

PROVINCIAL DISCUSSION TABLE (PDT) AGREEMENT

BETWEEN THE

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO)
REPRESENTING ENGLISH PUBLIC ELEMENTARY TEACHERS
AND OCCASIONAL TEACHERS
"ETFO"**

AND THE

**ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)
REPRESENTING ENGLISH PUBLIC SCHOOL BOARDS
"THE BOARDS"**

DECEMBER 5, 2008

Implementation of the PDT Agreement

1. ETFO and the Boards (hereafter referred to as the Parties):
 - a. Acknowledge having received and reviewed the Ministry of Education's Memorandum 2008:B10 and 2008:B14, as well as the revised 2008-09 Grants for Student Needs (GSN) regulation filed on December 1, 2008;
 - b. Commit to meeting all the requirements described in these documents through collective bargaining as modified by this Agreement
 - c. Agree that at the Board level, new Collective Agreements shall be ratified by both Parties no later than March 31, 2009,
 - d. Understand that the allocation of funding to a Board is subject to the approval of the Lieutenant-Governor-in-Council and is dependent on a new Collective Agreement between the ETFO teachers' Bargaining Unit and the Board being ratified by both Parties to these Collective Agreements, without job action or lock-out prior to March 31, 2009;
 - e. Agree that Collective Agreements that expire on August 31, 2008 will be replaced with Collective Agreements with an expiry date of August 31, 2012;
 - f. Acknowledge that the use of the term "Board" in this Agreement refers to both District School Boards and School Authorities;
 - g. Agree that the Government will facilitate the incorporation of the terms of the PDT Agreement into the individual School Authorities' Collective Agreements as follows:
 - i. ~~The Parties will be invited to attend a meeting to occur in January 2009, having~~
also identified the local issues that need to be reviewed;

- ii. The Parties will be requested to limit their respective delegations to a maximum of two persons for whom the Ministry of Education will pay travel and living expenses;
 - iii. Facilitators will be available to assist the parties to incorporate the PDT agreement into the new 2008-2012 Collective Agreements and to discuss the implementation of these provisions at the local level;
 - iv. The Parties note that funding for School Authorities will be adjusted in 2008-09, 2009-10, 2010-11, 2011-12 and 2012-13, as appropriate, to reflect the changes in the GSN to District School Boards described in this Agreement.
2. In the course of incorporating this PDT Agreement into Collective Agreements, should there be any dispute between the Parties regarding the intent of any of the provisions of the PDT Agreement, the Parties agree to utilize, where needed, Facilitators Thomas Teahen, Moe Jacobs and/or Dominic Giroux, to provide clarification. This shall not preclude unilateral requests by one of the local Parties to seek mediation or facilitation from a third party.
 3. Upon ratification of a local Collective Agreement, the Director of Education of an English Public District School Board, or the Supervisory Officer of an English Public School Authority, and the President of a local ETFO Bargaining Unit shall forward a letter stating: *“All of the conditions contained in the PDT Agreement between OPSBA and ETFO, dated December xx, 2008, have been successfully negotiated into the Collective Agreement between the XX School Board and the YY ETFO Bargaining Unit.”* The letter will be addressed to Margot Trevelyan, Director, Labour Relations and Governance Branch, Ministry of Education.

4. Compensation

Collective agreements will provide an increase to all ETFO Bargaining Unit members for salary, wage rates and allowances generally accepted as pensionable earnings as follow :

<i>September 1, 2008</i>	<i>3%</i>
<i>September 1, 2009</i>	<i>3.985%</i>
<i>September 1, 2010</i>	<i>3.065%</i>
<i>September 1, 2011</i>	<i>0%</i>

These percentages shall be applied equally to all cells on salary grids, wages and allowances at the dates identified above. No other salary or wage adjustment for regular teachers shall be agreed to locally.

5. Group Benefits

The parties agree that the OPSBA’s boards share of the \$50 million 2008-09 benefits funding announced in August 2007 enhancement and allocated through increased benchmarks in the GSN on March 26, 2008 shall be used to assist Boards with the existing cost of benefits and to maintain the level of benefits where such benefits are provided by a defined Board contribution as set out below.

The Parties have noted the government's intention, conditional on the approval of the Lieutenant Governor in Council, to allocate an additional annual enhancement of the \$33million(0.26% increase in benchmarks) effective in 2010-11 to enhance group benefits for all School Boards in Ontario as locally negotiated for implementation by September 1, 2010. All group benefit coverage levels, provisions and practices in place in 2007-08, and not revised under the \$33 million aimed at the enhancement of employee benefit plans, shall, at a minimum, remain *status quo* for the 2008 to 2012 locally negotiated Collective Agreements. For clarity, if in September 2007 the ODA rate was set at 2005 rates, then in September 2009 the ODA rate would be set at 2007 rates.

The local Bargaining Unit's share of the Board's allocation under the \$33million enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-09 Financial Statements. In determining the ratio, Occasional Teachers, whether part of an independent or integrated bargaining unit, shall be excluded.

Board-by-Board projections of this allocation are provided in the Appendix entitled, "Benefits".

Boards must spend not less than their allocated amount under this \$33million enhancement.

In the following collective agreements where employees are eligible to Group Benefits as per a defined Board dollar contribution, such contributions effective August 31, 2008 shall be increased annually by an amount necessary to maintain the 2007-2008 benefit levels plus a proportionate share of the \$33million aimed at the enhancement of employee benefits plans: Bluewater District School Board, Ontario North East District School Board, Keewatin-Patricia District School Board, Near North District School Board, Peel District School Board, Simcoe County District School Board.

6 **SEB Benefits**

In addition to the benefit enhancements set out above, the Parties agree that teachers shall also receive pregnancy and parental benefits as set out herein during both teaching and non-teaching periods.

(a). For all legal parents, irrespective of sexual orientation and whether biological, adoptive or otherwise recognized as legal parents under provincial law, pregnancy and parental benefits shall be paid at 100% of normal weekly earnings for the weekly earnings for the two-week EI waiting period.

(b). For teachers on pregnancy leave, top-up payments to total 100% of normal weekly earnings shall be paid for an additional six weeks.

(c) For the following nine weeks, payment of \$250 per week shall be paid.

(d). Normal weekly earnings for the purpose of the plan shall be calculated by dividing the teacher's annual salary by 194 days and multiplying by 5.

(e) The Parties agree that this paragraph of this Agreement does not include a greater financial settlement for ETFO members than what was contemplated in the Memorandum 2008:B10.

(f). Any existing benefits which are superior to those outlined above shall be maintained.

7. ETFO and OPSBA will establish by February 1, 2009 a Joint Task Group to:
- a. Gather detailed information about the existing employee benefit plans for ETFO members and OPSBA Member Boards including the structure, plan design, delivery and sustainability of employee health and dental plans;
 - b. Review the information with a view to developing alternative plans, including provincial plans which provide benefits that are effective for members and that control costs over time;
 - c. Examine the collective agreement implications of such plans including plan design and implementation details;
 - d. Report to the Parties by March 1, 2010 the results and recommendations agreed by the Task Group with a view to implementing alternative plans by September 2010.

8. Occasional Teachers

Occasional teachers shall receive the salary increases set out in paragraph 4 of this PDT. In addition, there will be an increase of 3.5% in funding benchmarks for Occasional Teachers in 2008-09. The Board-by-Board allocation for the Public English Elementary Panels is provided in Appendix X to this Agreement. The parties agree that this incremental funding shall be used in local bargaining for improvements in salary and/or working conditions for Occasional Teachers beyond the salary increases provided in Paragraph 4.

The Parties will:

- a. Negotiate the number of short-term occasional teachers within the Board that will continue a capped list of occasional teachers, along with appropriate flexibility provisions. Such a list will exclude long-term occasional teachers;
- b. Negotiate language that all Long Term Occasional Teaching positions are hired from the occasional teacher list;
- c. Negotiate the inclusion of both casual and long-term occasional teaching experience in determining grid placement for salary purposes.
- d. Consider the following in negotiating language in Collective Agreements for Occasional Teachers :
 - i. Call-out mechanisms and practices;
 - ii. Mechanisms for adding to or removing names from the list;
 - iii. Recruitment of permanent teachers from the occasional teacher list.

9. Preparation Time

The Parties agree that preparation time for a full-time teacher shall be increased as follows:

<i>September 1, 2008</i>	<i>200 minutes within each period of five instructional days</i>
<i>September 1, 2009</i>	<i>200 minutes within each period of five instructional days</i>
<i>September 1, 2010</i>	<i>220 minutes within each period of five instructional days</i>
<i>September 1, 2011</i>	<i>270 minutes within each period of five instructional days.</i>

10. Release Time for Assessment, Evaluation and Report Cards

The Parties agree on the importance of timely, relevant, comprehensive and meaningful assessment and evaluation of students' learning.

In the 2009-10 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the first reporting period.

Effective in 2010-11, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one prior to the first reporting period and one prior to the second reporting period.

The provision of additional Professional Activity Days shall be in addition to any such benefit provided for under the predecessor collective agreements or by agreement or practice of local parties.

No later than September 1, 2011, each teacher will have three additional assessment days as provided in Regulation 304 during each school year free from instructional duties.

11. Supervision

Starting in 2009-10, Boards shall ensure that no teacher is required to perform in excess of 80 minutes of supervision duties within each period of five instructional days. Supervisory duties include assigned duties such as yard duty, hall duty, bus duty and lunchroom duty. Nothing here will affect any superior benefits in accordance with predecessor collective agreements or practices.

The Parties acknowledge that the Elementary Supervision enhancement described in the Memorandum 2008:B10 will assist Boards in offsetting costs incurred in implementing Collective Agreements as well as increasing student supervision by non-teaching staff to

accommodate the introduction of the new supervision weekly maximum. Joint Supervision Committees at the Board and School levels shall be abolished upon ratification of the new Collective Agreements.

The Parties acknowledge that the Provincial Stability Commission will no longer be required after having completed its decision-making on 2008-09 supervision schedules. Therefore, all references to the Provincial Stability Commission shall be removed from Collective Agreements effective March 31, 2009.

The Parties note the government's intention to no longer provide resources to support the Provincial Stability Secretariat effective April 1, 2009.

12. Peer Coaching and Mentoring

The Parties agree that all Collective Agreements shall contain the following language:

Except as may be otherwise required in the Education Act or in regulation, teacher participation in any peer coaching or mentoring activities shall be voluntary. No information obtained pursuant to coaching or mentoring activities shall be used in the assessment or evaluation of any teacher.

14. Regular Staff Meetings

The Parties agree that :

Regular staff meetings may be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible.

The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers.

Regular staff meetings shall be held no more than once per month on average and each meeting shall be no more than 60 minutes in length.

Teachers are expected to attend staff meetings.

Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals.

Grade and/or divisional meetings may be held in addition to staff meetings. Attendance at grade and/or divisional meetings is voluntary.

Teachers may submit agenda items to the Principal for his/her consideration.

16. **Joint Professional Development Committee**

The Parties agree that professional development needs should be addressed at the Board level through the establishment of a Joint Committee.

The committee will consist of equal representation between the Board and ETFO, not to exceed six representatives in total, unless otherwise agreed to locally.

Boards that do not have such practice in place shall establish such committees by January 2010.

The terms of reference are to be negotiated locally and could include the overseeing of professional activities for teachers during Professional Activity days.

The Parties agree that Joint Board/ETFO Professional Development Committees may currently exist in some Boards and that those committees could incorporate the above terms of reference.

17. **Occupational Health and Safety Act**

The Parties agree that all Collective Agreements shall contain the following language:

The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.


19. **Hiring**

The parties agree that all collective agreements shall contain the following language:

No Teacher in the bargaining unit shall be adversely affected as a result of a principal or vice-principal performing any duties of a position in the teachers' bargaining unit. Without limiting the generality of the above, an adverse effect for the purpose of this clause shall include a layoff, reduction of hours, reassignment or other relocation.

Signed in Toronto on December 5, 2008.

For ETFO



David Clegg, President

For OPSBA



Gene Lewis, General Secretary

**LETTER OF UNDERSTANDING
RE: INCORPORATION OF PROVINCIAL FRAMEWORK INTO LOCAL COLLECTIVE
AGREEMENTS**

BETWEEN THE

**ELEMENTARY TEACHERS' FERDERATION OF ONTARIO (ETFO)
REPRESENTING ENGLISH PUBLIC ELEMENTARY TEACHERS
AND OCCASIONAL TEACHERS
"ETFO"**

AND THE

**ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)
REPRESENTING ENGLISH PUBLIC SCHOOL BOARDS
"THE BOARDS"**

DECEMBER 5, 2008

The Parties (hereby known as ETFO and the Boards) :

- Hereby acknowledge their acceptance of the terms and conditions of the attached Provincial Discussion Table (PDT) Agreement as a Labour Relations Framework Agreement ("the Framework Agreement");
- Agree to recommend acceptance of the Framework Agreement to their respective principals and actively promote its adoption and implementation into Collective Agreements;
- ;
- Encourage Bargaining Units and Boards to address local issues in an environment of good faith negotiations. The Parties agree that the Framework Agreement does not prevent the Parties from negotiating local priorities in Collective Agreements, unless stated otherwise in the Framework Agreement.

In the event of an impasse in negotiations toward the incorporation of the Framework Agreement into a Collective Agreement, the following steps will be taken to assist the local parties:

- ETFO or Boards will identify for the PDT Facilitators which Board has reached an impasse with an ETFO Bargaining Unit.
- The PDT Facilitators will convene a meeting with the local Parties as soon as possible and endeavour to resolve the impasse regarding the implementation of the Framework Agreement in the Collective Agreement.

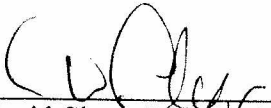
ETFO and Boards agree to take all the appropriate action so that:


- ETFO Bargaining Units will not initiate a strike or other job action before March 31, 2009;
- Boards will not change the terms and conditions of Collective Agreements, nor lock-out any ETFO Bargaining Unit before March 31, 2009;
- A "no-Board" report will not be requested before March 31, 2009.

Signed in Toronto on December 5, 2008 :

For ETFO

For OPSBA



David Clegg, President

Gene Lewis, General Secretary