

EXTENSION AGREEMENT

BETWEEN:

Ontario Public School Boards' Association (OPSBA)

AND

Ontario Catholic School Trustees' Association (OCSTA)

collectively:

THE COUNCIL OF TRUSTEES' ASSOCIATIONS

hereinafter: "CTA"

AND

THE ONTARIO COUNCIL OF EDUCATIONAL WORKERS (OCEW)

AND AGREED TO BY:

THE CROWN

1. The parties and the Crown agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Extension 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 Extension Agreement is conditional upon the acceptance that local collective agreement terms remain status quo for the period September 1, 2017 to August 31, 2019. Ratification is also conditional upon legislative changes enabling ratification of an extension of collective agreement terms, as noted below and subject to and conditional upon the designation of the bargaining agency in accordance with legislative requirements. The parties and the Crown agree to recommend the terms of this Extension Agreement as set out herein to their respective principals.

Certain aspects of the terms described herein require legislative changes and as such are subject to the legislative process. Such changes have not yet been made, nor introduced to the Legislature of Ontario. 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 Extension Agreement shall be considered null and void.

2. Ratification of the Extension Agreement by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by OCEW and by the CTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the central ratification and agreement processes by March 7, 2017, subject to enabling legislation.
3. The terms of this Extension Agreement shall be effective on September 1, 2017 except as otherwise provided herein.
 - 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.
 - The expiry date of Letters of Agreement (LOA) #1 (Job Security), LOA#3 (Scheduled Unpaid Leave Plan), LOA#7 (Sick Leave) shall be revised as noted in Appendix 1 and shall continue in effect, uninterrupted, until August 30, 2019.
 - LOA #3 (Scheduled Unpaid Leave Plan) and LOA#5 (Professional Activity Day) as noted in Appendix 1, shall be amended such that "2015-16 and/or the 2016-17" shall be replaced by "2017-18 and/or 2018-19".
 - The parties agree that it is desirable to deliver LTD benefits in a sustainable and affordable fashion. Therefore, in the event that the parties, as set out in LOA #6, arrive at a mutually agreeable solution or options for the implementation of sustainable and affordable LTD plans, such options may be put into place as soon as feasible.
4. 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 Extension Agreement.

5. **COMPENSATION**

School boards shall adjust their current salary grids, wage schedules 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
 - 0.5%

Payment for September 1, 2017 lump sum:

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 2016-17 school year. OCEW 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 (including those on the casual list) of this bargaining unit who are employed or on an approved leave, paid sick leave or statutory leave as at September 5, 2017. This excludes employees whose income replacement would be impacted while on leave.

Permanent employees on a statutory leave for any part of 2016-17 will not be adversely affected. The lump sum of 0.5% of annualized 2016-17 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 2017-18 year on September 5, 2017, (e.g. 4 over 5) shall nevertheless receive a lump sum of 0.5% of wages paid in 2016-17.

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

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 teacher table(s) or 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 table(s) will be allocated to education workers represented by OCEW. For greater clarity, this

provision applies only to aggregate across-the-board increases to salary grids, wage schedules and position of responsibility allowances as described in this article.

6. BENEFITS

Effective September 1, 2017, funding will be provided in the amount of \$5,075 per full-time equivalent (FTE) plus inflationary increases in each of the following years, adjusted to reflect the actual participation date:

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

These inflationary increases will result in a funding amount of \$5,278.00 per FTE effective September 1, 2017 and \$5,489.12 per FTE effective September 1, 2018. There will be a reconciliation process based on the financial results for the year ending December 31, 2018. This reconciliation will determine the actual total cost of the plan per FTE. The actual total cost per FTE of the plan will be compared to the funded benefit plan amount inclusive of the inflationary increases noted above. The funding amount per FTE effective September 1, 2019 will reflect the lesser of these two amounts.

For purposes of the reconciliation above, total cost is defined as the total cost on the Trust's financial statements for OCEW members, 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 b) of the Benefits Letter of Agreement #4 in the 2014-2017 agreement on central terms.

The parties agree that, if the benefits inflationary increases noted above are less than the aggregate percentage increases agreed to at other teacher table(s) or education worker table(s) for the years 2017-18 and 2018-19, the benefits inflationary increases for 2017-18 and 2018-19 agreed to at the other table(s) will be allocated to OCEW education workers.

7. INVESTMENTS IN SYSTEM PRIORITIES

a) Special Education Staff Amount

In recognition of the role that educational assistants, child and youth workers/counsellors and professional student services personnel play in supporting special education, the Crown will, conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), make a system investment in 2017-18 which will

continue in the 2018-19 school year, to be utilized for special education needs. The amount for OCEW is \$6,732,816 province-wide in each year.

The school board's share of the special education staffing amount shall be allocated for each bargaining unit represented by an OCEW union based on the FTE of that bargaining unit for the following staffing categories: educational assistants, child and youth workers/counsellors and professional student services personnel compared to the board's total FTE of educational assistants, child and youth workers and professional student services personnel. The attached chart (Appendix 2) provides an estimation of the funding as a result of this system investment.

b) Other Staffing Amount

In recognition of the role that custodial, maintenance, skilled trades, office, clerical and technical employees play in promoting safe, healthy and caring schools, the Crown will, conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), make a system investment in 2017-18, which will continue in the 2018-19 school year. The amount for OCEW is \$2,008,089 in each year.


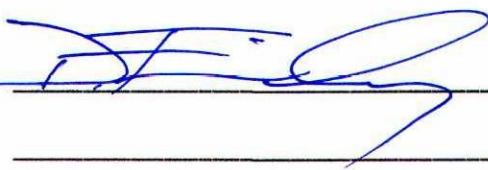

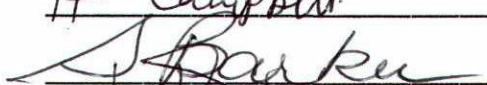
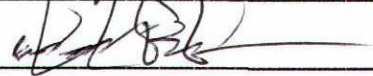
The school board's share shall be allocated for each bargaining unit represented by an OCEW union based on the FTE of that bargaining unit for the following staffing categories: custodial, maintenance, skilled trades, office, clerical and technical employees compared to the board's total FTE of custodial, maintenance, skilled trades, office, clerical and technical employees. The attached chart (Appendix 2) provides an estimation of the funding as a result of this system investment.

c) For each a) and b) above, the following shall apply:

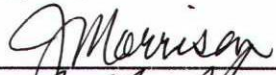
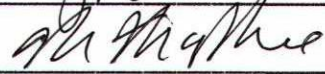
- No later than May 15, 2017, each board and OCEW union shall meet and engage in consultation to discuss the use of funds and allocation to bargaining units represented by an OCEW union, consistent with the terms of this agreement. The board will share the total amount and the calculation of the amount applicable to each bargaining unit represented by an OCEW union, based on FTE. Boards and OCEW unions shall discuss the number and cost of positions represented by an OCEW union generated by this funding. It is agreed that these funds are to be used for permanent staff represented by OCEW unions, consistent with board needs.
- Staffing processes used as a result of this additional funding shall be consistent with school boards' existing staffing processes.

Signed at Toronto, on this 31st day of January, 2017.

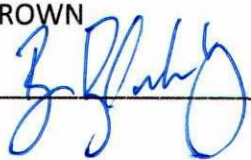
OCEW

	
	
H. Campbell	
	
	

CTA/CAE

CROWN



Appendix 1—Revised LOAs

LETTER OF AGREEMENT #1

BETWEEN

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

AND

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

Re: Job Security

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or
 - d. School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. 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 amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:

- a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. 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.
 - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. 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).
5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants/CYWs
 - b. ECEs/ DECEs
 - c. Office/Clerical
 - d. Custodians/Cleaners
 - e. Maintenance/ Construction Trades
 - f. Instructors
 - g. Professionals (including Speech Pathologists)
 - h. Information Technology Staff
 - i. Library Technicians
 - j. Central Administration
 - k. Media Specialists
6. Any and all existing local collective agreement job security provisions remain.
7. Staffing provisions with regard to surplus and bumping continue to remain a local issue.

This Letter of Agreement expires on August 30, 2019.

LETTER OF AGREEMENT #3

BETWEEN

The Council of Trustees' Associations

(hereinafter called 'CTA')

AND

The Ontario Council of Educational Workers

(hereinafter called 'OCEW')

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence Program (VLAP) and is available to all permanent employees for the 2017-2018 and 2018-2019 school years. Employees approved for SULP days shall not be replaced.

For employees who work a 10-month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2017-2018 school year;
- 2) two (2) Professional Activity days in the 2018-2019 school year;

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 2017-2018 and 2018-2019 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2017-2018 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 2018-2019 school year, 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 2018-2019 school year 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. 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:

SUBJECT TO ERRORS AND OMISSIONS

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:

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;

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

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

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 #5

BETWEEN

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Council of Trustees' Associations

(Hereinafter the 'CTA')

The Crown

Re: Professional Activity Day

The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2017-18 and/or the 2018-19 school years, there will be no loss of pay for OCEW 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. OCEW members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

Casual employees who are directed to attend training on PA Days will be compensated in accordance with current local collective agreement provisions.

LETTER OF AGREEMENT #7

BETWEEN

The Ontario Council of Educational Workers
(hereinafter called the 'OCEW')

AND

The Council of Trustees' Associations
(Hereinafter the 'CTA')

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.

1. Responsibility for payment for medical documents.
2. Sick leave deduction for absences of partial days.

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.

Appendix 2 - 2017-18 - Investments in System Priorities* for OCEW			ESTIMATED SHARE OF INVESTMENTS		
Index	DSBNo	DSB Name	Special Education Staff Amount	Other Staffing Amount	Total
1	1	DSB Ontario North East	\$ 4,733	\$ 103,031	\$ 107,764
2	2	Algoma DSB	\$ -	\$ -	\$ -
3	3	Rainbow DSB	\$ 375,692	\$ -	\$ 375,692
4	4	Near North DSB	\$ -	\$ -	\$ -
5	5.1	Keewatin-Patricia DSB	\$ -	\$ -	\$ -
6	5.2	Rainy River DSB	\$ -	\$ -	\$ -
7	6.1	Lakehead DSB	\$ 3,947	\$ 102,548	\$ 106,495
8	6.2	Superior-Greenstone DSB	\$ -	\$ -	\$ -
9	7	Bluewater DSB	\$ -	\$ -	\$ -
10	8	Avon Maitland DSB	\$ -	\$ -	\$ -
11	9	Greater Essex County DSB	\$ -	\$ 27,792	\$ 27,792
12	10	Lambton Kent DSB	\$ -	\$ -	\$ -
13	11	Thames Valley DSB	\$ -	\$ -	\$ -
14	12	Toronto DSB	\$ -	\$ 659,255	\$ 659,255
15	13	Durham DSB	\$ -	\$ -	\$ -
16	14	Kawartha Pine Ridge DSB	\$ -	\$ -	\$ -
17	15	Trillium Lakelands DSB	\$ -	\$ -	\$ -
18	16	York Region DSB	\$ 104,523	\$ -	\$ 104,523
19	17	Simcoe County DSB	\$ 1,402,347	\$ 477,407	\$ 1,879,754
20	18	Upper Grand DSB	\$ -	\$ -	\$ -
21	19	Peel DSB	\$ 3,343,195	\$ 176,100	\$ 3,519,294
22	20	Halton DSB	\$ -	\$ -	\$ -
23	21	Hamilton-Wentworth DSB	\$ 1,182,701	\$ -	\$ 1,182,701
24	22	DSB of Niagara	\$ -	\$ -	\$ -
25	23	Grand Erie DSB	\$ -	\$ -	\$ -
26	24	Waterloo Region DSB	\$ -	\$ -	\$ -
27	25	Ottawa-Carleton DSB	\$ -	\$ -	\$ -
28	26	Upper Canada DSB	\$ -	\$ -	\$ -
29	27	Limestone DSB	\$ -	\$ -	\$ -
30	28	Renfrew County DSB	\$ -	\$ -	\$ -
31	29	Hastings and Prince Edward DSB	\$ -	\$ -	\$ -
32	30.1	Northeastern Catholic DSB	\$ -	\$ -	\$ -
33	30.2	Nipissing-Parry Sound Catholic DSB	\$ 126,734	\$ 28,617	\$ 155,351
34	31	Huron-Superior Catholic DSB	\$ -	\$ -	\$ -
35	32	Sudbury Catholic DSB	\$ -	\$ -	\$ -
36	33.1	Northwest Catholic DSB	\$ -	\$ -	\$ -
37	33.2	Kenora Catholic DSB	\$ -	\$ -	\$ -
38	34.1	Thunder Bay Catholic DSB	\$ -	\$ 54,013	\$ 54,013
39	34.2	Superior North Catholic DSB	\$ -	\$ -	\$ -
40	35	Bruce-Grey Catholic DSB	\$ -	\$ -	\$ -
41	36	Huron-Perth Catholic DSB	\$ -	\$ -	\$ -
42	37	Windsor-Essex Catholic DSB	\$ -	\$ -	\$ -
43	38	London District Catholic School Board	\$ -	\$ -	\$ -
44	39	St. Clair Catholic DSB	\$ -	\$ -	\$ -
45	40	Toronto Catholic DSB	\$ -	\$ -	\$ -
46	41	Peterborough V N C Catholic DSB	\$ -	\$ -	\$ -
47	42	York Catholic DSB	\$ -	\$ -	\$ -
48	43	Dufferin-Peel Catholic DSB	\$ -	\$ -	\$ -
49	44	Simcoe Muskoka Catholic DSB	\$ -	\$ -	\$ -
50	45	Durham Catholic DSB	\$ -	\$ -	\$ -
51	46	Halton Catholic DSB	\$ -	\$ -	\$ -
52	47	Hamilton-Wentworth Catholic DSB	\$ -	\$ 321,371	\$ 321,371
53	48	Wellington Catholic DSB	\$ -	\$ -	\$ -
54	49	Waterloo Catholic DSB	\$ -	\$ -	\$ -
55	50	Niagara Catholic DSB	\$ -	\$ -	\$ -
56	51	Brant Haldimand Norfolk Catholic DSB	\$ -	\$ -	\$ -
57	52	Catholic DSB of Eastern Ontario	\$ -	\$ -	\$ -
58	53	Ottawa Catholic DSB	\$ -	\$ -	\$ -
59	54	Renfrew County Catholic DSB	\$ 188,946	\$ 57,956	\$ 246,902
60	55	Algonquin and Lakeshore Catholic DSB	\$ -	\$ -	\$ -
61	56	CSD du Nord-Est de l'Ontario	\$ -	\$ -	\$ -
62	57	CSD du Grand Nord de l'Ontario	\$ -	\$ -	\$ -
63	58	CS Viamonde	\$ -	\$ -	\$ -
64	59	CÉP de l'Est de l'Ontario	\$ -	\$ -	\$ -
65	60.1	CSD catholique des Grandes Rivières	\$ -	\$ -	\$ -
66	60.2	CSD catholique Franco-Nord	\$ -	\$ -	\$ -
67	61	CSD catholique du Nouvel-Ontario	\$ -	\$ -	\$ -
68	62	CSD catholique des Aurores boréales	\$ -	\$ -	\$ -
69	63	CS catholique Providence	\$ -	\$ -	\$ -
70	64	CSD catholique Centre-Sud	\$ -	\$ -	\$ -
71	65	CSD catholique de l'Est ontarien	\$ -	\$ -	\$ -
72	66	CSD catholique du Centre-Est de l'Ontario	\$ -	\$ -	\$ -
Estimated Totals			\$ 6,732,816	\$ 2,008,089	\$ 8,740,906

Notes:

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.
- Special Education Staff Amount is based on the share of the board's total education assistants, child and youth workers and professional student services personnel FTE represented by OCEW.
- Other Staffing Amount is based on the share of the board's total office, clerical and technical, and custodial & maintenance education workers staff FTE represented by OCEW.
- Investments in System Priorities is time-limited and will only be provided for the term of the extension (2017-18 and 2018-19).