If no common name exists on the lists, the Mediator will appoint an Arbitrator in this matter.
4. The referral to arbitration will take place immediately upon ratification of the Central Agreement.
5. The Arbitrator will have exclusive jurisdiction to determine all matters that he or she consider necessary to resolve the dispute concerning the contested sick leave terms and to make an award concerning the contested sick leave terms.
6. The Arbitrator may try to assist the parties and the Crown to settle any matter that he considers necessary to conclude an agreement with respect to the contested sick leave terms. The Arbitrator is free to amend any position advanced by the parties in making the award.
7. The Arbitrator shall determine the procedure for the arbitration but, in the event of an arbitration hearing, shall permit the parties to present evidence and make submissions.
8. Clauses 48 (12) (a) to (i) of the Labour Relations Act, 1995 apply, with necessary modifications, to proceedings before the Arbitrator in the event of an arbitration hearing and to his decisions. The Arbitration Act, 1991 and the Statutory Powers Procedure Act do not apply to this arbitration.
9. An arbitration award by the Arbitrator shall address only the contested sick leave terms and is final and binding on the parties.
10. In the interim, and until a final award is issued, status quo will prevail and all existing clauses and practices will remain in place.
11. In making an arbitration award, the Arbitrator shall take into consideration all factors that he considers relevant, including the criteria set out in section 38 of the School Boards Collective Bargaining Act.

The Arbitrator will remain seized with respect to any issues from this referral until local agreements are concluded.

## MEMORANDUM OF SETTLEMENT

of all outstanding matters forming the agreement on central terms pursuant to the  
*School Boards Collective Bargaining Act, 2014*

BETWEEN:

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
(hereinafter "ETFO")

AND

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION  
(hereinafter "OPSBA")

COLLECTIVELY "THE PARTIES"

AND AGREED TO BY:

THE CROWN

1. The Parties and the Crown agree that this Memorandum and attached Appendices I, II and III form the basis of a full and final settlement of the current round of central negotiations. The Parties and the representatives of the Crown agree to recommend the terms of settlement as set out herein and in the accompanying appendices to their respective principals.
2. The attached Appendix I forms the entirety of the central terms of the collective agreement and shall be incorporated into the collective agreements between ETFO and the respective School Boards.
3. Ratification of this Memorandum shall be deemed to have occurred on the date of ratification by ETFO and by OPSBA, or the date of agreement by the Crown, whichever is later. The Parties and the Crown will endeavor to complete the central ratification and agreement processes by April 30, 2020.
4. The terms of this Memorandum and Appendix I shall be effective on the date of the ratification of the local terms, as per Sections 39 (6) and (7) of the *School Boards Collective Bargaining Act, 2014*, as amended.
5. Any compensation items that are retroactive shall be paid no later than thirty (30) days following ratification of the respective local terms, with the exception of benefits funding, to be effective upon central ratification and approval by the Crown.

SUBJECT TO ERRORS AND OMISSIONS

6. The collective agreement in each School Board for both Teachers and Occasional Teachers shall consist of two parts. Part "A" consists of provisions respecting central terms as set out in Appendix I. Part "B" consists of provisions with respect to local terms and certain central terms.
7. Effective upon signing of this Memorandum, ETFO agrees to suspend all Teacher/Occasional Teacher withdrawals of service.
8. OPSBA agrees not to lockout nor change the terms and conditions of employment, pending the outcome of the central ratification process.
9. There shall be no reprisals by any School Boards against any employee participating in withdrawals of service to the date of the signing of this Memorandum. The parties and the Crown agree that they will not raise jurisdictional objections to the merits of the grievances which are currently filed based on this language. This agreement shall not have any impact on the breadth of argument that may be raised with respect to the merit of the grievances. No employee shall suffer discrimination, harassment, or any form of reprisal brought about by any school board as a result of action taken during the ETFO strike.
10. ETFO undertakes not to initiate any new actions or complaints of any nature against OPSBA or any member School Board arising from or related to activities during the ETFO strike following the signing of this Memorandum.

## 11. COMPENSATION

School Boards shall adjust their current salary grids, wage schedules and allowances, in accordance with the following schedule:

- September 1, 2019
  - 1%
- September 1, 2020
  - 1%
- September 1, 2021
  - 1%

It is understood and agreed that this increase is without prejudice to the rights of ETFO to challenge the provisions of Bill 124 and to seek any appropriate remedy in the event such challenge is successful. Retroactivity will be applied to all earned salary, wages and allowances from September 1, 2019 within 30 days following the ratification of local terms.

SUBJECT TO ERRORS AND OMISSIONS

## 12. SUPPORT FOR STUDENTS FUND

The Crown will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council (LGIC) or Transfer Payment Agreement (TPA) based on the Transfer Payment Accountability Directive between the government and relevant School Boards, make a total investment in the amount of \$44,337,993 in 2020-2021 and \$44,781,373 in the 2021-2022 school year as noted in Appendix III. Funds from this system investment shall be allocated to English-language public School Boards to create additional ETFO Teacher positions to address special education supports, English Language Learner supports, Indigenous student supports, Early Years special education supports, as well as mental health and well-being initiatives.

The Joint Staffing Committee (JSC) or equivalent where a JSC does not exist shall meet annually to discuss the resulting allocation of additional positions, based on student needs, arising from the system investment for the 2020-2021 and 2021-2022 school years. The number of positions will be based on Appendix III.

This system investment is an additional fund which shall provide additional ETFO Teacher staffing to support student needs subject to changes as determined by a School Board acting reasonably following the discussion with the Joint Staffing Committee (JSC) or equivalent.

## 13. It is understood and agreed that this Memorandum of Settlement is conditional upon Cabinet's approval of the following recommendations by representatives of the Crown:

- a. that Ontario Regulation 132/12 (Class Size) continue to reflect the current class size requirements for the 2020-21 and 2021-22 school years set out in MOU#1 (Full Day Kindergarten and Class Size);
- b. that a regulation or Transfer Payment Agreement based on the Transfer Payment Accountability Directive be made for a system investment in accordance with section 12 above.

The recommendations to Cabinet will occur following the execution of this Memorandum of Settlement but prior to central ratification by the Parties.

This Memorandum of Settlement shall be void and the rights of the Parties and the Crown under the *School Boards Collective Bargaining Act, 2014* shall be as if there had been no agreement to the Memorandum of Settlement of Central Terms if:

- i. any of the recommendations in sections 13(a)(b) are not approved by Cabinet following execution of the Memorandum of Settlement of Central Terms but prior to central ratification;

- ii. after an approval under (i) above, Cabinet makes a regulatory change which:
  - (a) increases maximum class size requirements in section 13(a) and/or
  - (b) is substantively inconsistent with any of the other recommendations in sections 13(a)(b) above.

Dated at Toronto, this      day of March, 2020.

**FOR THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO)**

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**FOR THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)**

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**FOR THE CROWN**

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SUBJECT TO ERRORS AND OMISSIONS

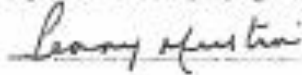


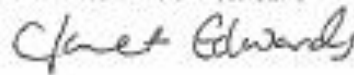
(Signed at Toronto, this      day of March, 2022)

FOR THE ELEMENTARY TEACHERS FEDERATION OF ONTARIO (ETFO)

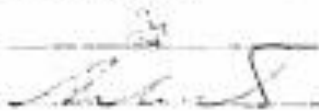


FOR THE ONTARIO PUBLIC SCHOOL BOARDS ASSOCIATION (OPSBA)





FOR THE CROWN





WITNESSES

#### APPENDIX A – HRIS File

Each Board shall provide to the Trustees of the ETFO ELHT directly, or provide authorization through its Insurance Carrier of Record to gather and provide to the Trustees, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the ETFO ELHT and the Employer representatives:

- a) complete and accurate enrollment files for all members, member spouses and eligible dependents, including:
  - i. names
  - ii. benefit classes
  - iii. plan or billing division
  - iv. location
  - v. identifier
  - vi. date of hire
  - vii. date of birth
  - viii. gender
  - ix. default coverage (single/couple/family)
- b) estimated return to work dates
- c) benefit claims history as required by the Trustees
- d) list of approved pre-authorizations and pre-determinations
- e) list of approved claim exceptions
- f) list of large amount claims based on the information requirements of the Trust
- g) list of all individuals currently covered for life benefits under the waiver premium provision
- h) member life benefit coverage information

## APPENDIX III

CONFIDENTIAL TO LABOUR RELATIONS  
SUBJECT TO ERRORS AND OMISSIONS

SUPPORT FOR STUDENTS FUND - ETFO		AMOUNT		FTE Generated
DSB No	DSB Name	2020-21	2021-22	FTE Including Preparation Time
1	DSB Ontario North East	\$ 262,791	\$ 265,419	2.6
2	Algoma DSB	\$ 351,891	\$ 355,410	3.4
3	Rainbow DSB	\$ 457,794	\$ 462,372	4.4
4	Near North DSB	\$ 382,309	\$ 386,132	3.7
5.1	Keewatin-Patricia DSB	\$ 184,613	\$ 186,459	1.9
5.2	Rainy River DSB	\$ 110,036	\$ 111,136	1.1
6.1	Lakehead DSB	\$ 326,372	\$ 329,635	3.2
6.2	Superior-Greenstone DSB	\$ 51,476	\$ 51,991	0.6
7	Bluewater DSB	\$ 575,254	\$ 581,007	5.9
8	Avon Maitland DSB	\$ 510,777	\$ 515,885	4.8
9	Greater Essex County DSB	\$ 1,201,949	\$ 1,213,968	11.4
10	Lambton Kent DSB	\$ 720,492	\$ 727,697	7.1
11	Thames Valley DSB	\$ 2,491,871	\$ 2,516,790	25.2
12	Toronto DSB	\$ 8,014,728	\$ 8,094,876	77.9
13	Durham DSB	\$ 2,311,939	\$ 2,335,058	23.1
14	Kawartha Pine Ridge DSB	\$ 1,079,554	\$ 1,090,349	10.7
15	Trillium Lakelands DSB	\$ 551,226	\$ 556,738	5.6
16	York Region DSB	\$ 3,976,716	\$ 4,016,483	38.7
17	Simcoe County DSB	\$ 1,792,998	\$ 1,810,928	17.6
18	Upper Grand DSB	\$ 1,080,117	\$ 1,090,918	10.7
19	Peel DSB	\$ 5,293,644	\$ 5,346,581	51.0
20	Halton DSB	\$ 2,072,129	\$ 2,092,850	20.7
21	Hamilton-Wentworth DSB	\$ 1,699,766	\$ 1,716,764	16.6
22	DSB of Niagara	\$ 1,211,219	\$ 1,223,332	11.7
23	Grand Erie DSB	\$ 875,110	\$ 883,861	8.6
24	Waterloo Region DSB	\$ 2,063,058	\$ 2,083,689	20.2
25	Ottawa-Carleton DSB	\$ 2,233,245	\$ 2,255,577	22.2
26	Upper Canada DSB	\$ 922,647	\$ 931,874	9.1
27	Limestone DSB	\$ 657,838	\$ 664,417	6.3
28	Renfrew County DSB	\$ 337,261	\$ 340,633	3.3
29	Hastings and Prince Edward DSB	\$ 537,172	\$ 542,544	5.1
<b>Totals</b>		<b>\$ 44,337,993</b>	<b>\$ 44,781,373</b>	<b>434.3</b>

### Notes:

The estimated number of FTE is based on the estimated average funded elementary teacher salary including benefits (excluding Crown Contribution to the ELHT) in each board reflecting salary increases for 2020-21. Preparation time is based on 240 minutes per week for elementary. Actual staffing will depend on local decisions.

In 2020-21, the isolate boards Moosonee, Moose Factory, and Penetanguishene shall receive funding equivalent to the 2017-19 extension agreement, and in 2021-22 that amount shall be increased by 1%.

**EXTENSION AGREEMENT**

**BETWEEN:**

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION  
hereinafter: "OPSBA"

**AND**

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
hereinafter: "ETFO"

**AND AGREED TO BY:**

THE CROWN

1. The parties and the Crown agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Agreement forms the basis of full and final settlement for an extension of collective agreement terms, inclusive of both central and local terms, with the effective date of September 1, 2017 to August 31, 2019. For further clarity, the ratification of this Agreement is conditional upon local collective agreement terms remaining status quo for the period of September 1, 2017 to August 31, 2019. The parties and the Crown agree to recommend the terms of this Agreement as set out herein to their respective principals.

Certain aspects of the terms described herein require legislative or regulatory amendments and as such are subject to the legislative process. Such changes have not yet been made, nor introduced to the Legislature of Ontario. Therefore, the content of this agreement should be considered to be subject to such changes, when and if made, and if such enabling changes are not made or alter the terms of this agreement in any fashion, this Agreement shall be considered null and void in its entirety.

2. Ratification of this Agreement by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by ETFO and by OPSBA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the ratification and agreement processes by March 8, 2017.
3. The collective agreement shall continue to consist of two parts. Provisions of Part A and Part B shall continue until August 31, 2019 without amendment, except as noted herein. Local Letters of Understanding/Agreement will remain in effect during the extension, however where a local Letter of Understanding/Agreement has an expiry date, the expiry date will be extended by two (2) years.
4. The terms of this Extension Agreement shall be effective on September 1, 2017 except as otherwise provided herein.

SUBJECT TO ERRORS AND OMISSIONS 2017-02-01

- Memorandum of Understanding #3 "Professional Activity Days" shall be amended such that "2015-16 and/or the 2016-17" shall be replaced by "2017-18 and/or 2018-19".
- Letters of Understanding/Agreement contained in or pertaining to language from the 2014-17 collective agreements shall continue in force and effect for the term of this agreement. However, where there is reference to an expiry date, the expiry date will be extended by two (2) years.

#### 5. COMPENSATION

School boards shall adjust their current salary grids, and position of responsibility allowances only in accordance with the following schedule:

- September 1, 2017
  - 1.5%
- September 1, 2018
  - 1%
- February 1, 2019
  - 1%
- August 31, 2019
  - 0.5%

In recognition of potential expenses for professional development, supplies or equipment or for other professional expenses, all teachers and occasional teachers covered by this agreement will be paid a lump sum of 0.5% of wages earned in the 2016-2017 school year. ETFO agrees that it will conduct a survey of its members on the usage of these funds and provide the results to the Crown.

Method of payment for September 1, 2017 lump sum:

0.5% of earned wages in the 2016-17 school year as a lump sum payment to all teachers and occasional teachers of this bargaining unit who are employed or on an approved leave, paid sick leave or statutory leave as at September 1, 2017. This excludes employees whose income replacement would be impacted while on leave.

Permanent employees and Long Term Occasionals on a statutory leave for any part of 2016-17 will not be adversely affected. The lump sum of 0.5% of annualized 2016-2017 salary/wages will be adjusted as if they earned their normal salary/wage for the period of the time on the statutory leave.

SUBJECT TO ERRORS AND OMISSIONS 2017-02-01

Employees on an approved deferred salary leave in the 2017-2018 year on September 5, 2017, (e.g. 4 over 5) shall nevertheless receive a lump sum of 0.5% of wages paid in 2016-2017.

The lump sum payment shall be provided by November 1, 2017.

For clarity, September 1, 2017 and September 1, 2018 are intended to reflect the first day of the school year.

#### **6. DAILY OCCASIONAL TEACHERS RATES**

While maintaining the current rate of compensation, the school boards listed in Schedule A shall express their existing daily occasional teacher rates as a percentage of the lowest step in A1, consistent with the example in Appendix "A".

#### **7. SPECIAL EDUCATION SYSTEM INVESTMENT**

The Crown will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards make a system investment of approximately \$25 million in 2017-2018 which will continue in the 2018-2019 school year. These funds shall be used by school boards to address staffing for special education teachers.

#### **8. PRIORITIES FUND SYSTEM INVESTMENT**

The Crown will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system investment of approximately \$19.5 million in 2017-2018 which will continue in the 2018-2019 school year. These funds shall be used in school boards as follows:

- a. Professional learning for Occasional Teachers (one day in each year of the extension)
- b. Early years special education needs support
- c. Indigenous student support
- d. Support for wellbeing and "at risk" students
- e. Support for English language learners

After the allocation of funds for professional learning for occasional teachers and failing consensus among the Joint Staffing Committee, or equivalent where a joint staffing committee does not exist, the board shall allocate the remaining funds consistent with (b), (c), (d), and/or (e) above, based on student needs.

9. For each of 7 and 8 above, the following shall apply:

SUBJECT TO ERRORS AND OMISSIONS 2017-02-01

- Each board and local shall meet and discuss within the context of the joint staffing committee or equivalent where a joint staffing committee does not exist to determine the use of funds. The board will share the total allocations of funds to be used for ETFO. It is agreed that these funds are to be used for ETFO teachers and consistent with student needs.
- Staffing processes used as a result of this additional funding shall be consistent with school boards' existing staffing processes.

#### 10. INDIVIDUAL EDUCATION PLANS (IEPs)

The Crown shall recommend to the Minister that Individual Education Plans (IEPs) updated or created within the first 30 instructional days of school as directed by *Regulation 181/98*, of the *Education Act* shall serve as the IEP update and distribution for the progress report card. Notwithstanding the foregoing, the IEP may be further updated at the discretion of the teacher.

#### 11. REPORTING VIOLENT INCIDENTS


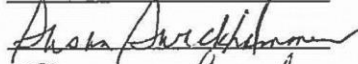
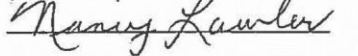
The parties agree that the half Professional Activity Day presently reserved for Health and Safety under Memorandum of Agreement #3 of the 2014-2017 central terms will include training on violent incident reporting. Material produced by the Provincial Working Group on Health and Safety may be used as resource material for this training. It is intended that the professional training monies in the priorities fund be used for occasional teachers to attend and be paid for this training once during the term of this extension agreement.


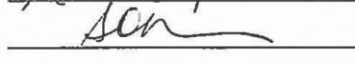

#### 12. EXISTING TERMS AND CONDITIONS

Unless amended by this Memorandum of Settlement or unless expressly provided otherwise, the central and local terms and conditions of each collective agreement between ETFO and each District School Board shall continue in effect until August 31, 2019, subject to any applicable statutory freeze period. For purposes of clarity, any provision in any collective agreement between ETFO and a District School Board which provides for the expiry of a central or local term on August 31, 2017, shall be deemed to provide for the expiry of such term on August 31, 2019 subject to any applicable statutory freeze period.

Signed this 2nd day of February, 2017

ETFO

SUBJECT TO ERRORS AND OMISSIONS 2017-02-01

_____	_____
_____	_____
_____	_____

OPSBA

James Edwards

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CROWN

J. B. G. G.

SUBJECT TO ERRORS AND OMISSIONS 2017-02-01



**APPENDIX "A"**

Example #1: current daily rate = \$241.81, A1 step 0 = \$46,911

$(241.81) / (46,911/194) = 100\%$

Example #2: current daily rate = \$223.83, A1 step 0 = \$46,432

$(223.83) / (46,432/194) = 93.52\%$

Durham DSB  
Grand Erie DSB  
Greater Essex DSB  
Halton DSB  
Keewatin Patricia DSB  
Near North DSB  
Ottawa Carlton  
Rainy River  
Renfrew  
Toronto A (<100 days)  
Toronto B (>100 days)  
Trillium Lakelands DSB  
Upper Canada DSB  
York DSB

SUBJECT TO ERRORS AND OMISSIONS 2017-02-01

CONFIDENTIAL to LABOUR RELATIONS

Appendix B - 2017-18 Investments in System Priorities for Teachers * - ETFO			ESTIMATED SHARE OF INVESTMENTS			
Index	DSB No	DSB Name	Special Education Investment for Teachers		Priorities Fund System Investment	Total
1	1	DSB Ontario North East	\$ 174,235	\$	88,556	\$ 262,791
2	2	Algoma DSB	\$ 221,107	\$	130,784	\$ 351,891
3	3	Rainbow DSB	\$ 274,668	\$	163,125	\$ 437,794
4	4	Near North DSB	\$ 240,939	\$	141,371	\$ 382,309
5	5.1	Keewatin-Patricia DSB	\$ 130,250	\$	54,363	\$ 184,613
6	5.2	Rainy River DSB	\$ 75,556	\$	34,480	\$ 110,036
7	6.1	Lakehead DSB	\$ 205,385	\$	120,986	\$ 326,372
8	6.2	Superior-Greenstone DSB	\$ 38,087	\$	13,389	\$ 51,476
9	7	Bluewater DSB	\$ 342,472	\$	232,783	\$ 575,254
10	8	Avon Maitland DSB	\$ 288,612	\$	222,166	\$ 510,777
11	9	Greater Essex County DSB	\$ 669,893	\$	532,056	\$ 1,201,949
12	10	Lambton Kent DSB	\$ 408,955	\$	311,497	\$ 720,492
13	11	Thames Valley DSB	\$ 1,401,400	\$	1,080,471	\$ 2,491,871
14	12	Toronto DSB	\$ 4,493,224	\$	3,521,504	\$ 8,014,728
15	13	Durham DSB	\$ 1,269,760	\$	1,042,178	\$ 2,311,939
16	14	Kawartha Pine Ridge DSB	\$ 617,049	\$	462,505	\$ 1,079,554
17	15	Trillium Lakelands DSB	\$ 327,383	\$	223,843	\$ 551,226
18	16	York Region DSB	\$ 2,051,877	\$	1,924,839	\$ 3,976,716
19	17	Simcoe County DSB	\$ 1,016,580	\$	776,419	\$ 1,792,998
20	18	Upper Grand DSB	\$ 607,024	\$	473,093	\$ 1,080,117
21	19	Peel DSB	\$ 2,839,820	\$	2,453,824	\$ 5,293,644
22	20	Halton DSB	\$ 1,083,049	\$	989,080	\$ 2,072,129
23	21	Hamilton-Wentworth DSB	\$ 959,826	\$	739,940	\$ 1,699,766
24	22	DSB of Niagara	\$ 675,967	\$	535,252	\$ 1,211,219
25	23	Grand Erie DSB	\$ 504,130	\$	370,980	\$ 875,110
26	24	Waterloo Region DSB	\$ 1,142,687	\$	920,371	\$ 2,063,058
27	25	Ottawa-Carleton DSB	\$ 1,243,326	\$	989,919	\$ 2,233,245
28	26	Upper Canada DSB	\$ 540,050	\$	382,597	\$ 922,647
29	27	Limestone DSB	\$ 378,256	\$	279,583	\$ 657,838
30	28	Renfrew County DSB	\$ 213,040	\$	124,221	\$ 337,261
31	29	Hastings and Prince Edward DSB	\$ 311,394	\$	225,778	\$ 537,172
32	30.1	Northeastern Catholic DSB	\$ -	\$ -	\$ -	\$ -
33	30.2	Nipissing-Parry Sound Catholic DSB	\$ -	\$ -	\$ -	\$ -
34	31	Huron-Superior Catholic DSB	\$ -	\$ -	\$ -	\$ -
35	32	Sudbury Catholic DSB	\$ -	\$ -	\$ -	\$ -
36	33.1	Northwest Catholic DSB	\$ -	\$ -	\$ -	\$ -
37	33.2	Kenora Catholic DSB	\$ -	\$ -	\$ -	\$ -
38	34.1	Thunder Bay Catholic DSB	\$ -	\$ -	\$ -	\$ -
39	34.2	Superior North Catholic DSB	\$ -	\$ -	\$ -	\$ -
40	35	Bruce-Grey Catholic DSB	\$ -	\$ -	\$ -	\$ -
41	36	Huron-Perth Catholic DSB	\$ -	\$ -	\$ -	\$ -
42	37	Windsor-Essex Catholic DSB	\$ -	\$ -	\$ -	\$ -
43	38	London District Catholic School Board	\$ -	\$ -	\$ -	\$ -
44	39	St. Clair Catholic DSB	\$ -	\$ -	\$ -	\$ -
45	40	Toronto Catholic DSB	\$ -	\$ -	\$ -	\$ -
46	41	Peterborough V N C Catholic DSB	\$ -	\$ -	\$ -	\$ -
47	42	York Catholic DSB	\$ -	\$ -	\$ -	\$ -
48	43	Dufferin-Peel Catholic DSB	\$ -	\$ -	\$ -	\$ -
49	44	Simcoe Muskoka Catholic DSB	\$ -	\$ -	\$ -	\$ -
50	45	Durham Catholic DSB	\$ -	\$ -	\$ -	\$ -
51	46	Halton Catholic DSB	\$ -	\$ -	\$ -	\$ -
52	47	Hamilton-Wentworth Catholic DSB	\$ -	\$ -	\$ -	\$ -
53	48	Wellington Catholic DSB	\$ -	\$ -	\$ -	\$ -
54	49	Waterloo Catholic DSB	\$ -	\$ -	\$ -	\$ -
55	50	Niagara Catholic DSB	\$ -	\$ -	\$ -	\$ -
56	51	Brant Haldimand Norfolk Catholic DSB	\$ -	\$ -	\$ -	\$ -
57	52	Catholic DSB of Eastern Ontario	\$ -	\$ -	\$ -	\$ -
58	53	Ottawa Catholic DSB	\$ -	\$ -	\$ -	\$ -
59	54	Renfrew County Catholic DSB	\$ -	\$ -	\$ -	\$ -
60	55	Algonquin and Lakeshore Catholic DSB	\$ -	\$ -	\$ -	\$ -
61	56	CSD du Nord-Est de l'Ontario	\$ -	\$ -	\$ -	\$ -
62	57	CSD du Grand Nord de l'Ontario	\$ -	\$ -	\$ -	\$ -
63	58	CS Viamonde	\$ -	\$ -	\$ -	\$ -
64	59	CÉP de l'Est de l'Ontario	\$ -	\$ -	\$ -	\$ -
65	60.1	CSD catholique des Grandes Rivières	\$ -	\$ -	\$ -	\$ -
66	60.2	CSD catholique Franco-Nord	\$ -	\$ -	\$ -	\$ -
67	61	CSD catholique du Nouvel-Ontario	\$ -	\$ -	\$ -	\$ -
68	62	CSD catholique des Aurores boréales	\$ -	\$ -	\$ -	\$ -
69	63	CS catholique Providence	\$ -	\$ -	\$ -	\$ -
70	64	CSD catholique Centre-Sud	\$ -	\$ -	\$ -	\$ -
71	65	CSD catholique de l'Est ontarien	\$ -	\$ -	\$ -	\$ -
72	66	CSD catholique du Centre-Est de l'Ontario	\$ -	\$ -	\$ -	\$ -
Estimated Totals			\$ 24,746,041	\$ 19,591,952	\$ 44,337,993	

\*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.

- Figures shown reflect best estimates available at this time.

- Investments in System Priorities is time-limited and will only be provided for the term of the extension (2017-18 and 2018-19).

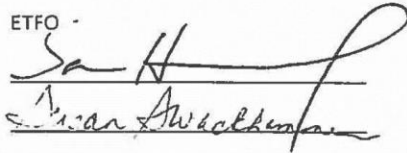
CONFIDENTIAL

Further to discussions regarding a contract extension for ETFO teachers and education workers, the parties and the Crown confirm the following commitments:

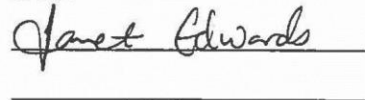
1. The parties and Crown will work to develop a joint agenda item for the next Provincial Working Group on Health and Safety meeting to discuss with the full group a plan to develop and deliver training material for the sector, based on the PWGHS's placemat on Reporting Violent Incidents.
2. Where the teachers or education workers agreements require an employer to provide a permanent or long term occasional employee who is eligible, consistent with the restrictions contained within the relevant articles, with 100% of salary for not less than 8 weeks of leave, less any amount received under the Employment Insurance Act during that period, these obligations are unaffected by any changes in the employment insurance waiting period.
3. Nothing in the extension agreement limits the rights of local parties under s.58 (5) of the *Ontario Labour Relations Act*.

Dated this 2<sup>nd</sup> day of February 2017

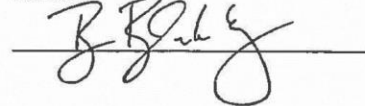
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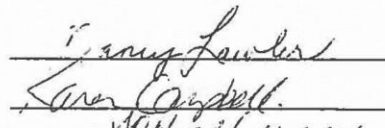
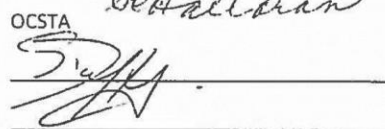
  
Sharon A. Wickham

OPSBA

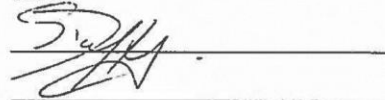
  
Janet Edwards

CROWN

  
B. B. G. G.

  
Sharon A. Wickham  
  
Janet Edwards

OCSTA

  
B. B. G. G.