

EXTENSION AGREEMENT

BETWEEN:

Ontario Public School Boards Association (OPSBA)
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

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 or regulatory amendment 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 OPSBA, 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 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:
 - 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 "2015-16 and/or the 2016-17"

shall be replaced by "2017-18 and/or 2018-19".

4. The terms of this Agreement shall be effective on September 1, 2017 except as otherwise provided herein.

5. **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
 - 0.5%

In recognition of potential expenses for professional development, supplies or equipment or for other professional expenses, all teachers and occasional teachers 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 teachers and occasional teachers 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 Long Term Occasionals 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. February 1, 2019 is intended to reflect the first day of the second semester.

6. **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 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. Notwithstanding the above, the funded amount per FTE shall not be less than \$5,343.

Total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the OSSTF ELHT's financial statements for OSSTF 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 4.2.1 (b) of the Benefits Letter of Agreement # 1 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 2018-19 revised estimates.

(b) The parties agree to amend the Letter of Agreement #1 re. Benefits of the 2014-17 Agreement on Central Terms to read "It is intended that the Trust be effective September 1, 2016, and that school boards will participate in this Trust no later than November 1, 2017." All other provisions in the Letter of Agreement remain in effect.

(c) Daily Occasional Teachers

Effective September 1, 2017 the payment in lieu of benefits provision 4.2.1 L) of Benefits Letter of Agreement # 1 of the 2014-2017 agreement on central terms for daily occasional teachers is replaced with the following:

"Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the existing employer co-pay in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

Board	Maximum Funding Amount	Employer Percentage Co-Pay
Durham DSB	\$2,454	50%
Hastings & Prince Edward DSB	\$3,680	75%
Toronto DSB	\$2,454	50%

York Region DSB	\$ 491	10%
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These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year, and varies by board. Payments will be provided to the eligible daily occasional teacher on a monthly basis."

In addition, inflationary increases shall be provided in each of the following years:

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

Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

7. 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 front-line 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 Federation 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 Federation 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 OPSBA 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 OPSBA 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.

8. PRIORITIES FUND SYSTEM INVESTMENT

(a) Special Education System Investment

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 used by school boards to address staffing for special education teachers.

The projected amount for OSSTF/FEESO is \$9,266,000 as noted in Appendix 1.

Local staffing committees shall meet prior to the 2017-2018 school year to discuss how best to allocate these additional teaching positions. Adjustments to teacher staffing resulting from this additional funding will be implemented using current local transfers, surplus and redundancy processes.

(b) Secondary Programming System Investment

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 used to support a locally developed strategy to expand secondary programming.

The projected amount for OSSTF/FEESO is \$12,994,113 as noted in Appendix 1. Adjustments to teacher staffing resulting from this additional funding will be implemented using current local transfers, surplus and redundancy processes.

(c) Adult Day School Teachers

In order to support the provincial Highly Skilled Workforce Initiative, and in recognition of the role that adult day school teachers perform and to support the efforts of school boards to retain adult day school teachers, the parties agree to establish a joint central committee to assess the implications of additional funding for achieving wage parity with regular day school teachers.

The central committee will:

- Gather relevant data such as the types of delivery models;
- Use the data to assess the implications of additional funding for achieving wage parity with regular day school teachers; and
- Establish how the funding can be applied.

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 provide school boards with funding as set out in Appendix 2 on a go-forward basis. The amounts in Appendix 2 provide funding equivalent to the following increases to relevant benchmarks:

- a 3% increase to the benchmarks used to fund continuing education, effective on August 31, 2017
- a further 5% increase to the benchmarks used to fund continuing education, effective September 1, 2017
- a further 5% increase to the benchmarks used to fund continuing education, effective September 1, 2018.

As noted in Appendix 2, the projected amount for 2017-2018 is \$8,528,874. The projected amount for 2018-2019 is \$14,231,511.

The additional funding will be used to increase adult day school teacher wages up to but not to exceed parity with regular day school teachers. Such increases will be established by the fall of 2017 and effective September 1, 2017 and September 1, 2018 as applicable.

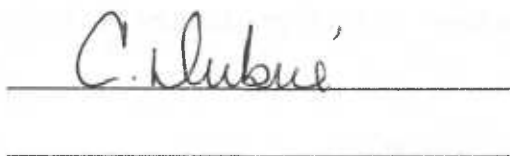
Part B will be amended to incorporate these new wage rates.

9. EXISTING TERMS AND CONDITIONS

Unless amended by this Memorandum of Settlement 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/FEESO 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.

OSSTF/FEESO



OPSBA

Levy of
Janet Edwards

CROWN

Arthur