

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, 2019 – August 31, 2022

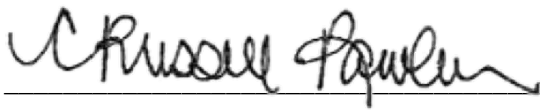
IN WITNESS HEREOF the Board has caused to be fixed hereto its seal attested to by the hands of its proper officers duly authorized in that behalf and the Union has by the hands of its duly authorized representatives executed this Agreement.

Dated at Toronto this 28th day of April, 2022.

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).



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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) (each being a “Central Party”).

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

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

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

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Single Collective Agreement

The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C3.2 Term of Agreement

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

C3.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C3.4 Term of Letters of Understanding

All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.5 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, as amended, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the Central Parties and agreement of the Crown.

C3.6 Notice to Bargain

a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, as amended notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:

b) Notice to commence bargaining shall be given by a central party:

- i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the Parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process applies exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act, 2014*, as amended, central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- c) For the purpose of the Central Grievance Process only “days” shall mean school days.

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.

- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

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

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.

- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.
- c) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator.
- c) Where the Central Parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- d) The Central Parties may refer multiple grievances to a single arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.00 BENEFITS

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

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 ("ETFO ELHT"). The date on which School Boards and the bargaining units commenced participation in the ETFO ELHT shall be referred to herein as the "Participation Date".

C5.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned

to the ETFO ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement ("ETFO represented employees").
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.
- c) Retirees who were previously represented by ETFO, and who were, and still are, members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.
- e) Eligibility is limited to long-term occasional and permanent Teachers.

C5.3 Funding

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

reinstated at the levels outlined in c) beginning in the month that the plan enhancement was reversed. However, the eligibility for a payment under d) shall not be reinstated.

b) Funding amounts for benefits maintenance or improvements:

- i. September 1, 2019: 1%
- ii. September 1, 2020: 1%
- iii. September 1, 2021: 1%

c) In addition to b) funding amounts for inflation:

- i. September 1, 2019: 3%
- ii. September 1, 2020: 3%
- iii. September 1, 2021: 3%

d) In addition to b) and c), the Crown shall make a one-time payment to the ETFO ELHT Teachers' separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the ETFO Teachers' Benefits Plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the ETFO Teachers' Benefits Plan for the 2020-21 school year.
- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the ETFO Teachers' Benefits Plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the Employer contributions for the ETFO Teachers' Benefits Plan for the 2021-22 school year;
 - or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under d). The payment shall be made within 90 days of receipt of the audited financial statements.

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

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual

average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO Trust in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.

- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.

C5.5 Benefits Committee

A benefits committee comprised of equal representation from ETFO, OPSBA, the Crown, and ETFO ELHT shall convene upon request to address all matters that may arise in the operation of the ETFO ELHT.

C5.6 Privacy

The Parties agree to inform the ETFO ELHT administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The ETFO ELHT benefits plan

administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C5.7 Benefits not provided by the ETFO ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for daily Occasional Teachers as term of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

C5.8 Payment in Lieu of Benefits

- a) All employees not transferred to the ETFO ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive a payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the ETFO ELHT are not eligible for pay in lieu of benefits.

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

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

C6.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in d)i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and 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, 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) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that 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.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury

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

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.

- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top- up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Long-Term Occasional Assignment

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

- i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety- four (194) days in accordance with the allocation in (i) above.
- iii. Where the length of the Long-Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iv. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

C9.00 DIAGNOSTIC ASSESSMENT

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

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.

- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to provide payment for the Teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a Teacher must access Employment Insurance (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short term disability plan.

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

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement EI benefits during the absence period as specified in this plan
- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight

(8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: *Sick Leave Credits and Sick Leave Credit Gratuities*, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have ten (10) years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

The Parties agree that any current local collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The Parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

Re: Professional Activity (PA) Days

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo until August 31, 2022. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

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

Issues:

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

AND

The Crown

Re: Class Size Data

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

AND

The Crown

Re: Support for Students Committee

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

Therefore, a provincial committee, with representatives comprised of:

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

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

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

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

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

The Parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as amended on November 7, 2018, and any further amendments to the Terms of Reference as may be agreed to from time to time.

Historical Appendix of Central Terms – For Reference Only

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

The employee representatives, the Employer representatives, and the Crown, shall establish an ETFO Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to Teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School Board benefit plans, herein referred to as the 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements").

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

- 4.1.0 **Negotiated Funding Amount, Board Contributions**
 - 4.1.1 Each Board shall pay an amount equal to 1/12th 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.
- 4.2.2 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. The one-time contributions in 4.2.1 (i) and (ii) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015. The statements are to be provided to the Ministry of Education.
- 4.2.3 The Crown shall pay to ETFO \$4.0 million of the startup costs referred to in s.

4.2.1 (ii) on the date of ratification of the central agreement and shall pay to ETFO a further \$3.0 million subject to the maximum amount referred to in s. 4.2.1

(ii) by June 1, 2016. The balance of the payments, if required under s. 4.2.1 (ii), shall be paid by the Crown to ETFO on or before September 1, 2016.

- 4.2.4 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Board(s)" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.2.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.2.6 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.2.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the Employers' and employees' premium share.
- 4.2.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

will be the responsibility of the board.

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

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

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

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

5.2.0 Board of Trustees' Responsibilities

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

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

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

- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b) Fund claims stabilization or other reserves;
- c) Improve plan design;

- d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e) Reduce member premium share.

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

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

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

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

5.3.0 **Accountability**

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

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

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

6.0.0 TRANSITION COMMITTEE

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

7.0.0 PAYMENTS

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

8.0.0 ENROLMENT

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

9.0.0 ERRORS and OMISSIONS

- 9.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 9.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 9.3.0 Upon request by the Trust Plan Administrator, a Board shall promptly provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 9.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust's benefit program at a Board office during regular business hours upon 30 days written notice.

10.0.0 CLAIMS SUPPORT

- 10.1.0 Each Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 10.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator.

11.0.0 PRIVACY

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

APPENDIX A – HRIS File

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

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

ETFO 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.
- 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.

5.9.0. "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 *School Boards Collective Bargaining Act*, the Ontario Labour Relations Act and the Education Act 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. The list shall include the following information for each Teacher that had dues deducted during the period: name, phone number, address, board email, Ministry Identification Number (MIDENT), FTE status, days worked in the pay period, gross earnings for the period, dues deducted, member status (active/terminated/retired), member leave status (deferred/paid/pregnancy/parental/unpaid/ WSIB), Ontario College of Teachers #.
- Clarity note: if an employee does not have a deduction, they will not be represented in the report.
- 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 thirty-five (35) 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 September 1, 2019	
0 – 100 Days	\$228.73
Over 100 Days	\$251.67

Effective September 1, 2020	
0 – 100 Days	231.02
Over 100 Days	254.19

Effective September 1, 2021	
0 – 100 Days	\$233.33
Over 100 Days	\$256.73

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

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

- 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:

- All contract teaching experience,
- All Long Term Occasional Teaching experience,
- Short Term Elementary Occasional teaching experience with the Toronto District School Board obtained after September 1, 2006.

Short Term and Long Term Occasional teaching experience will be calculated such that each day of experience shall equate to 1/194 of a year of credit, rounded to the nearest 1/10 of a year as per standard rounding procedures.

- 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 the most recent scale as set out by QECO. 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.

10.9.0. RECOVERY OF OVERPAYMENT/UNDERPAYMENT

10.9.1. In the case of underpayment, the following shall apply:

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

10.9.2 Overpayment:

In the case of overpayment, the following shall apply:

1. If a substantiated overpayment has occurred, the payroll department will communicate with the Occasional Teacher to obtain agreement to recover the overpayment.

Examples of repayment schedules are below.

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

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.

- 12.6.0. A Long-Term Occasional Teacher may be absent without loss of salary for one moving day per school year during any long term occasional teaching assignment in that year.
- 12.6.1. Commencing August 31, 2022, an occasional teacher, upon application, will be granted a one-year leave from active service. Application for the one (1) year leave must be made by April 1st in the year preceding the leave.
- 12.6.2. The member will be required to identify the reason for the leave as outlined in 12.6.1, however, no leave will be granted for the purpose of working for another publicly funded school board in Ontario.
- 12.6.3. In the event of unforeseen circumstances (e.g. declared pandemic), the Union and the Board may agree that the leave entitlement is not operational for a period of time due to staffing shortages.
- 12.6.4. In the event that the granting of leaves and subsequent hiring results in the number of Occasional Teachers being above the negotiated cap, there shall be no further hiring until the number of Occasional Teachers is reduced through attrition without the agreement of the Union.

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.
- 16.3.1 Where an Occasional Teacher does not arrive by the time specified on the teaching assignment, the assignment may be cancelled, modified, or reassigned at the sole discretion of the Board provided that the Occasional Teacher had accepted the assignment at least three (3) hours prior to its commencement.

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.
- 17.4.0. Where an Occasional Teacher has accepted a pre-booked assignment, the Occasional Teacher shall not be permitted to cancel that assignment to accept another assignment of the same full-time equivalency (FTE) within twenty-four (24) hours of the commencement of the assignment.

For further clarity, an Occasional Teacher is permitted to cancel a 0.5 FTE assignment to accept a 1.0 FTE assignment. An Occasional Teacher is permitted to cancel a one (1) day 1.0 FTE assignment to accept a multi-day 1.0 FTE assignment.

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 September 15, November 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, 2022, 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 thirty (30) 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 will make available electronically a copy of this Agreement. Both the Board and the ETFO OT will post the Collective Agreement on their respective websites.

The Board will provide two (2) copies of the printed Collective Agreement to each school, plus one hundred (100) copies to the ETFO OT office, at the expense of the Board, as soon as possible following the signing of the Collective Agreement.

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. With the exception of PR 515, PR560 PO034; discipline will be sunsetted as follows:

- a) a letter of discipline of five (5) days or less shall be deemed null and void after two (2) years of actively working, provided no additional disciplinary letters have been placed on the Employee's record.
- b) a letter of discipline of six (6) days or more shall be deemed null and void after three (3) years of actively working, provided no additional disciplinary letters have been placed on the Employee's record.

- 21.4.1. At an Occasional Teacher's written request to the Executive Superintendent of Employee Services or designate, a letter of discipline may be removed after two (2) years of actively working for matters relating to PR515, PR560, PO034.

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).
- 24.9.0. The Board will grant two hundred (200) days' release time per year for one (1) or more member(s) of the Local in order to conduct Local business. This will be the Union's expense.

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

The parties agree to abide by the OLRB ruling on the withdrawal of Regulation 274 and to implement any changes ordered.

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, 2019	\$51.81
September 1, 2020	\$52.33
September 1, 2021	\$52.85

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

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

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 UNDERSTANDING

Re: Investigations for Short-Term Occasional Teachers

In a case of a Short-Term Occasional Teacher who has been system-blocked from receiving job assignments due to an investigation, the member shall be entitled to pay as follows:

- i) all pre-booked assignments for the first two weeks of the block;
- ii) starting on day eleven (11), the member shall be paid based on their average number of days worked per week over the previous year.

For further clarity, the pay structure as outlined above will only commence on the day after an investigation by Toronto Police Services (TPS) and/or the Children's Aid Society (CAS) has concluded, where applicable.

LETTER OF UNDERSTANDING

Supports for Daily Occasional Teachers

The parties agree that a workgroup consisting of at least three (3) Occasional Teachers and three (3) TDSB staff will be convened to discuss and make recommendations for supports that can be implemented to support daily occasional teachers in fulfilling their roles successfully.

The workgroup will meet at least three (3) times and will issue a final report, including any recommendations, by June 30, 2022.

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, 2019					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	45109	48763	51029	55193	59106
1	47486	51339	53736	58902	62312
2	50253	54325	56857	62821	66127
3	53012	57309	59985	66732	69954
4	56157	60709	63508	70861	74394
5	59298	64103	67062	74979	78835
6	61428	67499	70595	79104	83268
7	64523	70908	74119	83227	87719
8	67615	74307	77657	87347	92151
9	70710	77699	81191	91474	96593
10	73802	81098	84718	95601	101034
11X	75829				
11Y	77047				
11Z	81098				

Effective September 1, 2020					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	45560	49251	51539	55745	59697
1	47961	51852	54273	59491	62935
2	50756	54868	57426	63449	66788
3	53542	57882	60585	67399	70654
4	56719	61316	64143	71570	75138
5	59891	64744	67733	75729	79623
6	62042	68174	71301	79895	84101
7	65168	71617	74860	84059	88596
8	68291	75050	78434	88220	93073
9	71417	78476	82003	92389	97559
10	74540	81909	85565	96557	102044
11X	76587				
11Y	77817				
11Z	81909				

Effective September 1, 2021					
Step	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	46016	49744	52054	56302	60294
1	48441	52371	54816	56302	63564
2	51264	55417	58000	56302	67456
3	54077	58461	61191	56302	71361
4	57286	61929	64784	56302	75889
5	60490	65391	68410	56302	80419
6	62662	68856	72014	56302	84942
7	65820	72333	75609	56302	89482
8	68974	75801	79218	56302	94004
9	72131	79261	82823	56302	98535
10	75285	82728	86421	56302	103064
11X	77353				
11Y	78595				
11Z	82728				

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

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

**CENTRAL APPENDIX II – DOES NOT FORM PART OF THE CENTRAL
TERMS OF THE COLLECTIVE AGREEMENT**

MEMORANDUM OF UNDERSTANDING #1

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

BETWEEN:

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO ("ETFO") AND

THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION ("OPSBA") AND

THE CROWN

RE: Full-Day Kindergarten (FDK) and Class Size

The Ontario Ministry of Education is committed to maintaining full-day kindergarten and the current staffing model for full-day kindergarten, consisting of a Teacher and an early childhood educator with the exemptions that existed in 2018-19.

Representatives of the Crown shall recommend to the Lieutenant Governor in Council that this remain status-quo for the 2020-21 and 2021-22 school years.

Representatives of the Crown shall recommend to the Lieutenant Governor in Council (LGIC) that the current Junior Kindergarten, Kindergarten, Grades 1-3 class size and Grades 4-8 class size requirements as set out in Ontario Regulation 132/12 (Class Size) shall be maintained for the 2020-21 and 2021-22 school years.

MEMORANDUM OF UNDERSTANDING #2
IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014*

BETWEEN:

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO ("ETFO") AND

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

AND THE CROWN

RE: CLASS SIZE (Grades 4-8)

Whereas:

- i. class sizes average is determined by Regulation 132/12 as amended;
- ii. there are local and central collective agreement provisions that relate to or may impact class size average; and
- iii. Regulation 132/12 prevails over local and central collective agreement provisions in determining class size average.

Therefore, local and central agreement provisions are to be read consistent with the prevailing regulations, including achieving the allowable class sizes in the Regulation.

MEMORANDUM OF UNDERSTANDING #3
IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014*
BETWEEN:
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO ("ETFO")

AND
THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION ("OPSBA")

AND THE CROWN

RE: EMPLOYEE LIFE AND HEALTH TRUST (ELHT) BENEFIT MATTERS

1. Actuarial Valuations of the ETFO Plan

The Parties wish to affirm the importance of the ETFO ELHT's annual actuarial report in ensuring the financial sustainability of the plan. As per section 16.3 of the ETFO ELHT Agreement and Declaration of Trust, these actuarial reports are made using actuarial assumptions in accordance with generally accepted actuarial principles.

The Parties acknowledge that the actuarial assumptions used, in particular those associated with the forecasted per-Full-Time Equivalent (FTE) funding increases for years which are not covered by a current collective agreement, may require the board of Trustees to make immediate decisions prior to the next round of bargaining.

Therefore, the Parties agree to amend the ETFO ELHT Trust Agreement as follows:

- If the most recent actuarial report covers a year that is not part of the collective agreement, and the actuarial report includes a funding assumption of 0 per cent for that year, and if the Claims Fluctuation Reserve (CFR) is projected to be below 8.3% in such a year, Plan design changes shall be at the discretion of the trustees.
- Should the Trustees not enact a Plan design change that maintains the CFR above 8.3%, the Trustees must develop a contingency plan in the event that the funding negotiated in central bargaining results in the CFR continuing to be projected to be below the 8.3% threshold. The contingency plan, which includes but is not limited to the items below, must be shared with the Parties:
 - Funding scenarios of no increase in funding, increases consistent with Consumer Price Index (CPI), and increases equal to the average of the prior three years.

- Cost scenarios – for example inflationary trend increases and changes to demographics.
- Proposed actions by the Trustees for each scenario – for example plan reductions and administrative efficiencies.
- This amendment will apply to all benefit plans within the ETFO ELHT.

For clarity, the existing requirement for Plan design changes will continue to apply if the most recent actuarial report covers a year that is part of the collective agreement, and the CFR is projected to be below 8.3% in such a year or if the current year's CFR falls below 8.3%.

Finally, the Parties confirm that any decision to maintain or change benefits Plan design is at the discretion of the Board of Trustees, subject to any restrictions in the ETFO ELHT Agreement and Declaration of Trust, Collective Agreement, or the *Income Tax Act* and in accordance with their responsibility for the ongoing operations and long-term financial sustainability of the ETFO ELHT.

2. Retirees

The Parties agree to meet and amend the ETFO ELHT Agreement and Declaration of Trust (ETFO ELHT Agreement) for the purpose of transitioning retirees currently in board-run benefits plans into a segregated plan administered by the ETFO ELHT. The amendment to the ETFO ELHT Agreement:

- i. Retiree Benefit Plan: The ETFO ELHT will deliver the active member plan design to eligible retired ETFO represented employees (plus any supplemental benefits selected by the School Board, as per paragraph ii). It is not the intent of the Parties to enhance the benefits coverage of the retirees. For example, life insurance is not to exceed the existing level of coverage.
- ii. Supplemental Benefits: School Boards can request alterations to the plan design to meet their specific needs (limited to survivor coverage for health and dental benefits, out of country coverage, hearing aids, physiotherapy, and private duty nursing) which exceed the ETFO ELHT's benefits plan, subject to the coverage being available by the carrier. The School Board shall be responsible for the costs of any such supplemental benefits, and for any reasonable administrative or other costs incurred by the Trustees to provide these supplemental benefits, less applicable Retired Employee Premium Shares.
- iii. Participation in the Retiree Plan: Boards can opt out of the ETFO ELHT plan for retirees. It is understood that such opt out is irrevocable. Any School Board wanting to move its retirees into a plan administered by the ETFO ELHT shall sign a standard form participation agreement that is included in the amendment to the ETFO ELHT Agreement.
- iv. Premiums: The plan administrator will advise each School Board of the per member premium cost on an annual basis. The plan administrator will set an annual premium rate, based on an actuarial valuation, along with additional commercially reasonable insurance carrier renewal requirements. The ETFO ELHT shall take reasonable steps to set premium rates that minimize the likelihood of an annual or a terminal deficit.

- v. Deficits: Any annual plan deficit shall be captured in the premiums charged to School Boards and retirees in the subsequent benefit year. Any terminal deficit is the responsibility of all School Boards who had members in the plan, based on a formula that includes the School Board's time in the plan and retiree enrolment. Each School Board will be required to address the terminal deficit within 120 days following the date they are informed of their terminal deficit. This will be calculated once the final retiree leaves the plan allowing for the claims run off period.
- vi. School Board Liability: School Boards maintain any liability resulting from any issues arising as a result of members being transferred to the ETFO ELHT benefits plan for retirees. For clarity, once all relevant information (as defined in Schedule A) has been provided to the ELHT and the transition is completed, the School Board is not liable for any subsequent decisions by the Trust.

The Parties shall meet within thirty (30) days of ratification of central terms to discuss the amendment to the trust as described above and timelines for the transition.

If by May 30, 2020 the Parties are unable to resolve all disputes concerning the amendment to the ETFO ELHT Agreement and the standard form participation agreement, the Parties agree to refer the matter to arbitration with a mutually agreed upon arbitrator. The arbitrator shall determine any outstanding disputes based on the terms of this Memorandum of Understanding. The Parties agree that any arbitration on outstanding disputes shall be scheduled expeditiously.

3. Structural Review

The Parties also agree to amend the ETFO ELHT Agreement as follows:

- Under section 11.3, the requirement for the ETFO ELHT to complete the Request for Proposal of the Administrative Agent by August 31, 2021 shall now be completed by June 30, 2024.
- A new requirement for the ETFO ELHT to complete a structural review of the ELHT plan administrator by June 30, 2021 and shall provide a report of the review to the Parties.

The details on the process of the review and the content of the report shall be discussed between the Crown, ETFO and the OPSBA.

4. Surplus/Reserves

All eligible and available surpluses and reserves remaining in board-owned defined benefit and board-owned defined contribution plans as a result of the transfer of benefit plans to the ETFO ELHT will be allocated between the School Board and the employees. The employees' share is to be transferred to the applicable Trust 90 days after all Teachers' Federations, Central Employee Workers' unions or council of unions, and other employee groups have signed their respective Agreement on Central Terms or other agreements with this process.

- A. For policies where employee groups were tracked separately:
 - i. The share of the total eligible and available surpluses and reserves to be transferred to the ETFO ELHT Teachers' separate account is the total ETFO Teachers' eligible and available surpluses and reserves multiplied by an amount equal to ETFO represented Teachers' employees' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by School Boards to the ministry for the 2014-15 school year.
- B. For policies where multiple employee groups were pooled together:
 - i. The total eligible and available surpluses and reserves will be allocated to each employee group based on the total paid premiums or claims costs of each group based on information provided to the ministry for the 2014-15 school year.
 - ii. The share of the total eligible and available surpluses and reserves to be transferred to the ETFO ELHT Teachers' separate account is the total ETFO Teachers' eligible and available surpluses and reserves (calculated in B.i. above) multiplied by an amount equal to ETFO represented Teachers' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by School Boards to the ministry for the 2014-15 school year.
- C. For policies where employee groups were tracked separately and pooled together:
 - i. Separately tracked surpluses and reserves are to be subtracted from the total eligible and available surpluses and reserves. The share of the separately tracked surpluses and reserves is to be transferred to the ETFO ELHT Teachers' separate account as per the process described in section A above.
 - ii. The remaining eligible and available surpluses and reserves are then distributed based on the process described in section B above.

The total surpluses and reserves amount to be allocated in sections A, B and C, will be based on the School Board's final surplus balance as reported by the boards' insurance carriers or, in the case of board-owned defined contribution plans, the boards' financial systems.

All School Board 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.

School 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 School Board.

The School Boards will not make any withdrawal, of any monies, from any health care benefit plan reserve, surplus and/or deposit until direction by the ministry on the

distribution of surpluses/reserves to the ETFO ELHT is provided to School Boards.

Upon receipt by the ETFO ELHT of all surplus amounts indicated in A, B, and C of this Memorandum of Understanding, ETFO agrees to withdraw all central and local grievances related to eligible and available surpluses remaining in board-owned defined benefit and board-owned defined contribution plans.

Schedule A – Retiree Data

Each applicable School Board shall provide the following information relating to eligible retired ETFO represented employees. The information provided shall be based on the best data available to the board:

A. Retiree Demographic Information:

- i. Names
- ii. Date of hire
- iii. School Board
- iv. Retirement effective date
- v. Retiree Benefit end date
- vi. Date of birth
- vii. Gender
- viii. Contact information (mailing address, email address, and phone number)

B. Existing Benefit Coverage for Health and Dental Plans:

- i. Dependent coverage (single/couple/family)
- ii. Dependent demographic information
- iii. Carrier policy number
- iv. Retiree paid premium
- v. Employer paid premium

C. Existing Life Coverage:

- i. Beneficiary Insurance volume - Retiree paid
- ii. Insurance volume - Employer paid

MEMORANDUM OF SETTLEMENT

**Of all outstanding matters forming the agreement on central terms pursuant to the
*SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

BETWEEN:

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

(Hereinafter "ETFO")

AND

THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION

(Hereinafter "OPSBA")

COLLECTIVELY "THE PARTIES"

AND AGREED TO BY:

AND THE CROWN

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

The collective agreement in each School Board for both Teachers and Occasional Teachers shall consist of two parts. Part "A" consists of provisions respecting central terms as set out in Appendix I. Part "B" consists of provisions with respect to local terms and certain central terms.

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

10. COMPENSATION

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

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

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

11. SUPPORT FOR STUDENTS FUND

The Crown will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council (LGIC) or Transfer Payment Agreement (TPA) based on the Transfer Payment Accountability Directive between the government and relevant School Boards, make a total investment in the amount of

\$44,337,993 in 2020-2021 and \$44,781,373 in the 2021-2022 school year as noted in Appendix III. Funds from this system investment shall be allocated to English-language public School Boards to create additional ETFO Teacher positions to address special education supports, English Language Learner supports, Indigenous student supports, Early Years special education supports, as well as mental health and well-being initiatives.

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

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

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

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

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

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

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

ii. after an approval under (i) above, Cabinet makes a regulatory change which:

- (a) increases maximum class size requirements in section 13(a) and/or
- (b) is substantively inconsistent with any of the other recommendations in sections 13(a)(b) above.

Dated at Toronto, this day of March, 2020.

FOR THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO)

_____	_____
_____	_____
_____	_____

FOR THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

_____	_____
_____	_____

FOR THE CROWN

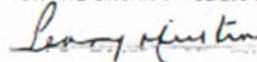
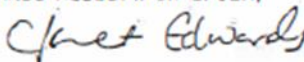
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Dated at Toronto, this day of March, 2020.

FOR THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO)



FOR THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

FOR THE CROWN

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CENTRAL APPENDIX III (NOT PART OF THE COLLECTIVE AGREEMENT)

CONFIDENTIAL TO LABOUR RELATIONS
SUBJECT TO ERRORS AND OMISSIONS

SUPPORT FOR STUDENTS FUND - ETFO				
		AMOUNT		FTE Generated
DSBNo	DSB Name	2020-21	2021-22	FTE Including Preparation Time
1	DSB Ontario North East	\$ 262,791	\$ 265,419	2.6
2	Algoma DSB	\$ 351,891	\$ 355,410	3.4
3	Rainbow DSB	\$ 457,794	\$ 462,372	4.4
4	Near North DSB	\$ 382,309	\$ 386,132	3.7
5.1	Keewatin-Patricia DSB	\$ 184,613	\$ 186,459	1.9
5.2	Rainy River DSB	\$ 110,036	\$ 111,136	1.1
6.1	Lakehead DSB	\$ 326,372	\$ 329,635	3.2
6.2	Superior-Greenstone DSB	\$ 51,476	\$ 51,991	0.6
7	Bluewater DSB	\$ 575,254	\$ 581,007	5.9
8	Avon Maitland DSB	\$ 510,777	\$ 515,885	4.8
9	Greater Essex County DSB	\$ 1,201,949	\$ 1,213,968	11.4
10	Lambton Kent DSB	\$ 720,492	\$ 727,697	7.1
11	Thames Valley DSB	\$ 2,491,871	\$ 2,516,790	25.2
12	Toronto DSB	\$ 8,014,728	\$ 8,094,876	77.9
13	Durham DSB	\$ 2,311,939	\$ 2,335,058	23.1
14	Kawartha Pine Ridge DSB	\$ 1,079,554	\$ 1,090,349	10.7
15	Trillium Lakelands DSB	\$ 551,226	\$ 556,738	5.6
16	York Region DSB	\$ 3,976,716	\$ 4,016,483	38.7
17	Simcoe County DSB	\$ 1,792,998	\$ 1,810,928	17.6
18	Upper Grand DSB	\$ 1,080,117	\$ 1,090,918	10.7
19	Peel DSB	\$ 5,293,644	\$ 5,346,581	51.0
20	Halton DSB	\$ 2,072,129	\$ 2,092,850	20.7
21	Hamilton-Wentworth DSB	\$ 1,699,766	\$ 1,716,764	16.6
22	DSB of Niagara	\$ 1,211,219	\$ 1,223,332	11.7
23	Grand Erie DSB	\$ 875,110	\$ 883,861	8.6
24	Waterloo Region DSB	\$ 2,063,058	\$ 2,083,689	20.2
25	Ottawa-Carleton DSB	\$ 2,233,245	\$ 2,255,577	22.2
26	Upper Canada DSB	\$ 922,647	\$ 931,874	9.1
27	Limestone DSB	\$ 657,838	\$ 664,417	6.3
28	Renfrew County DSB	\$ 337,261	\$ 340,633	3.3
29	Hastings and Prince Edward DSB	\$ 537,172	\$ 542,544	5.1
Totals		\$ 44,337,993	\$ 44,781,373	434.3

Notes:

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

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