



Elementary Teachers' Federation of Ontario (ETFO)

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

136 Isabella Street, Toronto, ON, M4Y 0B5

Tel: 416-962-3836 Toll Free: 1-888-838-3836 etfo.ca

ETFO 2022-2026 Teacher/Occasional Teacher Tentative Central Agreement Documents

2. Tentative Central Agreement Terms: Documents

- The 2022-2026 ETFO Teacher/Occasional Teacher Tentative Central Agreement terms are provided in four documents:
 1. a Memorandum of Settlement (four pages)
 2. the ETFO Teacher/Occasional Teacher Part A: Central Terms (thirty-five pages)
 3. Appendix II (six pages) that includes:
 - Memorandum of Understanding #1: Early Reading Screening
 - Memorandum of Understanding #2: Compensation
 4. Appendix III (two pages) that includes:
 - Supports for Students Fund (SSF) funding
 - Early Reading Screening (ERS) funding
- Please see ETFO's resource called *2022 Central Bargaining – Tentative Agreement Highlights* for a summary of what is included in these four 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

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
hereinafter: "OPSBA"

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, and III 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 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 process by December 22, 2023.
4. Ratification/approval of this Memorandum and its Appendices I, II, and III is conditional upon ratification/approval by the Crown and ETFO of their Memorandum of Agreement dated November 16, 2023, which includes the Memorandum of Settlement of all outstanding matters in respect of Bill 124 remedy negotiations.

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 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.
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 OPSBA agrees to not provide notice of lockout or change terms and conditions of employment, pending the outcome of the central ratification process.

9. COMPENSATION

The Parties and the Crown agree to refer the matter of compensation to binding interest arbitration for final determination, in accordance with Memorandum of Understanding #2 (Appendix II).

10. BENEFITS

- a) 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 teachers 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.
- b) 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 in the 2019-20 school year in accordance with Appendix I (Section C5.4(d) 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.
- c) The arbitrator will have no jurisdiction or authority to amend the language in (b) in his award.
- d) 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 (a).

- e) 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.
- f) The Parties and the Crown agree that the proceeding for this matter may be consolidated with the proceeding on the same matter for ETFO Education Workers.
- g) **Competitive Procurement:** Subject to the parties of the other Trust Agreements agreeing to a similar extension, the Parties and the Crown agree to defer the requirement to competitively procure the role of Administrative Agent by up to two years.
- h) Benefits funding outlined in Appendix I, Part A Central Terms C5.3 Funding shall be implemented within 60 days of the ratification of central terms.

11. SUPPORTS 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 system investment. The Crown will, conditional upon the approval by the Lieutenant-Governor-in-Council, increase the Support for Students Fund in each year of the 2022-2026 collective agreement in alignment with general wage increases for ETFO teachers.

Funds from this system investment shall be allocated to English-language public School Boards to create ETFO Teacher positions to address supports for student self-regulation, behaviour, and/or social-emotional needs, special education supports, English Language Learner supports, Indigenous student 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 and determine the allocation of positions, based on student needs, arising from the system investment. The number of positions will be based on Appendix III.

If the JSC (or equivalent) cannot determine the allocation of funding, the School Board shall decide on the allocation, but a minimum of 30% (rounded to the nearest half FTE) of funding must be used for supports for student self-regulation, behaviour, and/or social-emotional needs.

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

12. INDIVIDUAL EDUCATION PLANS (IEP)

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

13. EARLY READING SCREENING

ETFO agrees to withdraw, on a without precedent or prejudice basis, its unfair labour practice complaint regarding the issuing of PPM 168 (OLRB File No 1093-23-U) within 15 days following the ratification of central terms.

The Parties agree that Memorandum of Understanding #1 can take effect following the ratification of central terms for the 2024-2025 and 2025-2026 school years.

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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 four (4) years from September 1, 2022 to August 31, 2026 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 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 section c) shall be subject to the following conditions:
 - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT’s expense, within 30 days after their decision to make the change.
 - ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
 - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.

- c) The funding rate shall be increased for inflation as follows on the following dates:
- i. September 1, 2022: 1% (\$6,235.74)
 - ii. September 1, 2023: 1% (\$6,298.10)
 - iii. September 1, 2024: 1% (\$6,361.08)
 - iv. September 1, 2025: 1% (\$6,424.69)
 - v. August 31, 2026: 4% (\$6,681.68)

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 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.
- 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.
- d) 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 lock-out resulting in ETFO teachers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out;
 - ii. Divide i) by 194 days;
 - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

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.

If a new or modified policy initiative is not discussed at the Ministry Initiatives Committee in advance of implementation, it will be discussed at the next meeting. Alternatively, the Crown will endeavor to provide an informational briefing to ETFO and OPSBA at another forum prior to the next Ministry Initiatives Committee, which may include other attendees at the discretion of the Crown.

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 Winter breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP.
- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: 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 OPSBA, 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 #3

BETWEEN

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

AND

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

AND

The Crown

RE: 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 occasional teachers. Where daily occasional teachers are scheduled to work on a PA Day when this training is provided they will participate. 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 #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, 2026. 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 **2019-2022** 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:

- **Short-term paid leave (number of days)**
- **Qualification allowances including extra degree allowances**
- **FDK Model**
- **Preparation Time (number of minutes)**
- **Student supervision (number of minutes)**
- **Release time related to violent incidents**

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: Individual Education Plans

To best meet the needs of all students, school boards will consider a number of factors when establishing class lists, including the workload related to IEPs.

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 agree to recirculate the Final Report of the Support for Students Committee (June 2, 2021) established through Letter of Agreement #9 of ETFO's 2019-2022 Teacher/Occasional Teacher Central Agreement. The Crown will distribute the report to School Boards within sixty (60) days following the date of ratification of the central terms.

A provincial committee will be established with representatives comprised of:

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

Using the three areas of focus in the *Final Report of the Support for Students Committee*, this committee shall meet to gather and identify examples of best practices across school boards.

The committee will strive to complete its work in time for the beginning of the 2024-25 school year. The compilation of best practices shall be shared with School Boards immediately thereafter.

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.

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 #11

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: 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 teachers 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 Teachers during the term of this collective agreement.

LETTER OF AGREEMENT #12

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: 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.

LETTER OF AGREEMENT #13

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: Integration of Students

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 assist in meeting the unique needs of individual learners.

The Parties recognize that preparation prior to a student from a special education class being integrated into a regular classroom can contribute to positive outcomes for the student. That preparation may include, but is not limited to:

- **the review of the Ontario Student Record (OSR);**
- **the creation and/or review of a safety plan and/or behavior plan; and**
- **other program planning necessary for the successful inclusion of a student with special needs.**

Furthermore, any known required resources or technology shall be in place prior to the commencement of the student's integration into a regular classroom except in extenuating circumstances.

LETTER OF AGREEMENT #14

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: Hybrid Instruction

Hybrid instruction is defined as providing synchronous instruction to students in-person and remotely simultaneously.

The Parties acknowledge that in-person instruction is preferred over hybrid instruction and provides better outcomes for most students.

Teachers will not be required to provide hybrid instruction for a student who is absent from in-person class for discretionary reasons.

LETTER OF AGREEMENT #15

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: Hiring Practices

The Parties acknowledge that successful teaching experience within the school board, including daily and long-term occasional experience, is valuable in the hiring process.

Teaching experience within the school board will be a factor considered in accordance with Ministry and school board policies in the selection of a successful candidate for a position as a long-term occasional teacher.

Where a candidate is unsuccessful in the hiring process, and requests feedback, it will be provided within 30 days of the interview.

Related provisions in Part B of the collective agreement shall remain in effect.

LETTER OF AGREEMENT #16

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: Safe Teaching and Learning Environments

The parties agree that safe teaching and learning environments is a shared goal. In addition, the parties acknowledge that appropriate conduct in schools is essential for successful educational outcomes and a positive school climate. A positive school climate includes expectations that everyone actively promotes and demonstrates positive behaviours and interactions, to create, foster and sustain a school community that is safe, inclusive, and accepting for all.

Within 60 days of the ratification of the Central Terms, the Crown, ETFO, and OPSBA will meet to revise PPM 128: The Provincial Code of Conduct and School Board Codes of Conduct.

The parties agree to establish a requirement for schools to have publicly facing signage that communicates behaviour expectations for everyone that are consistent with a safe learning and teaching environment.

Following these discussions, School Boards and Locals shall meet and discuss how the expectations in the code of conduct are communicated to staff, students, other members of the school community, and visitors.

The parties will develop recommendations for the Crown regarding the content of the signage related to the code of conduct that will be shared with school boards. The signage will be shared with the parties prior to the distribution to school boards.

The Crown commits to have the revisions to PPM 128 completed prior to the start of the 2024-25 school year.

The Crown shall endeavour to ensure that the publicly facing signage is distributed to school boards to be posted in schools and board head offices prior to the start of the 2024-25 school year.

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: Early Reading Screening

1. Funding

The Crown shall provide a provincial investment (as noted in Appendix III) in each of the 2024-2025 and 2025-2026 school years to hire teachers (hereinafter, "Specialist Teachers") who can work one-on-one or in small groups with students in Kindergarten to Grade 3 who would benefit from more support in reading. These supports may include providing direct Tier 2 and Tier 3 reading interventions and other supports required by the school or board on reading and literacy-related initiatives.

2. Implementation of provincially mandated Early Reading Screening (ERS)

The Parties agree that mandatory ERS, as directed by the Ministry of Education, shall be implemented by School Boards in accordance with the following:

- a) All students in Year 2 of Kindergarten, Grade 1 and Grade 2 shall be screened for early reading using a ministry-approved, evidence-based screening tool. These students are required to be screened twice in a school year, however, for students who met the benchmark in the first screening, the second screening is optional.
- b) Classroom teachers shall be responsible for screening students in their class. After the first screening, students who are receiving additional support from a

Specialist Teacher, and require a second screening, will be screened by the Specialist Teacher.

- c) Additional support from a Specialist Teacher may take a variety of forms including in-class and/or withdrawal.
 - d) For the first screening, and after consultation with the classroom teacher on the lesson plan, Specialist Teachers will plan and provide literacy and language curriculum instruction to students in Grade 1, Grade 2, and Year 2 of Kindergarten classes that do not have a designated early childhood educator while the classroom teacher administers the ERS tool to individual students. A classroom teacher in a Year 2 of Kindergarten class that has a designated early childhood educator may request support of a Specialist Teacher and it may be provided subject to Specialist Teacher availability.
 - e) For the first screening, the Specialist Teacher time booked in the classroom is based on an average of 15 minutes per student that is being screened.
 - f) School Boards will make best efforts to reschedule Specialist Teacher assistance in the event of an absence or other unforeseen circumstances during the administration of the ERS tool by the classroom teacher.
3. The implementation of ERS as contemplated in this Memorandum of Understanding shall not be subject to a grievance under article C9 of the collective agreement. For clarity, this Memorandum of Understanding is subject to the grievance procedure.
4. This Memorandum of Understanding will be in effect for the 2024-2025 and 2025-2026 school years. Conditional upon the continuation of funding specified in paragraph 1, this Memorandum of Understanding will remain in effect following the expiration of the 2022-2026 collective agreement, until the ratification of the subsequent central agreement. For clarity, none of the commitments in this Memorandum of Understanding shall continue beyond the expiration of the 2022-2026 collective agreement if the funding specified in paragraph 1 is not continued.

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: Compensation

1. ETFO, OPSBA, and the Crown (collectively, the "Parties") agree to refer the matter of compensation to a tripartite board of arbitration ("Board") for final determination.
2. The scope of arbitration shall address the salary grids, wage schedules and allowances for teachers and occasional teachers. The Parties' respective proposals on salary grids, wage schedules and allowances for teachers and occasional teachers shall be provided no later than four (4) weeks prior to the exchange of written briefs.
3. In respect of the appointment process for the members of the Board, within 15 days of central ratification:
 - a. the Parties will invite William Kaplan to serve as chair of the Board ("Chair"); and
 - b. one member shall be appointed by ETFO, and one member shall be jointly appointed by OPSBA and the Crown. Upon appointment of their respective member to the Board, that party(ies) shall notify the other party(ies) of the name and address of the member appointed.
4. In the event that Arbitrator Kaplan is or becomes unwilling or unable to act in the role of Chair before the Board has completed its work, the Parties shall jointly request Arbitrator Kevin Burkett to be the Chair. In the event that Arbitrator Burkett is unable or unwilling to act as Chair, each of the Parties shall submit a list of 3 names to the Chair of the Ontario Labour Relations Board. If there is a

single name that appears on both lists, that person shall be invited to act as arbitrator. If there is more than one name that appears on both lists or if there are no names in common on the lists, the Chair of the Ontario Labour Relations Board shall select the arbitrator from the individuals on the lists submitted by the parties as described herein.

5. In accordance with s. 40 of the *Labour Relations Act, 1995*, SO 1995, c 1, Sch A ("*LRA*"), a Board, under the leadership of the Chair, shall have the power to direct its process and shall have all of the powers of a chair and members of a board of arbitration under the *LRA*, subject to the following and any other provisions of the *School Boards Collective Bargaining Act, 2014*, SO 2014 ("*SBCBA*"), as applicable:
 - a. The method to be used in this proceeding shall be mediation-arbitration, and not mediation-final offer selection or any other method. For clarity, where the Parties elect to participate in mediation, the Chair shall mediate, and the Parties' respective nominees shall assist in the process as requested.
 - b. The Parties will make best efforts with the Board to schedule an initial hearing date. Once the initial hearing date is scheduled, the following timetable shall apply:
 - i. By no later than 8 weeks prior to the initial hearing date, ETFO, OPSBA, and the Crown shall submit, contemporaneously, written briefs (including any exhibits thereto) to the Board and the other parties to such arbitration. For clarity, it shall be a joint brief for OPSBA and the Crown; and
 - ii. By no later than 4 weeks prior to the initial hearing date, ETFO, OPSBA, and the Crown shall submit, contemporaneously, written reply briefs (including any exhibits thereto) to the Board and the other parties to such arbitration. For clarity it shall be a joint reply brief for OPSBA and the Crown.
 - c. Any other procedural matters, including, without limitation, whether the arbitration will proceed virtually or in person, and scheduling of hearing dates, will be determined by the Board following submissions from the Parties.
 - d. Each of ETFO, OPSBA, and the Crown shall make submissions in the course of the arbitration. For clarity, OPSBA and the Crown shall have an opportunity to make independent submissions.

- e. In the event of a dispute as to the scope of arbitration, such disputes shall be determined by the Board
- f. In accordance with s. 38 of the *SBCBA*, the Board shall take into consideration all factors that the Board considers relevant, including the following criteria:
 - i. The school boards' ability to pay in light of their fiscal situation.
 - ii. The extent to which services may have to be reduced, in light of the decision or award, if current funding and taxation levels are not increased.
 - iii. The economic situation in Ontario.
 - iv. A comparison, as between the employees and other comparable employees in the public and private sectors, of the terms and conditions of employment and the nature of work performed.
 - v. The school boards' ability to attract and retain qualified employees.
- g. Each of the Parties shall be responsible for the costs of its own legal counsel and other costs incurred in preparing and presenting its case for arbitration. Other fees and expenses of the Board and all the administrative costs of the arbitration shall be borne equally (1/3 each) by each of the Parties.
- h. Any increase with respect to compensation shall be effective on September 1 of 2022, 2023, 2024, or 2025. No award shall be made that is in respect of a period before September 1, 2022. The parties agree that the matter of remedies for the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* is exclusively addressed by the Memorandum of Settlement between ETFO and the Crown dated November 16, 2023 (the Remedy MOS, Appendix A to the Memorandum of Agreement between ETFO and the Crown dated November 16, 2023) and is not within the scope of this arbitration.
- i. In accordance with s. 48(8) of the *LRA*, the Board shall make every reasonable effort to complete the proceedings and render the award within 60 days of completion of the last hearing date in their proceeding.
- j. The decision of a majority is the decision of the Board, but if there is no majority, the decision of the Chair governs. The decision of each Board is final and binding on the participants to such arbitration.

- k. The Board shall remain seized to determine any dispute between the applicable parties about the application or implementation of the arbitration decision and shall make any order or decision necessary to deal with such disputes until collective agreements in all relevant bargaining units are in effect in accordance with the *SBCBA*.
- l. The *Arbitration Act, 1991* (Ontario) shall not apply to this arbitration.

APPENDIX III

Current amounts for 2022-23 school year. Amounts for the term of the agreement are subject to adjustment as per paragraph 11 of the Memorandum of Settlement

Supports for Students Fund - ETFO		
	FUNDING	
DSB Name	2023-24	Est. FTE
Algoma DSB	355,410	3.4
Avon Maitland DSB	515,885	4.9
Bluewater DSB	581,007	5.8
DSB of Niagara	1,223,332	11.8
DSB Ontario North East	265,419	2.6
Durham DSB	2,335,058	23.3
Grand Erie DSB	883,861	8.6
Greater Essex County DSB	1,213,968	11.5
Halton DSB	2,092,850	20.4
Hamilton-Wentworth DSB	1,716,764	16.5
Hastings and Prince Edward DSB	542,544	5.1
Kawartha Pine Ridge DSB	1,090,349	10.9
Keewatin-Patricia DSB	186,459	1.9
Lakehead DSB	329,635	3.2
Lambton Kent DSB	727,697	6.9
Limestone DSB	664,417	6.4
Near North DSB	386,132	3.7
Ottawa-Carleton DSB	2,255,577	22.2
Peel DSB	5,346,581	50.1
Rainbow DSB	462,372	4.5
Rainy River DSB	111,136	1.1
Renfrew County DSB	340,633	3.3
Simcoe County DSB	1,810,928	17.8
Superior-Greenstone DSB	51,991	0.5
Thames Valley DSB	2,516,790	25.0
Toronto DSB	8,094,876	77.4
Trillium Lakelands DSB	556,738	5.5
Upper Canada DSB	931,874	9.1
Upper Grand DSB	1,090,918	10.6
Waterloo Region DSB	2,083,689	19.9
York Region DSB	4,016,483	38.8
Totals	44,781,373	432.7

Notes:

- The estimated number of FTE generated is based on the estimated average funded elementary teacher salary including benefits (excluding Crown Contribution to the ELHT) in each school board based on funded salary (with benefits) levels in 2021-22 (prior to any adjustments related to Bill 124).
- Currently in 2022-23, the isolate boards Moosonee, Moose Factory and Penetanguishine receive the same amount as in 2021-22. Amounts for the term of the agreement are subject to adjustment as per paragraph 11 of the Memorandum of Settlement.

APPENDIX III

Current amounts for 2023-24 school year

Early Reading Screening - ETFO		
FUNDING		
DSB Name	2023-24	Est. Supported FTE
Algoma DSB	385,035	3.7
Avon Maitland DSB	551,395	5.3
Bluewater DSB	663,984	6.3
DSB of Niagara	1,290,365	12.3
DSB Ontario North East	285,935	2.7
Durham DSB	2,296,187	21.9
Grand Erie DSB	906,691	8.6
Greater Essex County DSB	1,079,619	10.3
Halton DSB	1,895,215	18.0
Hamilton-Wentworth DSB	1,643,575	15.7
Hastings and Prince Edward DSB	541,619	5.2
Kawartha Pine Ridge DSB	1,191,703	11.3
Keewatin-Patricia DSB	216,662	2.1
Lakehead DSB	377,245	3.6
Lambton Kent DSB	719,520	6.9
Limestone DSB	663,731	6.3
Near North DSB	379,478	3.6
Ottawa-Carleton DSB	2,222,743	21.2
Peel DSB	4,445,406	42.3
Rainbow DSB	466,785	4.4
Rainy River DSB	153,963	1.5
Renfrew County DSB	363,634	3.5
Simcoe County DSB	1,791,659	17.1
Superior-Greenstone DSB	133,695	1.3
Thames Valley DSB	2,562,457	24.4
Toronto DSB	6,897,277	65.7
Trillium Lakelands DSB	594,880	5.7
Upper Canada DSB	888,741	8.5
Upper Grand DSB	1,129,256	10.8
Waterloo Region DSB	1,969,738	18.8
York Region DSB	3,395,446	32.3
Totals	42,103,639	401.0

Note:

- The Crown shall continue, 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, the amount shown above for the 2024-25 and 2025-26 school years with adjustments to reflect the specified salary increases for each school year and changes in projected enrolment. This also applies to the amounts provided to the isolate boards Moosonee, Moose Factory and Penetanguishine.
- Estimated supported FTE is based on a fixed salary and benefits amount for all school boards commensurate with an experienced teacher.