EXTENSION AGREEMENT

BETWEEN:

Ontario Public School Boards’ Association (OPSBA)

AND

Ontario Catholic School Trustees’ Association (OCSTA)

AND

L’Association des conseils scolaires des écoles publiques de l’Ontario (ACÉPO)

AND

L’Association franco-ontarienne des conseils scolaires catholiques (AFOCSC)

hereinafter:

COUNCIL OF TRUSTEES’ ASSOCIATIONS/CONSEIL DES ASSOCIATIONS D’EMPLOYEURS

“CTA/CAE”

AND

ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION/FÉDÉRATION DES ENSEIGNANTES-ENSEIGNANTS DES ÉCOLES SECONDAIRES DE L’ONTARIO

hereinafter: “OSSTF/FEESO”

AND AGREED TO BY:

THE CROWN/LA COURONNE

1. The parties and the Crown agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Agreement forms the basis of full and final settlement for an extension of collective agreement terms, inclusive of both central and local terms, with the effective date of September 1, 2017 to August 31, 2019. For further clarity, the ratification of this Agreement is conditional upon local collective agreement terms remaining status quo for the period September 1, 2017 to August 31, 2019. The parties and the Crown agree to recommend the terms of this Agreement as set out herein to their respective principals.

Certain aspects of the terms described herein require legislative changes or regulatory amendments and as such are subject to the legislative process. Such changes have not yet been made. Therefore, the content of this Agreement should be considered to be subject to such changes, when and if made, and if such enabling changes are not made or alter the terms of this Agreement in any fashion, this Agreement shall be considered null and void in its entirety.
2. Ratification of this Agreement by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by OSSTF/FEESO and by CTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the ratification and agreement processes by March 31, 2017 but will complete ratification no later than April 14, 2017.

3. The terms of this Agreement shall be effective on September 1, 2017, except as otherwise provided herein.
   - The expiry date of Letters of Understanding #1 Sick Leave, #4 Job Security, #7 Scheduled Unpaid Leave Plan and #11 Additional Professional Activity (P.A.) Day shall be revised as noted in Appendix I and the terms of LOUs #1, 4, 7 and 11 shall continue in effect, uninterrupted, until August 30, 2019.

4. The English version or the French version of the central agreement shall be equally authoritative in accordance with the language of operation of the applicable school board.

5. The collective agreement shall continue to consist of two parts. Provisions of Part A and Part B shall continue until August 31, 2019 without amendment, except as noted herein and in Appendix 1 attached to this Agreement.
   - Letters of Understanding/Agreement contained in or pertaining to language from the 2014-17 collective agreements shall continue in force and effect for the term of this Agreement. However, where there is reference to an expiry date, the expiry date will be extended by two (2) years.
   - Where local letters of agreement reference specific dates as opposed to an expiration date, these shall be amended such that “2015-2016 and/or 2016-2017” shall be replaced by “2017-2018 and/or 2018-2019”.

6. COMPENSATION

   School boards shall adjust their current salary grids, and position of responsibility allowances only in accordance with the following schedule:
   - September 1, 2017
     • 1.5%
   - September 1, 2018
     • 1%
   - February 1, 2019
     • 1%
   - August 31, 2019
In recognition of potential expenses for professional development, supplies or equipment or for other professional expenses, all employees covered by this Agreement will be paid a lump sum of 0.5% of wages earned in the 2016-2017 school year. OSSTF/FEESO agrees that it will conduct a survey of its members on the usage of these funds and provide the results to the Crown.

Method of payment for September 1, 2017 lump sum:

0.5% of earned wages in the 2016-17 school year as a lump sum payment to all employees of this bargaining unit who are employed or on an approved leave, paid sick leave or statutory leave as at September 5, 2017.

Permanent employees and those on a long term assignment on a statutory leave for any part of 2016-17 will not be adversely affected. The lump sum of 0.5% of annualized 2016-2017 salary/wages will be adjusted as if they earned their normal salary/wage for the period of the time on the statutory leave.

Employees on an approved deferred salary leave in the 2017-2018 year on September 5, 2017, (e.g. 4 over 5) shall nevertheless receive a lump sum of 0.5% of wages paid in 2016-2017.

The lump sum payment shall be provided by November 1, 2017.

For clarity, September 1, 2017 and September 1, 2018 are intended to reflect the first day of the school year.

The parties agree that, if the percentage increases in aggregate for general salary noted above are less than the aggregate percentage increases for general salary agreed to at other education worker table(s) for the years 2017-18 and 2018-19, the general salary increases for 2017-18 and 2018-19 agreed to at the other education worker table(s) will be allocated to OSSTF/FEESO education worker members.

7. BENEFITS

(a) Effective September 1, 2017 inflationary increases shall be provided in each of the following years:

- September 1, 2017 : 4%
- September 1, 2018 : 4%

These inflationary increases will result in a funding amount of $5,278 per FTE effective September 1, 2017 and $5,489 per FTE effective September 1, 2018.
There will be a reconciliation process based on the audited financial results for the year ending on December 31, 2018 equal to the lesser of the total cost of the plan per FTE (adjusted for an additional 4% amount prorated for 8 months) and the funded amount per FTE in place as of September 1, 2018. This reconciliation will adjust the go-forward amount per FTE as of September 1, 2019.

Total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the OSSTF/FEESO’s ELHT’s financial statements for OSSTF Education Workers, excluding any and all costs related to retirees. The parties agree that the audited financial statements should provide a breakdown of total cost consistent with this definition. FTE is defined in accordance with Article 3.2.9 (j) of the Benefits Letter of Agreement #2 in the 2014-2017 agreement on central terms and as reported in Appendix H of EFIS for the following two periods: March 2018 per the 2017-18 financial statements and October 2018 per the 2018-19 revised estimates.

(b) The parties agree to amend the Letter of Agreement #2 re. Benefits of the 2014-17 Agreement on Central Terms to read “The Participation Date for OSSTF-EW shall be no earlier than September 1, 2016 and no later than November 1, 2017 and may vary by Board.” All other provisions in the Letter of Agreement remain in effect.

(c) Permanent instructors employed by the Waterloo Catholic District School Board, Simcoe County District School Board and Ottawa Carleton District School Board shall be eligible for inclusion in the OSSTF ELHT no later than November 1, 2017. Upon inclusion in the ELHT any payments in lieu of health, life and dental benefits provided in accordance with local agreements shall cease.

8. VIOLENCE PREVENTION

The parties and the Crown agree that the promotion of a violence-free teaching/working/learning environment benefits students, education workers and teachers.

The parties further recognize that OSSTF/FEESO has created a task force to consult with frontline workers to receive input and advice on promoting a violence-free environment;

The parties are committed to providing a venue for the work of the Task Force to be reported, including the creation of a process for follow-up to the recommendations:

The parties and the Crown hereto commit to the following:

(a) Upon the request of OSSTF/FEESO, school boards will grant union release time to members as required for consultations subject to reimbursement and reasonable operational needs. Such time release shall not be counted toward any maximum union time release allowed for in local collective agreements nor exceed a half day release for up to twelve individuals at a board across all OSSTF/FEESO bargaining units.
(b) The CTA agrees to assist, upon OSSTF/FEESO’s request, with the facilitation of individual district school boards’ assistance with the completion of the OSSTF/Violence Prevention Task Force’s work.

(c) Following ratification, OSSTF/FEESO, the CTA and the Crown agree to develop a joint agenda item for the next Provincial Working Group on Health and Safety meeting to discuss with the full group a plan including the OSSTF/FEESO Violence Prevention Task Force’s work.

(d) The OSSTF/FEESO Violence Prevention Task Force report will be shared with the central parties through the Central Labour Relations Committee.

9. PRIORITIES FUND SYSTEM INVESTMENT

(a) Special Education System Investment

In recognition of the role that education assistants, child and youth workers/counsellors and professional student services personnel play in supporting special education, the government will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system investment in 2017-2018 which will continue in the 2018-2019 school year, to be utilized for special education needs.

The projected amount for OSSTF/FEESO is $13,386,098 as noted in Appendix 2.

OSSTF/FEESO’s allocated funding shall be utilized by school boards in the following manner:

i. To prevent, to the extent possible, layoffs arising as a result of special education funding reductions for the 2017-2018 and 2018-2019 staffing years.

ii. Any funds remaining after utilization consistent with (i) above shall be used by boards in those years to enhance staffing consistent with the priorities under the program. Any staffing recalls shall be made in accordance with local collective agreements.

(b) Other Staffing Amount

In recognition of the role that office, clerical and technical, and custodial and maintenance employees play in promoting safe, healthy and caring schools, the government will, either through regulation conditional upon the approval by the Lieutenant-Governor-in-Council or Transfer Payment Agreement based on the Transfer Payment Accountability Directive between the government and relevant school boards, make a system investment in 2017-2018, which will continue in the 2018-2019 school year.
The projected amount for OSSTF/FEESO is $6,408,908 as noted in Appendix 2.

(c) For each of 9(a) and 9(b), each board shall engage with the local union to discuss the use of this funding. In this discussion, the board shall provide the union with:

i. anticipated staffing levels based on current budget projections prior to receipt of the funding, including information about the potential impacts of any

- catastrophic or unforeseeable events;
- changes in enrolment;
- school closure and/or school consolidation;
- funding changes directly related to services provided by bargaining unit members; and/or
- positions reduced through attrition.

ii. the impact of the funding on the board’s projected staffing levels.

Staffing processes used as a result of this additional funding shall be consistent with school boards’ existing staffing processes.

10. COMMUNITY USE OF SCHOOLS

Conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), the Crown will increase the community use of schools funding, in the Grants for Student Needs, by 3% in the 2017-2018 school year (as shown in Appendix 3), and the new level of funding will continue into the 2018-2019 school year. It is intended that this funding be used to staff schools with OSSTF custodians during community use, consistent with local collective agreements and existing board policies, procedures and practices. Where current practices do not provide OSSTF custodial staff for community use events, and where policies and procedures allow, the funding will be used to provide OSSTF custodial staffing to the extent of the available funds.

11. DISTRICT 16 YORK PSSP BARGAINING UNIT

The parties agree that the central terms apply to the District 16 York Professional Student Services Personnel effective September 1, 2017 with the locally agreed protected complement.

12. PROFESSIONAL DEVELOPMENT/LEARNING

The Crown shall create a one-time Education Programs – Other (EPO) grant for distribution consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of $1.5 million. Funds from this EPO shall be allocated among school boards (Appendix 4) with OSSTF/FEESO DECE/ECE staff during the 2017-2018 school year to be used for professional learning for DECEs/ECEs. Boards and local bargaining units shall meet to discuss
the utilization of these funds. Funds shall be held in reserve pending the resolution of the use of the funds.

13. APPRENTICESHIP

The Crown shall create a one-time Education Programs—Other (EPO) grant for distribution, consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of $0.5 million. Funds from this EPO shall be allocated to school boards during the 2018-2019 school year, on the basis of joint applications received from school boards and OSSTF/FEESO locals for apprenticeship under the Ontario College of Trades.

The purpose of the funds is to provide on-the-job training for employees as apprentices.

A joint committee comprised of representatives of the central parties and the Crown, will be created to develop an application process that will be shared with boards and locals. The committee will develop the following:

i. Criteria of allocation
ii. Application process
iii. Eligibility of program
iv. Reporting
v. Equitable distribution

It is understood that the purpose of the Apprenticeship program is not to reduce current complement/positions.

14. EXISTING TERMS AND CONDITIONS

Unless amended by this Agreement or unless expressly provided otherwise, the central and local terms and conditions of each collective agreement between OSSTF and each District School Board shall continue in effect until August 31, 2019, subject to any applicable statutory freeze period. For purposes of clarity, any provision in any collective agreement between OSSTF and a District School Board which provides for the expiry of a central or local term on August 31, 2017, shall be deemed to provide for the expiry of such term on August 31, 2019 subject to any applicable statutory freeze period.

Signed at Toronto, this 23rd day of February, 2017.
LETTER OF AGREEMENT

BETWEEN

The Ontario Public School Boards’ Association
and
The Ontario Catholic School Trustees’ Association
and
Association franco-ontarienne des conseils scolaires catholiques
and
Association des conseils scolaires des écoles publiques de l’Ontario
(together the Council of Trustees’ Associations “CTA”)
and
Ontario Secondary School Teachers’ Federation / Fédération des enseignantes-enseignants des écoles secondaires de l’Ontario
(hereinafter called ‘OSSTF/FEESO’)
and
The Crown

RE: MID-TERM AMENDMENTS

Notwithstanding anything else in this Extension Agreement, OSSTF/FEESO bargaining units and school boards retain all rights under the Ontario Labour Relations Act to revise local provisions of the collective agreement through mutual consent.

The central parties agree that under the School Boards Collective Bargaining Act, 2014 the central parties can revise central provisions of the collective agreement through mutual consent.

The central parties may discuss matters referred to them by their respective constituent boards or local unions.
LETTER OF AGREEMENT #1

BETWEEN

The Council of Trustees’ Associations/
Le Conseil des associations d’employeurs
(hereinafter called ‘CTA/CAE’)

AND

The Ontario Secondary School Teachers’ Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l’Ontario
(hereinafter called the ‘OSSTF/FEESO’)

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.

2. Responsibility for payment for medical documents.

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

This Letter of Agreement will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification. This Letter of Agreement shall expire August 30, 2019.
LETTER OF AGREEMENT #4

BETWEEN

The Council of Trustees' Associations/
Le Conseil des associations d’employeurs
(hereinafter called ‘CTA/CAE’)

AND

The Ontario Secondary School Teachers’ Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l’Ontario
(hereinafter called the ‘OSSTF/FEESO’)

RE: Job Security

The parties acknowledge that education workers contribute in a significant way to student achievement and well-being.

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as at December 16, 2015. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.

2. Effective as of December 16, 2015, the Board undertakes to maintain its Protected Complement, except in cases of:
   a. A catastrophic or unforeseeable event or circumstance;
   b. Declining enrolment;
   c. School closure and/or school consolidation; or
   d. Funding reductions directly related to services provided by bargaining unit members.

3. Where complement reductions are required pursuant to 2. above, they shall be achieved as follows:
   a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
   b. In the case of funding reductions, complement reductions shall not exceed the funding reductions.
4. Notwithstanding the above, a board may reduce their complement through attrition. Attrition is defined as positions held by bargaining unit members that become vacant and are not replaced, subsequent to the date of central ratification.

5. Reductions as may be required in 2 above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
   a. priority for available temporary, casual and/or occasional assignments;
   b. the establishment of a permanent supply pool where feasible;
   c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).

6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.

7. The above language does not allow trade-offs between the classifications outlined below:
   a. Educational Assistants
   b. DECEs and ECEs
   c. Administrative Personnel
   d. Custodial Personnel
   e. Cafeteria Personnel
   f. Information Technology Personnel
   g. Library Technicians
   h. Instructors
   i. Supervision Personnel (including child minders)
   j. Professional Personnel (including CYWs and DSWs)
   k. Maintenance/Trades

8. Any and all existing local collective agreement job security provisions remain.

LETTER OF AGREEMENT #7

BETWEEN

The Council of Trustees’ Associations/
Le Conseil des associations d’employeurs
(hereinafter called ‘CTA/CAE’)

AND

The Ontario Secondary School Teachers’ Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l’Ontario
(hereinafter called the ‘OSSTF/FEESO’)

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) is available to all permanent employees for the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. Employees approved for SULP days shall not be replaced.

For employees who work a ten (10) month year a school board will identify:

1) up to two (2) Professional Activity days in the 2015-2016 school year;
2) two (2) Professional Activity days in the 2016-2017, 2017-2018, 2018-2019 school years;
   that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. Each employee will be eligible to apply for up to two (2) days leave in each of the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017, 2017-2018 and 2018-2019 school years, the days will be designated by June 15 of the preceding school year. All interested employees will be required to apply, in writing, for leave for the 2017-2018 and 2018-2019 school years by no later than September 30 of the respective school year. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.
For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS.

The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers’ Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers’ Federation (OTF) to amend the Ontario Teachers’ Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;

ii) The government/employer will be obligated to match these contributions;

iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and

iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Agreement expires on August 30, 2019.
LETTER OF AGREEMENT #11

BETWEEN

The Council of Trustees’ Associations/
Le Conseil des associations d’employeurs
(hereinafter called ‘CTA/CAE’)

AND

The Ontario Secondary School Teachers’ Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l’Ontario
(hereinafter called the ‘OSSTF/FEESO’)

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA Day beyond the current six (6) PA days in the 2017-18 and/or the 2018-19 school years, there will be no loss of pay for OSSTF/FEESO members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. OSSTF/FEESO members will be required to attend and perform duties as assigned. Notwithstanding, these days may be designated as SULP days.
### Appendix 2: 2017-18 - Investments in System Priorities* for Education Workers (OSTTF)

<table>
<thead>
<tr>
<th>Column</th>
<th>Estimated Share of Investments</th>
<th>Estimated Total SSTF (FTE funded)</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Special Education</td>
<td>Other Staffing</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Amount</td>
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<tr>
<td>4</td>
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<td>Staffing Amount</td>
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<td>5</td>
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<td>Estimated Total SSTF</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>SSTF (FTE funded)</td>
</tr>
<tr>
<td>7</td>
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</tr>
</tbody>
</table>

#### Notes:
- Figures shown reflect best estimates available at this time.
- *Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.
- Estimates are based on the Professional/Pure professional benchmark and the Education Assistants benchmark on the high range.
- \*FTE estimates are based on the Professional/Pure professional benchmark and the Education Assistants benchmark on the high range.
- Figures shown reflect best estimates available at this time.
- *FTE estimates are based on the Professional/Pure professional benchmark and the Education Assistants benchmark on the high range.
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- *FTE estimates are based on the Professional/Pure professional benchmark and the Education Assistants benchmark on the high range.
### 2017-18 -- Community Use of Schools Investment - OSSTF

<table>
<thead>
<tr>
<th>Index</th>
<th>DSBNo</th>
<th>DSB Name</th>
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<tbody>
<tr>
<td>26</td>
<td>24</td>
<td>Waterloo Region DSB</td>
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<td>51</td>
<td>Brant Haldimand Norfolk Catholic DSB</td>
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<td></td>
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<td><strong>Total</strong></td>
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**Notes:**
- Provincial system investment of Community Use Of Schools (CUS) based on 2017-18 projected figures with a 3% increase in the allocation.
- Figures shown reflect best estimates available at this time and are subject to change.
### Appendix 4: 2017-18 - Investments in System Priorities* for Education Workers - OSSTF EW

<table>
<thead>
<tr>
<th>Index</th>
<th>OSB Name</th>
<th>Estimated Share of Investments</th>
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<tbody>
<tr>
<td>1</td>
<td>Algoma OSB</td>
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<td>Rainbow OSB</td>
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</table>

*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council. Figures shown reflect best estimates available at this time. Amount per board based on share of total provincial OSSTF-EW ECE staff in each board. These investments are time-limited for 2017-18 only.*