

**Elementary Teachers of Toronto
2022-2026 Local Bargaining Tentative Agreement**

Article	Sign Off
	<p>***HOUSEKEEPING Review and change any pronouns from he/she or him/her to they/their/them in the collective agreement that weren't changed in the last round of bargaining.</p>
L - A.2.1	<p><u>HOUSEKEEPING</u> L - A.2.1 a) (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.</p>
L - A.3.1. (n)	<p><u>HOUSEKEEPING</u> DEFINITIONS L - A.3.1. (n) "Chair" As means 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</p>
L - A.3.1. (y)	<p><u>HOUSEKEEPING</u> L - A.3.1. (y) A "Central Assignment" means an 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.</p>
L - A.3.1. (z)	<p><u>HOUSEKEEPING</u> L - A.3.1. (z) "School of Record" is means the school to which a teacher is assigned as recorded on the seniority list.</p>
L - A.7.12.	<p><u>HOUSEKEEPING</u> <u>Step A Step 1</u> 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 <u>Step 2</u>. (c) The Union shall inform the Board in writing of the intention to proceed with the grievance to Step B <u>Step 2</u></p>

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L - A.7.13.	<p><u>HOUSEKEEPING</u> Step B <u>Step 2</u> 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 <u>Step 2</u>, which shall be within 50 <u>school</u> days of initial filing of the grievance, the Union will notify the Board in writing of its intent to proceed to arbitration.</p>
L - A.7.14.	<p><u>HOUSEKEEPING</u> L - A.7.14. The Board or the Union may initiate a policy or group grievance beginning at Step B <u>Step 2</u> 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.</p>
L - A.7.15.	<p><u>HOUSEKEEPING</u> L - A.7.15. The time within which such grievance may be brought may extend up to 90 <u>school</u> 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.</p>
Step C- Arbitration	<p><u>HOUSEKEEPING</u> Step C- Arbitration <u>Step 3- Arbitration</u></p>
L – D.6.1	<p>L – D.6.1 (n) Teachers remaining school surplus will, where possible, be placed administratively in available vacancies. Such Placements will be based on seniority and qualifications.</p> <p>(n) Prior to the surplus placement procedure, school surplus teachers shall be provided with a list of all known vacancies. The teachers will complete the Board’s form for ranking preferences by the due date. The Board will make surplus placements based on the form provided by surplus teachers in order of seniority, subject to qualifications.</p> <p>(s) Part-time teachers shall be given an opportunity to request an am or pm assignment.</p>
L - DEFINITIONS	<p>L – A. ee) Reorganization refers to restructuring of classes as per Section 3(1) of the O. Reg. 132/12 under Education Act, R.S.O. 1990.</p>
L - D.6.5	<p>L - D.6.5 Reorganization</p>

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	<p>In the event of Reorganization, the School Staffing Committee will be reconvened to discuss the allocation change within the timelines set by the Board. The School Staffing Committee will be provided with the new allocation.</p> <p>Seniority provisions, subject to qualifications (examples French as a Second Language, Library, Special Education, English as a Second Language.), apply regarding the determination of school surplus.</p> <p>Surplus Teachers will be provided with a preference sheet to indicate assignment and Family of Schools (FOS) preferences (up to 3) within their current Learning Centre.</p> <p>Subject to the teacher holding the necessary qualifications, placements will be made in accordance with the Teacher’s seniority, assignment and Family of Schools preferences.</p>
<p>L - D.7.1</p>	<p>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.</p> <p>A School Staffing Committee shall be established in every school:</p> <p>(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.</p> <p>(b) The principal and vice-principal(s) of the school and Union Steward shall also be members of the School Staffing Committee</p> <p>c) The term of office of the Teacher representatives on the School Staffing Committee shall be November 1 to October 31 begin on September 15 of the current school year and ends on September 14 of the following school year. If any of the Teacher representatives resign from the committee, are transferred to another school, or go on leave, the Teachers of the school shall elect a replacement from their number.</p> <p>(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.</p> <p>e) The School Staffing Committee shall meet more than once during the Spring Staffing process and engage in conversation in the areas as outlined in L – D.7.2.</p>
<p>L – D.7.2.1</p>	<p>L – D.7.2.1 The school staffing committee shall be provided with information on the projected enrolments, staff allocations and the master school timetable as soon as available</p>
<p>LOU Re: Staffing Committee (L -</p>	<p>Letter of Understanding Re: Staffing Committee (L - D.7.0) Best Practices</p>

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<p>D.7.0) Best Practices</p>	<p>The Board and the Union shall strike a committee of four (4) Board representatives and four (4) Union representatives to discuss and jointly develop best practices around the matters the Committee has to concern itself with as defined under Article L – D.7.2 of the Staffing Committee. The committee will meet four (4) times.</p> <p>The Committee will produce a best practices document within six (6) school calendar months after the ratification of the Collective Agreement. The best practices will be disseminated to all school Administrators.</p> <p>This Letter of Understanding expires August 30, 2026.</p>
<p>LOU RE: Best Practices for Addressing Unfilled Jobs</p>	<p>Letter of Understanding RE: Best Practices for Addressing Unfilled Jobs</p> <p>The Elementary Concerns Committee will discuss and create best practices to be used 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. The best practices will be disseminated to all principals.</p> <p>This Letter of Understanding will expire August 30, 2025.</p>
<p>L – D.7.3</p>	<p>L – D.7.3 Prior to a staff meeting, the School Staffing Committee will make available a copy of the proposed staffing model(s) to each Teacher for the purpose of consultation and discussion before the principal finalizes the staffing model. The proposed model(s) will include and define all positions (including preparation time delivery positions). At a minimum teaching assignments will clearly define the majority of subjects and grades to be taught. The model will also highlight any assignment that can be split for part time purposes. 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.</p>

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<p>LOU Re: Abnormal Letter of Understanding Re: Abnormal Classroom Heat Conditions Classroom Heat Conditions Conditions</p>	<p>The Board will develop guidelines by April 30, 2025 to inform school and staff approach for addressing abnormal classroom heat conditions when Environment Canada issues a heat advisory for City of Toronto. The Board shall disseminate the guidelines to all principals. The Board shall ask the Union for input into the guidelines.</p> <p>The Principal will share the guidelines with Teachers during each school year.</p> <p>The guidelines will include recommendations for strategies teachers can utilize when their professional judgement deems appropriate in conversation with their principal.</p> <p>This Letter of Understanding expires August 30, 2025.</p>
<p>NEW</p>	<p>XX. A newly hired Teacher who has taught for the Board as a daily Occasional Teacher, and subsequently becomes employed as a Teacher with the Board, shall be granted point one (0.1) year of experience for every thirty (30) days of teaching in TDSB as a daily Occasional Teacher in the previous three (3) school years prior to their hiring as a teacher up to a maximum of one (1) year.</p>
<p>NEW</p>	<p>L – A. Consultation means to share relevant information in a timely manner with the intent to engage in meaningful discussions, allowing for an opportunity to provide input and feedback within the designated system timelines, including sharing the reason for the decision, prior to implementation. It is understood that in the case of the Ministry mandated initiatives the consultation process may be impacted.</p> <p>For clarity, relevant system level information is limited to publicly available data at the Board of Trustee meetings.</p> <p>For the purposes of staffing, the relevant information would be limited to the Teacher school allocation sheet for the school, the number of available classrooms, and the number of portables, if available.</p> <p>For further clarity, for the purposes of timely manner, the time commences from the time the principal is in receipt of the information.</p> <p>This definition only applies to where consultation appears in the following clauses:</p> <p>L-D.6.1 Transfer Procedures L-D.7.1, D.7.3, D.7.6, D.7.6.1 , D.7.6.3 School Staffing Committee L-D.13.1 Staffing L-D.21.1 Report Cards</p>

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L - C.12.1	<p>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. Commencing in the 2025-2026 school year, there shall be one professional development day out of the Ministry mandated professional development days on the last day of the school year.</p>
L-C.12.2	<p>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. Each school shall have a professional development committee comprised of the principal and vice-principal(s) of the school and up to three (3) E.T.T. members, as selected by the teachers. The committee will only concern itself with discussing professional development for the school year. Discussions will be focused on the School Improvement Plan, TDSB Multi-Year Strategic Plan and professional development areas identified by Teachers at the school through a survey of all Teachers, completed by the first Friday of October and results shared with teaching staff.</p>
NEW LOU Re: Special Education	<p>Letter of Understanding Re: Special Education</p> <p>The Board and the Union agree to extend the Elementary Concerns Committee once every three (3) months by forty-five (45) minutes and devote this time to discussion of Special Education issues. The Board shall invite the Executive Superintendent of Special Education or designate to attend.</p>
NEW LOU Re: Mental Health Awareness Training	<p>Letter of Understanding Re: Mental Health Awareness Training</p> <p>The Board shall explore making mental health awareness training available to its administrators.</p>
NEW LOU Re: Home Assignments	<p>Letter of Understanding Re: Home Assignments</p> <p>On a monthly basis, the Board will provide a list to the union of all Teachers who have been placed on paid home assignment in that month, as a result of an investigation.</p>
NEW LOU Re: PR560 Investigations	<p>Letter of Understanding Re: PR560 Investigations Resource</p> <p>The Board agrees to develop a resource prior to June 30, 2025 for Teachers undergoing PR560 investigations. The Board shall seek the input from the Union into the development of the resource.</p>

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NEW LOU Bloorview School Authority	Re: Letter of Understanding Re: Bloorview School Authority 1. Teachers may be seconded to the Bloorview School Authority. 2. Secondments are through an expression of interest and subject to approval by the Board. 3. Secondments may be for a period of up to two (2) years. The Teacher can apply for the renewal of the secondment beyond two (2) years and approval of the renewal shall be at the discretion of the Board. Such requests for renewals shall not be unreasonably denied.
L - A.5.2.	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 - D.15.5. L - D.15.6. L - D.15.7.	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 45 30 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 45 30 school days after the loss of the preparation time and in any event within the same school year. L - D.15.6. Effective September 1, 2025, the Board shall implement a tracking mechanism for missed preparation time. L - D.15.7. Professional Activity days shall not be considered instructional days for the purpose of scheduling preparation time.
NEW LOU Re: Missed Preparation Time Tracking	Letter of Understanding Re: Missed Preparation Time Tracking The Board shall develop a tracking mechanism prior to June 30, 2025 viewable by Teachers for their own missed preparation time under Article L - D.15.5. The Board shall seek input from the Union into the development of the tracking mechanism. The tracking mechanism shall be piloted prior to June 30, 2025 and implemented in September 2025.

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<p>NEW LOU Re: Truth and Reconciliation</p>	<p>Letter of Understanding Re: Truth and Reconciliation</p> <p>The parties recognize the importance of Truth and Reconciliation and calls to action. The parties agree to strike a committee of four (4) members each to identify ways to align the collective agreement with the calls to action for the National Truth and Reconciliation.</p>
<p>NEW</p>	<p>D.4.1.1 By November 1 of each school year, upon request from the Union, the Board shall provide the Union with the names of each Teacher and their school who is on the Teacher Performance Evaluation and New Teacher Induction Program list in that school year.</p>
<p>LOU Renewals</p>	<p>Letters of Understanding</p> <p><u>Re: Peer Coaching and Mentoring [RENEW]</u></p> <p>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.</p>
	<p><u>Re: LTDI Plan [RENEW]</u></p> <p>Effective September 1, 2009, enrolment in the LTDI Plan, provided by the Union, shall be a condition of employment.</p>
	<p><u>Re: Closing School Staffing Process [RENEW]</u></p> <p>The Closing School Staffing Process timelines will be reviewed as part of the Surplus Transfer Process Notes and Explanations.</p>
	<p><u>Re: Workplace Violence and Harassment Prevention Program [RENEW]</u></p> <p>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.</p>

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	<p><u>Re: Teacher Exchange Transfer [RENEW]</u></p> <p>The teacher exchange transfer timelines will be reviewed annually as part of the Surplus Transfer Process Notes and Explanation.</p>
	<p><u>Re: New Teachers [RENEW]</u></p> <p>The Board shall provide ETT with a list of all new teachers after the reorganization date on or about October 15.</p>
	<p>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 made by January 30th, 20<u>21</u></p>
	<p><u>Re: School Climate and Safety [RENEW]</u></p> <p>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.</p>
	<p><u>Re: Workplace Harassment and Discrimination Issues: [RENEW]</u></p> <p>At two ECC meetings a year, members of the Boards' Human Rights Office will meet to discuss best practices in managing workplace harassment and discrimination issues.</p> <p>Agreed upon best practices will be shared.</p>