

COLLECTIVE AGREEMENT

between

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

and

**The Elementary Teachers'
Federation of Ontario (ETFO)
(representing Elementary Occasional Teachers)**

and Supplementary Information

September 1, 2014 – August 31, 2019

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 30 day of June, 2017.

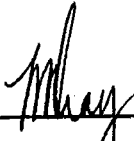
Toronto District School Board



Chair



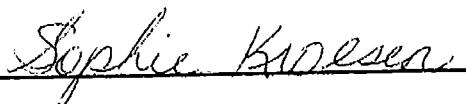
Director of Education and Secretary-Treasurer



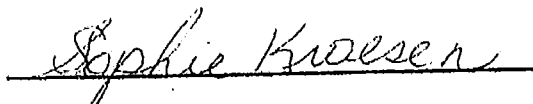
Chief Negotiator

Elementary Teachers' Federation of Ontario

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



President



Chief Negotiator



ETFO Staff

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ETFO OCCASIONAL 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).

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

- a) The parties to the central agreement have entered into an extension agreement pursuant to the provisions of section 41.1 of the *School Boards Collective Bargaining Act* which agreement is attached as Appendix B.
- b) In accordance with Section 41(1) of the *School Boards Collective Bargaining Act*, the term of this collective agreement, including central terms and local terms, shall be from September 1, 2014- August 31, 2019.
- c) The provisions of the extension agreement modify the provisions of the central agreement as set out therein and form part of the central terms of the collective agreement entered into between the parties. Where a conflict exists between the terms of the central agreement and extension agreement, the provisions of the extension agreement govern.

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*, 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*, 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 within such greater period agreed upon by the parties; or 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 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 “Central Parties” shall be defined as the Ontario Public School Boards’ Association (OPSBA) and the Elementary Teachers’ Federation of Ontario (ETFO).
- c) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- d) 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 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The Teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of fifty-eight (58) less the teacher's age as at June 30, 2016.
- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by two percent (2%) if they chose the early gratuity payout.

C6.00 BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement #6. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C6.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.

C6.2 Cost Sharing

- a) With respect to the funding in C6.1a), should there be an amount of employee co-pay, the Trust shall advise boards what that amount shall be. Unless advised otherwise, there will be no deductions upon the Participation Date.
- b) Any further cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C6.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C6.4 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.

C6.5 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C7.00 SICK LEAVE

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.

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 STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.

- iii. Where 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.

Note: The following is added effective January 1, 2017:

Access to the new allocation provided as per paragraph 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.

- 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 his/her FTE, the Teacher will continue to access any unused sick leave days or STLDLP days from the previous school year's allocation.

Note: The following is added effective January 1, 2017:

In the event 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 his/her 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 STLDLP 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 STLDLP.
- 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 STLDL.
- v. When Teachers use any part of an STLDL day they may access their top up bank to top up their salary to one hundred percent (100%).

f) Sick Leave and STLDL 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 STLDL allocation pro-rated. Teachers eligible to access STLDL 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 STLDL 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/STLDL 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 STLDL from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDL. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDL.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her

limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).

- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C8.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C8.1 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.
- C8.2 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.
- C8.3 The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C8.4 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.

C9.00 MINISTRY/SCHOOL BOARD INITIATIVES

ETFO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

C10.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C10.00, 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.

C11.00 STATUTORY LEAVES OF ABSENCE/SEB

C11.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care 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*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- 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 and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Family Medical Leave or Critically Ill Child Care 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 E.I. 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 E.I. 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 E.I. benefits during the absence period as specified in this plan.

- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C11.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% of salary for not less than (8) weeks of pregnancy leave less any amount received under the Employment Standards Act during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for employment insurance 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 benefit 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 she has applied for and is in receipt of employment insurance 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 Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a teacher begins pregnancy leave while on an approved leave from the employer, the above pregnancy leave benefits provisions apply.

C12.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

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

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

AND

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

RE: Sick Leave

The parties agree that any current 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, 2014.

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.

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

The parties agree that it is critical that the process to gain long-term occasional assignments and permanent positions be fair and transparent.

1. The parties and the Crown agree that hiring for long term occasional and permanent positions shall be as set out in Regulation 274 under the Ontario Education Act. Regulation 274 remains in force.
2. The parties agree to meet to further discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.
 - a. The Committee shall address the following issues, including but not limited to:
 - i. the size of the LTO list
 - ii. the number of interview cycles
 - iii. the interview process
3. The parties agree to the following provisions for the term of this collective agreement:
 - a. Following the interview to the LTO List, unsuccessful candidates who make the request shall be debriefed within thirty (30) days of the interview and recommendations shall be made to help enhance professional growth that may lead to successful placement on the LTO List in the future.
 - b. The local parties may, if they choose, negotiate a capped roster.
 - c. A relocating permanent Teacher who has been employed by a public school board in Ontario may apply to another Board to be placed on the LTO List and shall be granted an interview.
 - d. Where an occasional teaching assignment extends beyond the number of LTO threshold days identified in the local collective agreement, the Board may

continue the occasional teacher in the assignment if the teacher is qualified and is on the LTO list, unless the local parties have mutually agreed otherwise.

e. Information Disclosure to the Occasional Teacher Local Unit

The Board shall provide the following information to the Union, upon request, as it relates to the Long Term Occasional Teacher List, Long Term Occasional Teacher assignments, and permanent teaching positions:

- i. the job posting at the time the posting is circulated in the system;
- ii. the job number/position title and the list of any applicants for the posting within three (3) weekdays following the closing of the posting;
- iii. names of successful applicants.

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Occasional Teacher Ability to Lock the Classroom Door

School boards will achieve the compliance level regarding Occasional Teacher ability to lock and unlock the classroom door as set out in the Provincial Model for a Local Police/School Board Protocol (2015) by December 31, 2015.

ETFO may raise the failure to comply with the Central Labour Relations Committee.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Employment Insurance (E.I.) Rebate

The parties agree that where the E.I. rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo for this round of bargaining.

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Special Education Committee

The parties agree to establish a committee comprised of representatives from ETFO, the Ministry of Education and school board leadership in the area of special education. Additional representatives may be invited as resources to the committee as needed. The committee will discuss current issues as identified by the parties related to supporting students with special education needs.

The committee 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.

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 1/12th 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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

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 2008-12 local collective agreements, subject to modifications made during local bargaining in 2013. 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*.

Issues:

1. Student Supervision
2. Central Issues as they affect Occasional Teacher Workload
3. Days to Long Term Occasional
4. Formula for Daily Rate
5. Other Direct Compensation
6. Class Size for All Grades
7. Staffing Levels
8. Teaching Principals and Vice-Principals
9. Return to the Teacher Bargaining Unit
10. Job Security
11. Preparation Time
12. Scheduling of Professional/Learning/Development, mandatory training
13. Staff Meetings

BETWEEN

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

AND

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

RE: Status Quo Central Items Requiring Amendment and Incorporation

The following four central issues have not been modified during this round of collective bargaining and remain status quo. These provisions must be incorporated by local parties to align the terms of the 2012-14 MOU provisions with previously existing local terms. Below please find specific direction for local parties to ensure that the entirety of the provision is contained in the collective agreement, eliminating the need to refer to previous source documents.

1. Short Term Paid Leaves

2014-17 collective agreement terms shall incorporate the short term paid leave of absence provisions in the 2008-12 Collective Agreement and including modifications made during local bargaining in 2013, that utilized deduction from sick leave, for reasons other than personal illness. Such leaves shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Provisions should reflect any local limits to these leaves that were in place. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If Teachers/Occasional Teachers were entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

3. Pregnancy Leave Benefits

Where superior provisions exist, as a result of the meshing of the 2012 MOU with any superior provisions that existed in the 2008-2012 collective agreements, they must be incorporated into the common central provisions in Article 11.2 of Part A of this agreement and the resulting article placed in Part B of this agreement.

4. Salary, Wages and Direct Compensation

Provisions related to salary, wages and direct compensation remain status quo to those in effect on September 1, 2014 except as amended by the Memorandum of Settlement between the parties dated November 2, 2015.

The four issues identified above shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

ETFO OCCASIONAL TEACHERS - PART B: LOCAL TERMS

1.0.0. PURPOSE OF THE AGREEMENT

- 1.1.0. It is the intent of the parties and the purpose of this Agreement to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and to provide a procedure for the equitable settlement of grievances between the parties.

2.0.0. RECOGNITION

- 2.1.0. The Board recognizes the Elementary Teachers' Federation of Ontario, hereinafter referred to as the Union, as the bargaining agent for the bargaining unit defined in the Education Act, s.277.3(1)2.
- 2.2.0. The Union will, from time to time, inform the Board, in writing, as to who is authorized to act on behalf of the Union.

3.0.0. RELATIONSHIP

- 3.1.0. Save and except to the extent specifically modified and limited by any provisions of this Agreement, the Board retains the exclusive right to manage its affairs and schools.
- 3.2.0. Both the Board and the Union shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the Board's Human Rights policies and procedures.
- 3.2.1. The Board shall make reasonable efforts to ensure that every Occasional Teacher is free from harassment and discrimination in the workplace.
- 3.2.2. The Board and Local recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.
- 3.2.3. The Board's policies and procedures will be followed in addressing workplace safety incidents. The appropriate workplace safety forms will be made available at the time of reporting. The Principal, Occasional Teacher and the Union may meet to review the Supervisor's Workplace Violent Incident Investigation Report and discuss safety strategies.
- 3.3.0. No Occasional Teacher shall be dismissed or disciplined by way of demotion, transfer, letter of reprimand, suspension without pay or the withholding of pay without just cause and such cause shall be provided to the Occasional Teacher in writing.
- 3.4.0. There shall be no discrimination against an Occasional Teacher because of an Occasional Teacher's participation in the lawful activities of the Union.
- 3.5.0. A letter of Concern or discipline shall be provided to the Occasional Teacher at the time of the follow up meeting, subsequent to the Opportunity to Respond meeting, and prior to being placed in the personnel file.

- 3.5.1. Prior to any disciplinary action, the Board representative shall advise the Occasional Teacher that s/he has the right to Union representation at a meeting to discuss the matter.

4.0.0. TERM OF THE AGREEMENT

See Part A: Central Terms – C.3.2 – Term of Agreement

5.0.0. DEFINITIONS

- Throughout this Agreement, the use of capital letters at the beginning of words defined in 5.0.0. shall be for the purpose of indicating only that the words are given a defined meaning in this Agreement.
- 5.1.0. "Agreement" shall mean the collective agreement between the Board and the Union made pursuant to the Education Act.
- 5.2.0. "Board" shall mean the Toronto District School Board.
- 5.3.0. "Continuing Education Occasional Teacher" means an Occasional Teacher who substitutes for a continuing education teacher.
- 5.4.0. "Degreed Rate" shall mean the rate applicable to a Short Term Occasional Teacher who holds a university degree acceptable to the Board.
- 5.5.0. "Elementary Teachers" shall mean the elementary teachers employed by the Board that are not occasional teachers.
- 5.6.0. "Local" shall mean the Elementary Teachers' Federation of Ontario – Toronto Occasional Teachers' Local.
- 5.7.0. "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of 10 or more consecutive school days as a substitute for one teacher.
- 5.8.0. "Non-degreed Rate" shall mean the rate applicable to a Short Term Occasional Teacher who does not hold a university degree acceptable to the Board.
- 5.9.0. "Occasional Teacher" means a teacher employed to teach as a substitute for a teacher or temporary teacher but not for a continuing education teacher, but
- if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and
 - if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- 5.10.0. "Occasional Teacher List" means the list of Occasional Teachers who have been accepted by the Board as Occasional Teachers in the elementary panel.

- 5.11.0. "Predecessor Board" shall mean one of the boards which was consolidated into the Toronto District School Board in accordance with the Fewer School Boards Act, 1997.
- 5.12.0. "Short Term Occasional Teacher" means an Occasional Teacher who is not a Long Term Occasional Teacher.
- 5.13.0. "Union" shall mean the Elementary Teachers' Federation of Ontario.
- 5.14.0. When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

6.0.0. STRIKES AND LOCK-OUTS

- 6.1.0. There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Lock-out and strike shall have the same meaning as defined in the Ontario Labour Relations Act, R.S.O. 1990, as amended and Education Act R.S.O. 1990 as amended.

7.0.0. UNION DUES CHECK-OFF AND LOCAL LEVY

- 7.1.0. The Board shall deduct Union dues for every pay period for which an Occasional Teacher receives pay. Dues deducted in accordance with this article shall be forwarded to the General Secretary of the Elementary Teacher's Federation of Ontario, 136 Isabella St., Toronto, ON M4Y 0B5, within thirty (30) days of the dues being deducted. The Union shall annually inform the Board of the amount of such dues.
- 7.2.0. In addition to the regular Union dues referred to in 7.1.0., and upon submission of proof to the Board that the Local is authorized by its constitution to collect a local levy from its members, the Board shall deduct such levy from the pay of each Occasional Teacher and will remit such deduction directly to the Local within thirty (30) days of the levy being deducted. Such levy shall be a percentage of earnings.
- 7.3.0. A dues submission list shall accompany the remittances referred to above and shall include the Occasional Teacher's name, address, phone number, employee identification number, number of days worked in the pay period, gross earnings for the period covered by the dues submission list and the dues/levy deducted.
- 7.4.0. The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and/or the Local.

8.0.0. PROBATIONARY PERIOD

- 8.1.0. All Occasional Teachers when added to the Board's list of Occasional Teachers on or after January 1, 1998, shall serve a probationary period of 25 full-time equivalent teaching days worked in the elementary panel.

9.0.0. GRIEVANCE AND ARBITRATION PROCEDURE

- 9.1.0. Except for grievances based on a dispute that payment to an Occasional Teacher was in error, the grievance/arbitration procedures of this section shall not apply to Occasional Teachers who have not completed the probationary period.

9.2.0. Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

9.3.0. The terms of settlement of any grievance at any step shall be put in writing and signed by the parties to this Agreement.

Pre-grievance discussion

9.4.0. An Occasional Teacher or a group of Occasional Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the principal or immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.

9.5.0. In all discussions of the grievance, the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.

Step One

9.6.0. If no resolution is reached under 9.4.0, a grievance may be submitted in writing by the Union, on behalf of an Occasional Teacher or group of Occasional Teachers, at Step One within 20 school days of the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher or group of Occasional Teachers.

a) The grievance shall be submitted to the person designated by the employer with a copy to the principal or immediate supervisor.

b) The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of the complaint and the remedy sought.

c) The person designated by the employer shall meet with the Union within 10 school days of receipt of the grievance at a mutually agreeable time.

9.7.0. The Board or Union shall initiate a policy or group grievance by giving notice to the other party within 50 school days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.

9.8.0. The time within which such grievance may be brought may extend up to 50 school days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 50 school days preceding the end of the term of this Agreement.

9.9.0. For the purpose of this grievance procedure, the term "school day(s)" as used herein shall mean a day that is within the school year and is not a school holiday.

9.10.0. The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.

- 9.11.0. If the grievance is not settled within 10 school days of the meeting or after the written response has been given, if earlier than 10 school days, it may be referred to arbitration within 10 school days, notwithstanding 9.10.0.
- 9.11.1. The time limits provided for herein shall be calculated excluding the date the cause became known or reasonably ought to have been known to the grieving party.

Step Two - Arbitration of Grievance

- 9.12.0. Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Union may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its desire to submit this grievance to arbitration.
- 9.13.0. The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 school days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- 9.14.0. The two appointees, or in the case of a single arbitrator, representatives of the Board and 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, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or 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.
- 9.15.0. If a grievance concerns the discipline of an Occasional Teacher or dismissal for just cause, the arbitration board or single arbitrator may confirm the decision of the Board or reinstate the Occasional Teacher to the Occasional Teacher List or otherwise modify the penalty.
- 9.16.0. If there are several grievances concerning similar matters they may be heard or considered together as one grievance.
- 9.17.0. The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- 9.18.0. No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.19.0. Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

10.0.0. SALARIES

See Part A: Central Terms - Letter of Agreement #8

Short Term Occasional Teachers

- 10.1.0. A Short Term Occasional Teacher shall be paid a per diem rate according to the following schedule:

Effective August 31, 2012 - August 31, 2016	
0 – 100 Days	\$214.46
Over 100 Days	\$235.92

Effective September 1, 2016	
0 – 100 Days	\$216.61
Over 100 Days	\$238.28

Effective February 3, 2017	
0 – 100 Days	\$217.69
Over 100 Days	\$239.47

Effective September 1, 2017	
0 – 100 Days	\$220.90
Over 100 Days	\$243.06

Effective September 1, 2018	
0 – 100 Days	\$223.11
Over 100 Days	\$245.49

Effective February 1, 2019	
0 – 100 Days	\$225.34
Over 100 Days	\$247.94

Effective August 31, 2019	
0 – 100 Days	\$226.47
Over 100 Days	\$249.18

Note: All rates are inclusive of vacation and statutory holiday pay. The above rates include the negotiated general wage increases as follows:

Effective Date	% increase
September 1, 2014	0.0%
September 1, 2015	1.0% Lump Sum
September 1, 2016	1.0%
February 3, 2017	0.5%
September 1, 2017	1.5%
September 1, 2017	0.5% Lump Sum
September 1, 2018	1.0%
February 1, 2019	1.0%
August 31, 2019	0.5%

- 10.1.1. For purposes of 10.1.0., “Board” includes a Predecessor Board.

Long Term Occasional Teachers

- 10.2.0. A Long Term Occasional Teacher shall be paid in accordance with the salary grid set out in the current collective agreement for the Board’s Elementary Teachers and such payment shall be retroactive to the beginning of the term of this Agreement.

Such payment shall be inclusive of all vacation and statutory holiday pay.

Placement on the grid shall be in accordance with the Long Term Occasional Teacher’s recognized teaching experience and category placement following

confirmation by the Board of the appointment to the long term occasional teaching assignment.

Payment on the elementary teachers' salary grid shall be retroactive to the first day of the long term occasional teaching assignment.

The Long Term Occasional Teacher shall be paid as set out herein until the expiration of the long term occasional assignment.

- 10.2.1. In the event that a Long Term Occasional Teacher's appointment's termination abuts a scheduled professional activity day, she or he shall be paid for the professional activity day and shall be entitled to attend.
- 10.3.0. Recognized teaching experience shall include one tenth of a year for each 20 days of teaching in a long term occasional teaching assignment rounded to the nearest 1/10.
- 10.3.1. Recognized teaching experience shall include short-term elementary, daily occasional teaching experience with the Toronto District School Board obtained after September 1, 2006 such that each twenty (20) days of accumulated experience shall equate to one-tenth of a year of credit and shall be cumulative from year to year. It is understood that this calculation applies to grid placement for long-term occasional teaching assignments only.
- 10.4.0. In determining the category placement of a Long Term Occasional Teacher, the Board will be guided by the definitions set out in QECO #5 (in effect at September 1, 2008). No qualification may receive duplicate recognition.
- 10.5.0. It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with the teacher's certification rating statement and any supporting documents no later than the end of the long term occasional teaching assignment.
- 10.6.0. In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given five teaching days' notice or five days' pay in lieu of notice. This shall apply only if the termination occurs for reasons other than misconduct, disobedience or neglect of duty on the part of the Long Term Occasional Teacher.
- 10.7.0. A Professional Activity/Development Day shall not interrupt the continuity of a long term occasional teaching assignment.
- 10.8.0. Where an Occasional Teacher is in a Long Term Occasional Teaching assignment and has been suspended due to an investigation, the member shall continue to receive their Long Term Occasional Teacher rate of pay until the investigation is completed, or the end date of the Long Term Occasional assignment has been reached.

11.0.0. SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

See Part A: Central Terms – C7.00 - Sick Leave

- 11.1.0. A Long Term Occasional Teacher's absence for illness or injury for a period:

- 11.1.1. of five consecutive school days or less may require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery, or
- 11.1.2. of over five consecutive school days shall require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.
- 11.2.0. Subject to C7.00, for the purpose of the administration of these sick leave provisions, 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.
- 11.3.0. When a Long Term Occasional Teacher:
- is injured during the performance of his/her duties and;
 - is unable to perform such duties and;
 - receives approval for a temporary loss of earnings benefit under the Workplace Safety and Insurance Act;

the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received.

12.0.0. MISCELLANEOUS LEAVES

Bereavement Leave

- 12.1.0. Bereavement Leave shall be granted by the Director without loss of salary for up to three days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teacher's immediate family in order for the Long Term Occasional Teacher to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters, grandparents and grandchildren.
- 12.2.0. Bereavement Leave for one day without loss of salary will be granted to a Long Term Occasional Teacher to attend the funeral of a close friend or relative other than the relatives covered under 12.1.0.

Examination and Graduation

- 12.3.0. A Long Term Occasional Teacher who is scheduled to work and who has received the prior approval of the Director may be absent from duty without loss of salary as follows:
- 12.3.1. for the purpose of writing an examination the half day period during which the examination occurs, and
- 12.3.2. for the purpose of attending one's graduation or the secondary or post secondary graduation of a spouse, child or grandchild up to a full day.

Court Appearances

- 12.4.0. A Long Term Occasional Teacher who is absent during the long term occasional teaching assignment by reason of a summons to serve as a juror or a witness in any

court to which the Long Term Occasional Teacher has been summoned in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged shall be paid the applicable earnings under 10.2.0. during the period of such absence but not beyond the end of the assignment provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

Religious Holy Days

- 12.5.0. A Long Term Occasional Teacher may be absent without loss of salary for two religious holy days per school year during any long term occasional teaching assignment in that year.

13.0.0. INSURED EMPLOYEE BENEFITS

See Part A: Central Terms – C6.00 - Benefits

- 13.1.0. Subject to the conditions set out under 13.5.0. and 13.6.0., an Occasional Teacher who worked at least 80 full-time equivalent days as an Occasional Teacher for the Board in a school year shall, in the subsequent school year, be eligible to enrol and participate in each of the Insured Employee Benefit Plans as set out under 13.2.0., 13.3.0. and 13.4.0.

13.2.0. Extended Health Benefits

The Board shall provide an Extended Health Plan for eligible Occasional Teachers that shall continue the level of benefits in effect under the prior agreements, and which will include regular Extended Health Benefits with deductible feature of \$25 per individual and \$50 per family maximum. Subject to the above deductible, the Plan will also include:

health coverage while outside Canada, and

hearing aid benefits to a maximum of \$400 per person, and

eyeglasses (including contact lenses) benefits to a maximum of \$300 per person for a two year period.

13.3.0. Semi-private Hospital Care Benefits

The Board shall provide a Semi-private Hospital Care Plan for eligible Occasional Teachers.

13.4.0. Dental Health Care Plan

The Board shall provide a Dental Health Care Plan for eligible Occasional Teachers which shall include the following provisions:

A basic plan reimbursed at a level of 100% with a maximum of \$5,000 per person annually;

A major restorative rider, reimbursed at a level of 80% with a maximum combined with the basic plan of \$10,000 per person annually, and

An orthodontic rider, reimbursed at a level of 50% with an annual maximum of \$1,000 per person and a lifetime maximum of \$2,000 per person.

September 1, 2011, the benefits will be based upon the 2007 Ontario Dental Association Schedule of Fees for General Practitioners.

13.5.0. Application and Eligibility

13.5.1. Each eligible Occasional Teacher shall, not later than June 30 of each year, complete and return the benefits election form provided by the Board.

13.5.2. An eligible Occasional Teacher who elects to participate in one or more Employee Benefit Plans shall be a participant in the plan or plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:

(a) remains on the Board's list of Occasional Teachers;

(b) either remains available for work as an Occasional Teacher, or is absent

(i) due to illness as certified by an appropriate licensed medical or dental practitioner;

(ii) on a pregnancy or parental leave under the Employment Standards Act; or

(iii) on a WSIB claim, as a result of an injury sustained while working as an Occasional Teacher in the Toronto District School Board; or

(iv) as may be otherwise permitted by the Board.

(c) pays the Occasional Teacher's share under 13.6.0.

13.5.3. An Occasional Teacher currently enrolled in a Plan may continue participation in that Plan from the next September 1 to the following August 31 providing that the Occasional Teacher:

(a) works at least 80 full-time equivalent school days as an Occasional Teacher with the Board during the current school year; or

(b) is on a Pregnancy or Parental leave under the Employment Standards Act; or

(c) has completed and returned from a Pregnancy or Parental Leave under the Employment Standards Act;

and fulfills the conditions set out under 13.5.2

*NOTE: A day in receipt of WSIB Insurance is equivalent to a day worked if on the WSIB claim, as a result of an injury sustained while working as an Occasional Teacher for the Toronto District School Board.

13.5.4. If the Occasional Teacher fails to comply with any of the conditions of 13.0.0. the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under 13.0.0.

13.6.0. Premiums

13.6.1. Monthly premium costs for each Plan in which the eligible Occasional Teacher participates shall be shared as follows:

(a) The Board and the eligible Occasional Teacher shall each pay 50 per cent of the premium costs.

13.6.2. The eligible Occasional Teacher's share of the premium cost shall be paid according to the procedures determined by the Board.

14.0.0. EVALUATION OF AN OCCASIONAL TEACHER'S CLASSROOM TEACHING

14.1.0. An evaluation of Short Term Occasional Teacher may be made at the discretion of the Principal, Vice-Principal or a Supervisory Officer.

14.2.0. A Short Term Occasional Teacher will, under normal circumstances, be given two days prior notice of a classroom evaluation.

14.3.0. Any classroom evaluation of a Short Term Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Short Term Occasional Teacher within fifteen (15) school days using the Elementary Occasional Short Term Evaluation Form.

14.4.0. The Short Term Occasional Teacher will be given an opportunity to read the evaluation, to sign it, and make any written comments on or appended to the evaluation that the Short Term Occasional Teacher so desires.

14.5.0. The Short Term Occasional Teacher's signature will indicate only that the Short Term Occasional Teacher has read the evaluation.

14.6.0. The original signed evaluation form shall be kept on file in the Occasional Teacher's personnel file.

14.7.0. If, for any reason, the Short Term Occasional Teacher fails to sign the evaluation form, this shall be noted on the copy of the evaluation form maintained in the Occasional Teacher's personnel file.

14.8.0. A Long Term Occasional Teacher shall be evaluated in accordance with current practice.

15.0.0. PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS

15.1.0. A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity/Development Day will be paid for the day and will be required to participate in the scheduled professional activities approved by the Board for the regular day school teachers of the school in which the Long Term Occasional Teacher is employed.

15.2.0. A professional activity or development day shall not interrupt the count towards a determination of whether or not an assignment is a long term occasional teaching assignment.

15.3.0. By September 30th of each school year, the Board will provide upon request \$25,000 to the Local in order to provide professional development to its members.

NOTE: This is effective September 1, 2009

- 15.4.0. Occasional Teachers may access professional development being offered by the Board's Professional Learning Unit pending availability.

16.0.0. LATE CALLS

- 16.1.0. A Short Term Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request to report for such assignment provided that the Short Term Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the Short Term Occasional Teacher.
- 16.2.0. The written record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out late.
- 16.3.0. Except where otherwise indicated by the Board representative, an Occasional Teacher shall report for duty at least 15 minutes prior to the commencement of classes.

17.0.0. CALL-OUT ERROR

- 17.1.0. If a Short Term Occasional Teacher has been called in error for a half-day assignment, the Short Term Occasional Teacher shall be given a half-day's employment within his/her profile and be paid a half-day's pay for such employment.
- 17.2.0. If a Short Term Occasional Teacher has been called in error for a full day assignment, the Short Term Occasional Teacher shall be given a full day's employment within his/her profile and be paid a full day's pay for such employment.
- 17.3.0. The record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out in error.

18.0.0. OCCASIONAL TEACHER LIST

- 18.1.0. To be eligible for inclusion and to remain on the Occasional Teacher List, an Occasional Teacher must have and maintain a valid membership number issued by the Ontario College of Teachers.
- 18.2.0. Occasional Teachers shall notify the person designated by the employer, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 18.3.0. The Board shall, on or before October 15, January 15, April 15, June 30, provide the Union with a copy of an updated Occasional Teacher List which shall contain the name, employee number, address, telephone number, for each Occasional Teacher on the Occasional Teacher List.
 - 18.3.1. The Union agrees that its use of the information provided under 18.3.0. shall be used confidentially for Union purposes only.
- 18.4.0. An Occasional Teacher on the Occasional Teacher List may, with reason and 15 school days prior written notice, request to have that Occasional Teacher's name voluntarily removed from the Occasional Teacher List for a specified time period.

- 18.4.1. The 15 school days prior notice may be waived by the person designated by the employer in case of emergency or special circumstance.
- 18.5.0. Subject to the approval of the person designated by the employer, the Occasional Teacher's name may be transferred to the inactive list and shall be returned to the Occasional Teacher List at the conclusion of the specified time period.
- 18.5.1. Effective, September 1, 2016, subject to 18.5.0., the Board will review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least twenty-five (25) full time equivalent days by June 30 of each year.
- 18.6.0. The Board shall provide a renewal notice to each Occasional Teacher on the List by May 31 of each year. An Occasional Teacher who does not respond by the following June 30 shall be removed from the List prior to the commencement of the next school year.
- 18.7.0. The Board shall maintain a capped Occasional Teacher List of up to forty percent (40%) of the FTE number of permanent elementary teachers employed by the Board.

19.0.0. ELEMENTARY OCCASIONAL TEACHERS' CONSULTATION COMMITTEE

- 19.1.0. The Board and the Local shall jointly establish the Elementary Occasional Teachers' Consultation Committee. The Committee will have as its members up to three members appointed from the Board's staff, one of whom shall be named as co-chairperson, and up to three members of the Local appointed by the Local, one of whom shall be named as co-chairperson by the Local. The composition of this committee may be modified by mutual agreement.
- 19.2.0. The Committee shall meet at a mutually convenient time and within twenty (20) calendar days of the written request of either party being received by the other.
- 19.3.0. Should a meeting be convened at a mutually agreed time which requires the early dismissal of an Occasional Teacher, the Occasional Teacher may attend such a meeting without loss of pay provided that the Occasional Teacher has been in the current assignment for at least 5 consecutive school days.
- 19.4.0. Such a Committee shall discuss issues of concern to either the Board or the Local but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.
- 19.5.0. Such a Committee shall be a consultative body and may make recommendations to the person designated by the employer.
- 19.6.0. The Occasional Teachers' section of the Employee Services Protocol as developed in consultation with the Local may be amended from time to time in consultation with the Local.
- 19.7.0. Prior to making any changes to the Board's protocol regarding the dispatch system, the Board shall consult with the Union at the Elementary Occasional Teachers' Consultation Committee.

- 19.7.1. Annually, upon written request to the Board after October 31st of the school year, the Local shall be provided with:
- a) a statement of the number of Occasional Teachers participating in the Board's benefit plan in the current school year,
 - b) a scattergram of the current daily occasional teacher salaries for the current school year.
- 19.7.2. The Committee will, on an ongoing basis:
- a) Review issues, identify and explore strategies for the equitable distribution of daily work.
 - b) Review data concerning unfilled vacancies, Occasional Teacher utilization and emergency appointment, and staffing needs in relation to the Occasional Teacher List.
 - c) If the Elementary Occasional Teacher Consultation Committee does not meet in any given month, upon request, the data will be shared with the President, or designate, of the Local in a timely fashion.

20.0.0. PRINTING OF THE AGREEMENT

- 20.1.0. The Board shall provide, at the Board's expense, a copy of this Agreement to each Occasional Teacher and shall provide the Union with (50) fifty copies once the printing has been completed.

21.0.0. PERSONNEL FILES

- 21.1.0. An Occasional Teacher shall have access during normal business hours to that Occasional Teacher's personnel file upon prior written request and in the presence of the person designated by the employer. The Occasional Teacher may be provided with a copy of any material contained in this file.
- 21.2.0. The Occasional Teacher may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.
- 21.3.0. If the Occasional Teacher disputes the accuracy or completeness of any such information other than an evaluation under 14.0.0., the Board shall within 15 days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy either confirm or amend the information.

Where the Board amends such information under 21.3.0. the Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on the inaccurate information.

- 21.4.0. Letters of Discipline related to any incident may be removed by the Executive Superintendent of Employee Services or designate after two (2) years providing there have been no intervening incidents and all identified requirements have been met.

22.0.0. COMMUNICATIONS

- 22.1.0. All official communications between the parties arising out of this Agreement or incidental thereto shall pass between the person designated by the employer and the official designated by the bargaining unit.
- 22.2.0. The Board shall provide, to the Local, access to the Board email system.

23.0.0. POSTING OF NOTICES – BULLETIN BOARD

- 23.1.0. The Board shall provide space on a bulletin board in each elementary school for the posting of notices dealing with Union business. All such notices shall receive prior written approval from the person designated by the employer. Such approval shall not be unreasonably withheld. Where practical, the decision will be communicated to the Union within one business day of receipt, by the person designated by the Employer, of the requested notice.

24.0.0. UNION BUSINESS

- 24.1.0. Subject to 24.1.1. to 24.1.2., the Board shall grant a paid leave of absence to an Occasional Teacher who is elected either to ETFO Provincial Office or as full time President and/or other officer(s) of the Local for a period of a year.
 - 24.1.1. Such an Occasional Teacher shall be paid, at the rate that is set by the Union, provided that the rate conforms to either the appropriate daily or the appropriate long term occasional teacher rate.
 - 24.1.2. Such an Occasional Teacher will be retained on the Board's Occasional Teacher List, in an "inactive" status, for the duration of the period of elected office.
- 24.2.0. If the Local requests a part-time leave for the President and/or other officer(s) of the Local, the Board shall grant such request provided that the part-time leave shall be regularly scheduled in a manner acceptable to the Board.
 - 24.2.1. 24.1.1. applies to a part-time leave for the President and/or other officer(s).
 - 24.2.2. It is understood and agreed that the President and/or other officer(s) will be unavailable for long term occasional teaching positions while on a part-time leave for union business.
- 24.3.0. The Union may appoint or otherwise select a negotiating committee of up to five (5) members. The committee shall represent the Union in all negotiations for the renewal of this Agreement with the representatives of the Board.
 - 24.3.1. Subject to the program needs of the Board, a Long Term Occasional Teacher, who is a member of the negotiating committee, shall be paid at the rate that the Occasional Teacher would receive as a Long Term Occasional Teacher.
- 24.4.0. Effective September 1, 2002 any paid leave of absence shall be considered as teaching experience where the President or other officer(s) of the Local are being paid a long term occasional grid salary by the Board as reimbursed by the Local.
- 24.5.0. The period of paid leave for the President or other officer(s) of the Local shall be considered as a period contributing to eligibility for participation in the Board's

employee benefit plans as set out in 13.0.0. provided that, if the Occasional Teacher participates, the Union reimburses the Board for the Board's share of the premium costs.

- 24.6.0. When the Board requires that an Occasional Teacher, as a representative of the bargaining unit, be present at a meeting, dealing with matters relating to the bargaining unit, during the Occasional Teacher's normal hours of work, the Board shall pay the Occasional Teacher at the rate for the day or half day for which the presence is required.
- 24.7.0. The Union shall reimburse the Board for the full employment costs incurred under 24.1.0. to 24.5.0.
- 24.8.0. Notwithstanding 24.7.0., a member of the negotiating committee under 24.3.0., who is employed in a Long Term Occasional Teacher position at the time when a meeting, or meetings, with the Board's negotiating team has, or have been, scheduled by a mediator or conciliation officer, shall, if the assignment continues on the days of the meeting(s), be released with the applicable pay and benefits for the meeting(s).
- 24.8.1. The time referred to in 24.8.0. is the time when the mediator or conciliator notifies the parties of the meeting(s).

25.0.0. ABSENCE DURING THE QUALIFYING PERIOD OF A PRE-SCHEDULED LONG TERM OCCASIONAL TEACHER ASSIGNMENT

- 25.1.0. Subject to 25.1.1. and 25.1.2., if the prospective assignment of an Occasional Teacher is scheduled to extend beyond the qualifying period, required for a Long Term Occasional Teacher assignment, and the Occasional Teacher has completed at least six (6) days of the assignment but is required to be absent for a period not exceeding one day, the Occasional Teacher shall continue in the assignment after the day of absence.
- 25.1.1. The reason for the absence shall be limited exclusively to an absence for an approved religious holy day, a professional development day or for personal illness.
- 25.1.2. Prior to being absent, the Occasional Teacher shall notify the Principal, or designate, of the reason for the absence and confirm to the Principal, or designate, the Occasional Teacher's intent to return to the assignment after the absence.
- 25.2.0. An absence, under 25.1.0., does not count as a day towards the qualifying period under 5.6.0.

26.0.0. ACCESS PROVISIONS

Subject to Regulation 274/12: Hiring Practices and Letter of Agreement 2 above

26.1.0. Access to Day School Teacher Positions

- 26.1.1. The Board will, in consultation with the Local, establish a process to ensure that Occasional Teachers are aware of the deadlines for applying for day school teaching positions.

- 26.1.2. The Board will provide an information session, to which Occasional Teachers shall have access, regarding the selection process, including the criteria for selection to the approved for hire list.
- 26.1.3. The Board shall provide to the Union by September 15 each year, a list of Occasional Teachers on the active roster at June 30 of the previous school year that have been hired into half-time and full-time elementary teaching positions.
- 26.2.0. **Access to Long Term Occasional Teaching Positions**
- 26.2.1. When, at least fifteen (15) school days prior to its commencement, it is known, to the person designated by the employer, that an occasional teaching assignment will become a long term occasional teaching assignment, the assignment shall be advertised on the Board Intranet for a period of four (4) days.
- (a) Only Occasional Teachers on the Elementary Occasional Teacher List who have completed a minimum of five (5) days as a Short-Term Occasional Teacher with the Board or a previous long-term occasional teaching assignment with the Board prior to the date of posting, shall initially be considered to fill a long-term occasional teaching assignment in the first round of posting for the job. ("Round 1") Permission must be received from the Central Co-ordinating Principal with responsibility for Occasional Teachers or designate, prior to offering the position.
 - (b) In the event that there is no applicant in Round 1 who is selected for a long-term occasional teaching assignment, the assignment may be re-posted ("Round 2"). Applicants with or without five (5) days short-term occasional teaching experience or a previous long-term occasional teaching assignment with the Board shall at this point be eligible for consideration for the long-term occasional teaching assignment. Permission must be received from the Central Co-ordinating Principal with responsibility for Occasional Teachers or designate, prior to offering the position.
 - (c) If it is determined, from the interview process, that no available Occasional Teacher is acceptable, then the Employer will appoint a person to the assignment.
 - (d) Upon approval of the appointment in either Round 1 or subsequent Rounds, the Board shall provide to the Local:
 - i. The LTO posting number
 - ii. The school, grade and/or subject assignment
 - iii. The name and employee number of the person selected to fill the position
 - iv. Indication that the selected candidate has completed or has not completed five (5) days of daily occasional teaching or a previous long-term assignment with the Board.
 - (e) Should no eligible candidate be selected in Round 1, the Board shall provide the Local with the names and employee numbers of all candidates interviewed in Round 1.
 - (f) The Central Co-ordinating Principal with responsibility for Occasional Teaching shall provide a memorandum to all Principals by June 1 of each

school year to remind them of their obligations under Article 26.2.1. in this Collective Agreement.

27.0.0. NON TEACHING DUTIES

- 27.1.0. No Occasional Teacher shall be required to perform as part of that Occasional Teacher's regular duties any duties normally and regularly performed by members of the secretarial or custodial staff. This shall not preclude the participation of an Occasional Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act, as amended from time to time, and Regulations thereunder.

28.0.0. WORKING CONDITIONS

- 28.1.0. Each Occasional Teacher shall have a minimum of 40 consecutive, uninterrupted minutes for lunch.
- 28.2.0. The Timetable for an Occasional Teacher shall be the same as the timetable of the Teacher being replaced.
- 28.2.1. Notwithstanding Article 28.2.0. an Occasional Teacher shall not be assigned any supervisory duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment. It is understood that a comparable supervisory duty may be assigned by the Principal during the day.
- 28.2.2. Notwithstanding Article 28.2.0., should the Board bring in an Occasional Teacher for an assignment other than the replacement of an absent teacher (e.g. preparation payback, coverage for IPRC meetings, grade placements, divisional meetings), the Board will enter the assignment into the dispatch system in a manner that informs the Occasional Teacher of the nature of the assignment.
- 28.2.3. Notwithstanding Article 28.2.0., on a day when a school does not receive a sufficient allotment of Occasional Teachers to cover teacher absences, an Occasional Teacher may be required to assist in the coverage of classes along with regular day school teachers.
- 28.3.0. 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.
- 28.4.0. An Occasional Teacher shall be paid either a half-day's pay or a full day's pay. An assignment scheduled for one-half day or less shall be compensated at a half-day's pay. An assignment scheduled in excess of one half-day shall be compensated at a full day's pay.
- 28.5.0. When a Long Term Occasional teaching assignment is completed prior to the required date for report cards to be submitted, the Occasional Teacher may be assigned to assist with the completion of these report cards up to a maximum of three days.
- 28.6.0. An elementary school Principal or designate will make every effort to provide a school information package to an Occasional Teacher at the time she or he first

enters the school. The contents of the Occasional Teacher information package will be communicated to Principals through regular reminders from the Occasional Teaching Office.

- 28.7.0. The Board Shall, in compliance with the Occupational Health and Safety Act, and Board Policies/Procedures and Guidelines, as it applies to Occasional Teachers, respond promptly to Occasional Teacher concerns regarding the safety of the working environments..
- 28.8.0. For purposes of Employment Insurance, a day worked as an Occasional Teacher will be reported as eight (8) hours of insurable earnings towards Employment Insurance claim.
- 28.9.0. Prior to any action being taken, in the case of underpayment or overpayment, the Occasional Teacher will be contacted by the Board to discuss a repayment plan.
- 28.10.0. Any Occasional Teacher, who has taught at least twenty (20) full-time equivalent days in the previous school year, shall be eligible to participate in the Employee Assistance Program.

29.0.0. CONTINUING EDUCATION OCCASIONAL TEACHERS

- 29.1.0. Except as set out in 29.1.1. and 29.1.2., only the terms and conditions of employment, in 29.0.0., apply to Continuing Education Occasional Teachers.

- 29.1.1. The following apply to Continuing Education Occasional Teachers:

- 1.0.0. and 1.1.0
- 2.0.0. to. 2.2.0.
- 3.0.0. and 3.1.0.
- 4.0.0. and 4.1.0.
- 5.2.0. and 5.3.0.
- 6.0.0. and 6.1.0.
- 7.0.0. to 7.4.0.
- 8.0.0. and 8.1.0.

- 29.1.2. **Grievance Procedure**

- (a) Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

Step One

- (b) A grievance may be filed by the Union, on behalf of a Continuing Education Occasional Teacher or group of Occasional Teachers, in writing and signed by the Union, to the person designated by the Employer. The grievance shall state the clause or clauses of this Agreement 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. The person designated by the employer shall attempt to resolve the grievance within 10 days of receipt of the grievance in writing.
- (c) The Board or Union shall initiate an individual or a group grievance by giving notice to the other party within 25 days following the day the cause for the

grievance became known or reasonably ought to have been known to the grieving party.

- (d) The time within which such grievance may be brought may extend up to 25 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 25 days preceding the end of the term of this Agreement.
- (e) The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.

Step Two - Arbitration of Grievance

- (f) Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Union may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its desire to submit this grievance to arbitration.
- (g) The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- (h) The two appointees, or in the case of a single arbitrator, representatives of the Board and 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, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or 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.
- (i) The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- (j) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (k) Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

29.2.0. **Salary**

29.2.1. The hourly rate of pay for a Continuing Education Occasional Teacher shall be:

Effective Date	Amount
September 1, 2014	\$48.55
September 1, 2015	\$48.55
September 1, 2016	\$49.04
February 3, 2017	\$49.29
September 1, 2017	\$50.03
September 1, 2018	\$50.53
February 2, 2019	\$51.04
August 31, 2019	\$51.30

Note: Rates are inclusive of Vacation Pay and Statutory Holiday Pay. The above rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2014	0.0%
September 1, 2015	1.0% Lump Sum
September 1, 2016	1.0%
February 3, 2017	0.5%
September 1, 2017	1.5%
September 1, 2017	0.5% Lump Sum
September 1, 2018	1.0%
February 1, 2019	1.0%
August 31, 2019	0.5%

29.2.2. The hourly rate of pay, set out in 29.2.1., shall be payment for the normal duties of a Continuing Education Occasional Teacher and shall be paid for classroom hours only.

LETTER OF UNDERSTANDING

Metro Pass

A committee of three representatives of the Board and three representatives of the Union will meet to make recommendations for a process to study the feasibility of implementing a TTC Volume Incentive Program.

LETTER OF INTENT

Data Collection and Staffing Staffing Committee Sub-committee of EOTCC

The Board will gather, on an on-going basis, data concerning unfilled vacancies, Occasional Teacher utilization and emergency appointments. This data will be shared with the Elementary Occasional Teachers' Consultation Committee. If the Elementary Occasional Teacher Consultation Committee does not meet in any given month, upon request, the data will be shared with the President of the Local in a timely fashion.

A Staffing Committee shall be convened no later than June of each year to review the staffing process for the upcoming year. This Committee shall be comprised of equal representation from the Board and the Local, including input from the Elementary Teaching Office. This Committee shall be a sub-committee of the Elementary Occasional Teachers' Consultation Committee.

Following the June meeting, the full committee including representation from the Elementary Teaching Office (including the Senior Manager of Elementary Teaching), will meet by October 15, December 15, February 28, and April 30 each year.

The Staffing Committee will consult on:

- a) The Board's Occasional Teacher grade, subject, and geographic needs;
- b) Managing the current number of Occasional Teachers on the List, to fill the Board's staffing requirements while providing a reasonable level of employment for Occasional Teachers;
- c) Developing a process for priority consideration of Occasional Teachers covered by this agreement on the Board's eligible-to-hire list who are seeking contract positions with the Board.
- d) Strategies for recruitment.

The Union Local undertakes to inform its members of changes to the Board's occasional teacher requirements.

SUPPLEMENTARY INFORMATION

(This information is not part of the Collective Agreement)

Effective September 1, 2014					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	42283	45709	47834	51738	55404
1	44512	48124	50371	55213	58410
2	47106	50923	53297	58887	61985
3	49692	53722	56230	62553	65573
4	52641	56909	59532	66425	69736
5	55585	60089	62863	70285	73899
6	57581	63273	66173	74150	78055
7	60483	66467	69477	78015	82226
8	63381	69652	72794	81877	86381
9	66282	72834	76107	85746	90545
10	69180	76021	79414	89614	94707
11X	71080				
11Y	72221				
11Z	76021				

Effective September 1, 2016					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	42706	46166	48312	52255	55958
1	44957	48605	50875	55765	58994
2	47577	51432	53830	59476	62605
3	50189	54259	56792	63179	66229
4	53167	57478	60127	67089	70433
5	56141	60690	63492	70988	74638
6	58157	63906	66835	74892	78836
7	61088	67132	70172	78795	83048
8	64015	70349	73522	82696	87245
9	66945	73562	76868	86603	91450
10	69872	76781	80208	90510	95654
11X	71791				
11Y	72943				
11Z	76781				

Effective February 3, 2017					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	42920	46397	48554	52516	56238
1	45182	48848	51129	56044	59289
2	47815	51689	54099	59773	62918
3	50440	54530	57076	63495	66560
4	53433	57765	60428	67424	70785
5	56422	60993	63809	71343	75011
6	58448	64226	67169	75266	79230
7	61393	67468	70523	79189	83463
8	64335	70701	73890	83109	87681
9	67280	73930	77252	87036	91907
10	70221	77165	80609	90963	96132
11X	72150				
11Y	73308				
11Z	77165				

Effective September 1, 2017					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	43564	47093	49282	53304	57082
1	45860	49581	51896	56885	60178
2	48532	52464	54910	60670	63862
3	51197	55348	57932	64447	67558
4	54234	58631	61334	68435	71847
5	57268	61908	64766	72413	76136
6	59325	65189	68177	76395	80418
7	62314	68480	71581	80377	84715
8	65300	71762	74998	84356	88996
9	68289	75039	78411	88342	93286
10	71274	78322	81818	92327	97574
11X	73232				
11Y	74408				
11Z	78322				

Effective September 1, 2018					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	44000	47564	49775	53837	57653
1	46319	50077	52415	57454	60780
2	49017	52989	55459	61277	64501
3	51709	55901	58511	65091	68234
4	54776	59217	61947	69119	72565
5	57841	62527	65414	73137	76897
6	59918	65841	68859	77159	81222
7	62937	69165	72297	81181	85562
8	65953	72480	75748	85200	89886
9	68972	75789	79195	89225	94219
10	71987	79105	82636	93250	98550
11X	73964				
11Y	75152				
11Z	79105				

Effective February 1, 2019					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	44440	48040	50273	54375	58230
1	46782	50578	52939	58029	61388
2	49507	53519	56014	61890	65146
3	52226	56460	59096	65742	68916
4	55324	59809	62566	69810	73291
5	58419	63152	66068	73868	77666
6	60517	66499	69548	77931	82034
7	63566	69857	73020	81993	86418
8	66613	73205	76505	86052	90785
9	69662	76547	79987	90117	95161
10	72707	79896	83462	94183	99536
11X	74704				
11Y	75904				
11Z	79896				

Effective August 31, 2019					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	44662	48280	50524	54647	58521
1	47016	50831	53204	58319	61695
2	49755	53787	56294	62199	65472
3	52487	56742	59391	66071	69261
4	55601	60108	62879	70159	73657
5	58711	63468	66398	74237	78054
6	60820	66831	69896	78321	82444
7	63884	70206	73385	82403	86850
8	66946	73571	76888	86482	91239
9	70010	76930	80387	90568	95637
10	73071	80295	83879	94654	100034
11X	75078				
11Y	76284				
11Z	80295				

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

Effective Date	% increase
September 1, 2014	0.0%
September 1, 2015	1.0% Lump Sum
September 1, 2016	1.0%
February 3, 2017	0.5%
September 1, 2017	1.5%
September 1, 2017	0.5% Lump Sum
September 1, 2018	1.0%
February 1, 2019	1.0%
August 31, 2019	0.5%

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 18th, 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 considers 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.

APPENDIX B

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

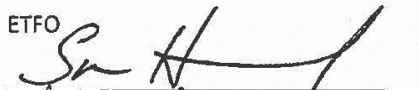
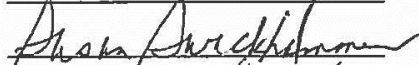
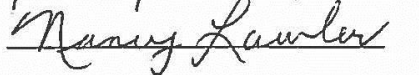
The parties agree that the half Professional Activity Day presently reserved for Health and Safety under Memorandum of Agreement #3 of the 2014-2017 central terms will include training on violent incident reporting. Material produced by the Provincial Working Group on Health and Safety may be used as 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.

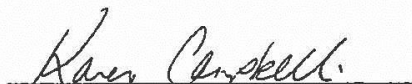
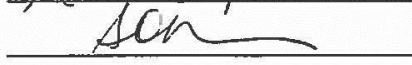

12. EXISTING TERMS AND CONDITIONS

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

Janet Edwards

CROWN

J. Bowley

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	DSBNo	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	\$ 183,125	\$ 457,794			
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-Greystone 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	\$ 408,995	\$ 311,497	\$ 720,492			
13	11	Thames Valley DSB	\$ 1,401,400	\$ 1,090,471	\$ 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).

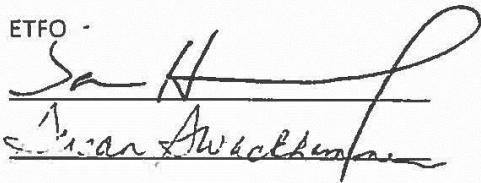
CONFIDENTIAL

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

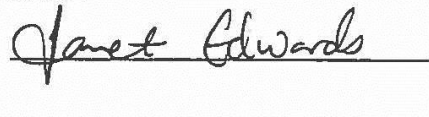
1. The parties and Crown will work to develop a joint agenda item for the next Provincial Working Group on Health and Safety meeting to discuss with the full group a plan to develop and deliver training material for the sector, based on the PWGHS's placemat on Reporting Violent Incidents.
2. Where the 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 2nd day of February 2017

ETFO -

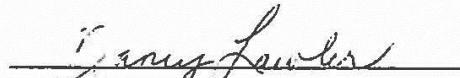
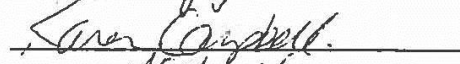
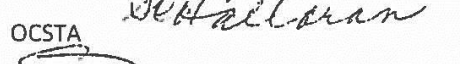
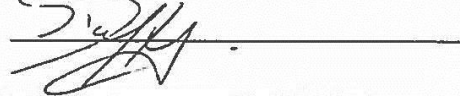

Sean A. [unclear]

OPSBA


Janet Edwards

CROWN


B. [unclear]


[unclear]

Karen Campbell

[unclear]
OCSTA

[unclear]