



## **Elementary Teachers' Federation of Ontario (ETFO)**

Fédération des enseignantes et des enseignants  
de l'élémentaire de l'Ontario (FEEO)

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### **2022-2026 ETFO Education Worker Central Terms: Documents**

- The 2022-2026 ETFO Education Worker (EW) Central Agreement terms are provided in five documents:
  1. A Memorandum of Settlement (Appendix B - six pages);
  2. ETFO EW Part A: Central Terms (thirty-one pages);
  3. Appendix II: Supports for Students Fund - Rainy River and Renfrew DSBs (one page);
  4. Appendix III: Professional Development Fund (one page); and
  5. Appendix IV: ECE Release Time (one page).
- See ETFO's resource called *2022 Central Bargaining: Tentative Agreement Highlights (Education Worker)* for a summary of what is included in these five documents.

**MEMORANDUM OF SETTLEMENT**

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

**BETWEEN**

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**  
hereinafter: "ETFO"

**AND**

**COUNCIL OF TRUSTEES' ASSOCIATIONS, COMPRISED OF THE ONTARIO  
PUBLIC SCHOOL BOARDS' ASSOCIATION AND THE ONTARIO CATHOLIC  
SCHOOL TRUSTEES' ASSOCIATION**  
hereinafter: "CTA"

**AND**

**COLLECTIVELY "THE PARTIES"**

**AND AGREED TO BY**

**THE CROWN**

1. The Parties and the Crown agree that this Memorandum and attached Appendices I, II, III and IV form the basis of a full and final settlement of the current round of central negotiations. The Parties and the Crown agree to recommend the terms of settlement as set out herein and in the accompanying appendices to their respective principals and will make good faith efforts towards the goal of ratification/approval.
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 the CTA, 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 process by October 23, 2023.
4. Ratification/approval of this Memorandum and its Appendices I, II, III, and IV is conditional upon ratification/approval by the Crown and ETFO of their Memorandum of Agreement dated September 21, 2023, which includes the Memorandum of Settlement of all outstanding matters in respect of Bill 124 remedy negotiations.

APPENDIX "B" TO MEMORANDUM OF AGREEMENT DATED SEPTEMBER 21, 2023

5. The terms of this Memorandum of Settlement and Appendix I shall be effective on the date of the ratification of the local terms, unless otherwise noted, as per section 39 (6) and (7) of the *School Boards Collective Bargaining Act, 2014*.
6. Any compensation items that are retroactive shall be paid no later than thirty (30) days following ratification of the respective local terms.
7. The collective agreement in each school board for education workers 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.
8. Effective upon the signing of this Memorandum of Settlement, ETFO agrees to not take any job action in respect of matters bargained at the central table, and the CTA agrees to not provide notice of lockout or change terms and conditions of employment, pending the outcome of the central ratification process.

9. **COMPENSATION**

a) Hourly Employees

The wage increase for all job classifications within the collective agreement will be effective on September 1 of the following school years:

2022-2023	\$1 per hour
2023-2024	\$1 per hour
2024-2025	\$1 per hour
2025-2026	\$1 per hour

b) Salaried Employees

Where a position's salary is not expressed as an hourly rate, it shall be the equivalent of \$1.00 per hour based on the salary, work hours and workdays per year as per the collective agreement.

Ex.  $\$1 \times 7 \times 194 = \$1,358$   
 $\$1 \times 7 \times 260 = \$1,820$   
 $\$1 \times 8 \times 260 = \$2,080$

In the absence of language in the collective agreement, or established practice, defining the workday and/ or the work year, the salary rate shall be increased by \$1,633.

If an employee works less than the number of hours and workdays per year, the yearly increase will be multiplied by the full-time equivalency.

Ex.  $\$1 \times 7 \times 260 \times 0.5 = \$910$

- c) The parties and the Crown agree that any disputes concerning the application of increases in accordance with paragraph b shall be subject to the dispute resolution procedures in the collective agreement.
- d) If the flat monetary increases in aggregate for compensation as noted above are less than the aggregate compensation increases agreed to or awarded to other education worker table (s) for the years 2022-2023, 2023-2024, 2024-2025 and 2025-2026, either party or the Crown may initiate a renegotiation of the wage increases for such years to a maximum of the equivalent aggregate compensation increases agreed to or awarded at any other education worker table(s). The parties and the Crown shall meet to renegotiate the increases in 9 (a) and (b). If the parties and the Crown are not able to come to a negotiated agreement within 10 days, the increases in 9 (a) and (b) may be referred to a sole arbitrator mutually agreed to by the parties and the Crown for final determination. If the parties and the Crown cannot agree on a sole arbitrator, the selection shall be made by the Chair of the Ontario Labour Relations Board from a list of 5 names provided by the Crown and CTA collectively and 5 names provided by ETFO. The arbitrator's award must not exceed the equivalent aggregate compensation increases applied at other education worker tables.

#### **10. SUPPORTS FOR STUDENTS FUND**

The Crown will, either through regulation conditional upon approval by the Lieutenant-Governor-in-Council (if applicable) or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system investment in the following amounts:

- 2023-24 school year: \$496,814
- 2024-25 school year: \$512,115
- 2025-26 school year: \$527,581

The chart attached as Appendix II describes the allocation of this funding to the school boards that will receive it.

ETFO's allocated funding shall be utilized by school boards in the following manner:

To prevent, where applicable, layoffs of staff that provide services to students with special education needs during the term of the collective agreement. Any remaining allocated funds shall be utilized by school boards to enhance ETFO staffing to support special education needs. Any staffing recalls shall be made in accordance with local collective agreements.

## 11. BENEFITS

- a) The parties agree to adjust funding related to the ETFO EW Benefits Plan delivered through the ETFO ELHT as though the reconciliation process never took place, given the unforeseen circumstances that this reconciliation took place during the pandemic when expenses were atypically low. Effective September 1, 2020 to August 31, 2022, the funding rate will be \$5,100 per FTE.

Conditional upon the approval by the Lieutenant-Governor-in-Council (where applicable), the Crown will adjust school board funding in the Grants for Student Needs to reflect these changes.

- b) The Crown agrees to make a one-time payment of \$1,800,000 (inclusive of tax) to the ETFO ELHT – ETFO EW separate account within 90 days of the ratification of central terms by the Parties.

### Benefits Contributions Reimbursement for 2019-20 School Year

- c) The Parties and the Crown agree to refer the matter of reimbursement for benefit contributions made to the ETFO ELHT on strike days taken by ETFO Education Workers in the 2019-20 school year to a sole arbitrator for final determination. The matter shall be referred to Jesse Nyman within 15 days of ratification. The parties shall meet with Mr. Nyman to determine the process for the hearing of this matter.

- d) More specifically, the arbitrator shall be asked to decide whether or not to award the following:

*ETFO shall reimburse each school board for benefits contributions made to the ETFO ELHT on strike days taken by ETFO Education Workers in the 2019-20 school year in accordance with Appendix I (Section C5.4(e) of the 2022-2026 Central Terms), with the exception that the ETFO FTE will be based on the actual average FTE reported by the boards in the staffing schedule for the school year ending August 31st, 2020. This payment shall be made no later than 90 days following the decision of the arbitrator.*

- e) The arbitrator will have no jurisdiction or authority to amend the language in (d) in his award.
- f) The Parties and the Crown further agree that, in making his decision, the arbitrator may consider, in addition to any other factor he considers relevant, the submissions of the Parties and the Crown including any correspondence with the ELHT with respect to the issue outlined in (c).
- g) The Parties and the Crown recognize the jurisdiction of the arbitrator and agree not to raise objections on the authority of the arbitrator to issue a decision on this matter.

## 12. PROFESSIONAL DEVELOPMENT/LEARNING

### a) Education Workers Professional Development/Learning

The Crown shall create a one-time Priorities and Partnerships Fund (PPF) grant for distribution, consistent with the Transfer Payment Accountability Directive (TPAD), in the amount of \$1,000,000. Funds from this PPF shall be distributed to school boards during the 2023-2024 school year to be used until the end of the 2025-2026 school year for professional development/learning for education workers. Boards and local bargaining units shall meet to discuss and determine the utilization of these funds, by November 30, 2023.

In the absence of an agreement, school boards will adhere to their regular approval processes for the administration of funds. Release days will be scheduled subject to operational requirements. The funds shall be utilized as follows, as they relate to employee roles and responsibilities:

- Registration fees for conferences, workshops, courses;
- Guest speakers;
- Release time for professional development/learning (e.g., classroom visits, group study/collaboration, conferences, workshops, courses);
- Purchase of books or media for the purpose of professional development/learning.

The chart attached as Appendix III details the allocation of this funding to the school boards that will receive it. Unspent funds at the end of this period are returned to the Crown, consistent with the TPAD.

### b) Release Time for Early Childhood Educators

The Crown shall create a one-time Priorities and Partnerships Fund (PPF) grant for distribution, consistent with the Transfer Payment Accountability Directive (TPAD), in the amount of \$748,252 to be distributed in the 2023-2024 school year. Funds from this PPF shall be used until the end of the 2025-2026 school year for release time for Early Childhood Educators.

Permanent and long-term assignment Early Childhood Educators will be provided with two paid release days during the term of the agreement for the purpose of professional development/learning on topics of provincial priorities, including reading, math, and equity, diversity and inclusion. At least one day must be used for the topic of reading.

Release days will be scheduled subject to operational requirements. Boards and local bargaining units shall meet to discuss the scheduling of release days.


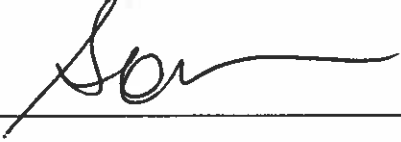
School boards may offer professional development/learning outside of the school year (e.g., during the summer months), in lieu of release days, on a voluntary basis. Early Childhood Educators that volunteer for these days will be paid at the casual/occasional rate for the number of hours.

APPENDIX "B" TO MEMORANDUM OF AGREEMENT DATED SEPTEMBER 21, 2023

The chart attached as Appendix IV details the allocation of this funding to the school boards that will receive it. Unspent funds at the end of this period are returned to the Crown, consistent with the TPAD.

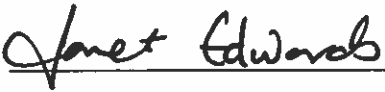
Dated at Toronto, this 21<sup>st</sup> day of September, 2023

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

  
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**COUNCIL OF TRUSTEES' ASSOCIATIONS, COMPRISED OF THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION AND THE ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (CTA)**

  
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**FOR THE CROWN**

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

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

- a) 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 local terms.

### **C1.2 Implementation**

- a) 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 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**

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

## **C2.00 DEFINITIONS**

- C2.1** The “Central Parties” shall be defined as the Employer bargaining agency, the Council of Trustees’ Association (CTA) and the employee bargaining agency, the Elementary Teachers’ Federation of Ontario (ETFO), each being a “Central Party”) The Elementary Teachers’ Federation of Ontario (ETFO) refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014*, as amended (SBCBA) for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The Council of Trustees' Associations (CTA) refers to the designated Employer bargaining agency pursuant to subsection 21 (6) of the

SBCBA for central bargaining with respect to employees in the bargaining units for which ETFO is the designated employee bargaining agency. The CTA is composed of:

1. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
2. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

**C2.2** "Term assignment" means, in relation to an employee,

- i. a term assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a term assignment will be defined as twelve (12) days of continuous employment in one assignment.

**C2.3** "Casual Employee" means,

- i. a casual employee within the meaning of the local collective agreement,
- ii. if clause (a) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. if clauses (a) and (b) do not apply, an employee who is not regularly scheduled to work.

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

#### **C3.1 Single Collective Agreement**

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

#### **C3.2 Term of Agreement**

- a) In accordance with Section 41(1) of the SBCBA, the term of this collective agreement, including central terms and local terms, shall be for a period of four years from September 1, 2022 to August 31, 2026.

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

- a) 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**

- a) 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**

- a) In accordance with Section 42 of the SBCBA, 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 SBCBA, 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, 1995*, as amended.
- b) Notice to commence bargaining shall be given by a central party:
  - i. within ninety (90) 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 pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the SBCBA, central matters may also be grieved locally, in which case local grievance processes will apply.

### **C4.1 Definitions**

- i) 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.

- ii) The “Central Parties” shall be defined as the Council of Trustees’ Association (CTA) and the Elementary Teachers’ Federation of Ontario (ETFO), each being a “Central Party”).
- iii) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- iv) For the purpose of the Central Grievance Process only “days” shall mean school days.

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

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

- vii) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

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

- i) Any central provision of the collective agreement alleged to have been violated.
- ii) The provision of any statute, regulation, policy, guideline, or directive at issue.
- iii) A detailed statement of any relevant facts.
- iv) The remedy requested.
- v) A grievance under this provision is not invalidated as a result of a technical deficiency under 4.3 i), ii), iii) or iv), above.

**C4.4 Referral to the Committee**

- i) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- ii) A central party shall refer the grievance to the Committee 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.
- iii) The Committee shall complete its review within ten (10) days of the grievance being filed.
- iv) 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.
- v) All timelines may be extended by mutual consent of the Central Parties.

**C4.5 Mediation**

- i) The Central Parties may, on mutual agreement, request the assistance of a mediator.

- ii) 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.
- iii) Timelines shall be suspended for the period of mediation.

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

- i) Arbitration shall be by a single arbitrator.
- ii) The Central Parties shall select a mutually agreed upon arbitrator.
- iii) 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.
- iv) The Central Parties may refer multiple grievances to a single arbitrator.
- v) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

### **C5.00 PROVINCIAL BENEFITS PLAN**

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 (the "ETFO ELHT"). The date on which the 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 education workers 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, 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.

### **C5.3 Funding**

- a) The annual per FTE funding shall be as follows:
  - i. September 1, 2022: \$5,712.00
  - ii. September 1, 2023: \$5,769.12
  - iii. September 1, 2024: \$5,826.82
  - iv. September 1, 2025: \$5,885.08
  - v. August 31, 2026: \$6,120.48

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

- a) For purposes of ongoing funding, the FTE positions will be those consistent with the Ministry of Education FTE directives as reported in what is commonly known as Appendix H – staffing schedule by Employee/Bargaining Group for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions will be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31 and March 31.
- c) 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



ELHT 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.

- d) 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.
- e) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lockout resulting in ETFO education workers withdrawing their full services:
  - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO education worker FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31<sup>st</sup> and March 31<sup>st</sup> for the school year impacted by the strike or lockout
  - ii. Divide i) by 225 days
  - iii. Multiply ii) by the number of strike or lockout days for ETFO education workers at the school board.

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

A benefits committee comprised of equal representation from ETFO, the CTA, 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, will remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for casual or term employees as a term of the local collective agreement in effect as of August 31, 2014, the boards will 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.

#### **C6.00 CENTRAL LABOUR RELATIONS COMMITTEE**

- 6.1 The Council of Trustees' Association (CTA) and ETFO agree to meet as the joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- 6.2 Either Party may also request an informal meeting, outside of the CLRC, to bring forward matters of mutual interest. If the Parties are unable to resolve the matter informally, it may be brought forward as an agenda item to the CLRC.
- 6.3 The Committee may convene a meeting upon the request of either party.
- 6.4 The Parties to the Committee agree that any discussion either informally or at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.
- 6.5 The committee shall include two (2) representatives from ETFO and two (2) representatives from the CTA. The Parties agree that the Crown may attend meetings.
- 6.6 Additional representatives may attend as required by each party.

## **C7.00 SICK LEAVE**

### **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 employees will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Employees 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 employees will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees 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.** An employee 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 an employee 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 employee 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 employee until the employee has

completed eleven (11) consecutive working days at their full FTE without absence due to illness.

- iv. Where an employee 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 employee will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the employee 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 regular/permanent employee 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 employee recovers from an illness or injury, the employee may use any unused sick/short-term disability allocation remaining, if any, for the employee's FTE that the employee is unable to work due to illness or injury.

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

- i. Employees 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 employees 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 Employees in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to employees in a Term Assignment:

- i. Employees in a Term 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. Employees who are less than full-time shall have their STLDP allocation pro-rated. Employees eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Employees in a Term 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 Term Assignment compared to the full working year of their classification in accordance with the allocation in (i) above.
- iii. Where the length of the Term 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. An employee on a Term Assignment who works more than one Term Assignment in the same school year may carry forward Sick leave and STLDP from one Term 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 employee 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.

## **C8.00 STATUTORY LEAVES OF ABSENCE/SEB**

### **C8.1 Family Medical Leave or Critical Illness Leave**

- a. Family Medical Leave or Critical Illness Leave granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b. The employee will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c. An employee 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 an employee 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 employee must agree to provide payment for their share of the benefit premiums, where applicable.
- f. In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with a) to d) below, 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.

### **C8.2 Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB)**

- a. The Employer shall provide for a permanent employee who accesses such leaves a SEB plan to top up their EI Benefits. The employee 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 employee would normally be paid. The SEB plan pay will be the difference between the gross amount the employee receives from EI and their regular gross pay.

- b. Employees in a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- c. SEB payments are available only to supplement EI Benefits during the absence period as specified in this plan.
- d. The employee must provide the Board with proof that he/she has applied for and is in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

### **C8.3 Maternity Benefits (SEB Plan)**

- a. The Employer shall provide for permanent and long-term occasional employees a SEB plan to top up their EI Benefits. The employee 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, 2011*, as amended, during such period. There shall be no deduction from sick leave or the Short-Term Leave Disability Program (STLDP).
- b. Employees 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. Employees 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. Employees 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 employee must provide the Board with proof that she has applied for and is in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f. Eligible employees 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 employee 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 employee in accordance with the Board's payroll procedure.

- g. Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.
- h. If an employee begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

**C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS**

Where an employee works outside of regular working hours, all applicable provisions of the local collective agreement regarding approval processes, hours of work, overtime/lieu time, etc. shall apply.



## APPENDIX A

### A. Sick Leave Credit-Based Retirement Gratuities (where applicable)

- 1) An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- 2) If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee'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 Employee on August 31, 2012; and
  - (b) the Employee's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of an Employee, 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 Employees 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 board, 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 Employee have 10 years of service with the board:
  - i. Hamilton-Wentworth District School Board

### B. Other Retirement Gratuities

An Employee 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 Ontario  
(hereinafter called 'ETFO')**

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**AND**

**The Crown**

**Re: Status Quo Central Items**

The Parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2019-2022 local collective agreements. The issues listed below shall not be subject to local bargaining or to amendment by the local Parties.

**Issues:**

- Short Term Paid Leaves (number of days)
- Vacation Pay
- Statutory Holidays
- Paid Holidays
- Overtime
- Paid Lunch / Paid Breaks\*
- Long Term Disability\*
- Work Day (excluding scheduling)
- Work Week (excluding scheduling)
- Work Year (excluding scheduling)
- Professional/Preparation Time
- Allowances/Premiums
- Class Structure and Supports
- FDK Model

*\*except where explicitly agreed by the central Parties and the Crown*

**LETTER OF AGREEMENT # 2**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**Re: Job Security: Protected Complement**

1. Effective as of the date of central ratification (the "Protected Complement Date"), the Board undertakes to maintain its overall Protected Complement, except in cases of:
  - a. a catastrophic or unforeseeable event or circumstance;
  - b. a declining board/school enrolment;
  - c. school closure and/or school consolidation; or
  - d. funding reductions.
  
2. For the purpose of this Letter of Agreement, at any relevant time, the Board's overall Protected Complement is equal to:
  - a. FTE (excluding temporary, casual and/or occasional positions) as at the Protected Complement Date. (Memorandum note: the FTE number is to be agreed to by the Parties through consultation at the bargaining unit level)
  - b. minus any FTE attrition of bargaining unit members which occurs after the date of central ratification (Note: since FTE in (a) already excludes temporary, casual, and/or occasional positions, the reduction would be in permanent staff).

Reductions as may be required above shall only be achieved through lay-off after consultation with the union. Alternative measures may be considered by a board, which may include:

- c. priority for available temporary, casual and/or occasional assignments;
- d. the establishment of a permanent supply pool where feasible; or

- e. the development of a voluntary workforce reduction program (contingent on full provincial government funding).
3. Where complement reductions are required pursuant to declining enrolment, such complement reductions shall occur at a rate not greater than the rate of student loss.
4. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).
5. Every effort should be made to minimize necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.
6. Staffing provisions contained in the 2014-2017 collective agreements or the last collective agreement completed between the Parties with regard to surplus, bumping and recall will continue.
7. The above language does not allow trade-offs between the classifications outlined below:
  - a. Assistants/Technicians
  - b. DECEs
  - c. Custodians/Cleaners/Maintenance/Trades
  - d. Instructors
  - e. Counsellors
8. The Parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
9. This Letter of Agreement expires on August 30, 2026.

**LETTER OF AGREEMENT # 3**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**AND**

**The Crown**

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

School Boards will continue to ensure Education Workers have the ability to lock and unlock the classroom door.

**LETTER OF AGREEMENT # 4**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

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

The Parties confirm that there continue to be seven (7) PA days in each school year during the term of this collective agreement. There will be no loss of pay for ETFO members in accordance with local language (excluding casual employees).

The Parties agree that one-half of one PA day in each school year during the term of this collective agreement will be designated for role specific training or role specific professional development for permanent employees.

**LETTER OF AGREEMENT # 5**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**AND**

**The Crown**

**Re: Provincial Committees**

The Parties agree that specific issues related to the work of the members of the ETFO Education Support Worker Central Table may be raised by ETFO on the following Provincial Committees, in accordance with the terms of reference of each committee:

- Ministry Initiatives
- Provincial Working Group on Health and Safety

**LETTER OF AGREEMENT # 6**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**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 for this round of bargaining. This agreement is without prejudice to outstanding grievances and local agreements.



**LETTER OF AGREEMENT # 7**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**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 # 8**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**AND**

**The Crown**

**RE: Violence Prevention Health and Safety Training**

Effective in the 2023-24 school year and each subsequent year of the collective agreement, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to permanent and long-term assignment employees. This will include the following topics: Online Violent Incident Reporting, Safe Schools Reporting, and Notification of Potential Risk of Injury.

The parties recommend that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

**LETTER OF AGREEMENT # 9**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**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.

The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

**LETTER OF AGREEMENT # 10**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**RE: Task Force on the Utilization of Sick Leave**

The parties and the Crown agree to establish a task force to review data and explore leading practices related to utilization of sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of ETFO and the CTA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating separate teacher and education worker sector-wide task forces. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. gather and explore data, by unionized job classifications, on the utilization of sick leave and short-term disability;
2. gather and review information including but not restricted to the following:
  - a. a jurisdictional scan on sick leave and short-term disability plans;
  - b. best practices relating to safe return to work
3. discuss factors contributing to sick leave and short-term disability usage in the education sector;
4. report its findings to school boards and ETFO.

The task force shall complete its work by August 31, 2025.

**LETTER OF AGREEMENT # 11**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**RE: Violent Incident Debriefing Training**

The Parties acknowledge that the 2018 *Violent Incident Debriefing Training Module*, developed by the Ontario Education Services Corporation for the Ministry of Education, includes leading practices in debriefing after a critical incident.

Within sixty (60) days following the date of ratification of the central terms, the Crown will recirculate the *Violent Incident Debriefing Training Module* to School Boards that employ education workers represented by ETFO.

School Boards may adopt Checklist 1 – Immediate Staff Debriefing Following a Critical Violent Incident and Checklist 2 -Follow-up Staff Debriefing Following a Critical Violent Incident from the *Violent Incident Debriefing Training Module* upon mutual agreement between the local parties.

School Boards are encouraged to consult with the Joint Health and Safety Committee on how this training will be provided to ETFO-Education Workers during the term of this collective agreement.

**LETTER OF AGREEMENT # 12**

**BETWEEN**

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

**AND**

**The Council of Trustees' Associations  
(hereinafter called 'CTA')**

**RE: Violence Prevention in School Boards**

The parties and the Crown agree that the scope of the work of the Provincial Working Group - Health and Safety (PWGHS) will continue to include violence prevention in schools.

The current Terms of Reference requires a minimum of 4 meetings per year, which can be amended based on the consensus of the work group.

The parties will jointly recommend to the PWGHS the following:

1. Violence prevention shall be prioritized as a topic for discussion.
2. The PWGHS will collect and review:
  - a. how data regarding violent incidents is gathered and shared.
  - b. how safety plans are created and updated and who is involved.
  - c. how and when risk assessments and reassessments are conducted and who is involved.
  - d. how school boards are sharing information regarding the potential risk of violence which is likely to expose the worker to physical injury, relative to the practices outlined in [Workplace Violence in School Boards: A Guide to the Law](#).

The data collected by the Provincial Working Group - Health and Safety will identify best practices, which may be used to update the [Workplace Violence in School Boards: A Guide to the Law](#) to share with school boards by August 31, 2026.

<b>Supports for Students Fund - ETFO-EW</b>				
<b>DSB Name</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
Rainy River DSB	144,688	149,275	153,873	158,520
Renfrew County DSB	336,860	347,539	358,243	369,062
<b>Totals</b>	<b>481,549</b>	<b>496,814</b>	<b>512,115</b>	<b>527,581</b>

Notes:

Note 1: 2022-23 amounts already include the investment previously communicated through the 2022-23 Grants for Student Needs, released February 17, 2022.

Note 2: In 2022-23, Penetanguishene PSSB shall receive funding equivalent to 2021-22 increased by 3.24%. In 2023-24, that amount shall be increased by 3.17%. In 2024-25, the amount in 2023-24 shall be increased by 3.08% and in 2025-26, the amount in 2024-25 shall be increased by 3.02%.

Appendix III

<b>Professional Development - ETFO-EW</b>	
<b>DSB Name</b>	<b>2023-24</b>
Algoma DSB	4,536
Durham Catholic DSB	35,637
Durham DSB	130,094
Grand Erie DSB	44,276
Halton DSB	104,572
Hamilton-Wentworth DSB	104,572
Keewatin-Patricia DSB	7,919
Penetanguishene PSSB	5,400
Rainbow DSB	19,078
Rainy River DSB	38,805
Renfrew County DSB	78,744
Simcoe County DSB	102,412
Toronto Catholic DSB	145,068
Trillium Lakelands DSB	29,158
Waterloo Region DSB	149,730
<b>Totals</b>	<b>1,000,000</b>

Notes:

Note 1: One-time funding of \$1 million to be used over the term of the agreement for professional development.

Note 2: \$1 million is distributed among school boards based on ETFO-EW FTE reported by district school boards in 2021-22 Revised Estimates and reported by isolate boards in 2021-22 Estimates.



Appendix IV

<b>ECE Release Time - ETFO-EW</b>	
<b>DSB Name</b>	<b>2023-24</b>
Durham Catholic DSB	31,434
Durham DSB	114,752
Grand Erie DSB	39,055
Halton DSB	92,240
Hamilton-Wentworth DSB	92,240
Keewatin-Patricia DSB	6,985
Rainbow DSB	16,829
Simcoe County DSB	90,334
Toronto Catholic DSB	127,643
Trillium Lakelands DSB	25,719
Waterloo Region DSB	111,021
<b>Totals</b>	<b>748,252</b>

Notes:

Note 1: Amounts shown above already reflect \$1/hour per year wage increases over the period of the agreement.

Note 2: Penetanguishene PSSB shall receive \$953 in 2023-24.