

**EXTENSION AGREEMENT**

**BETWEEN:**

Ontario Public School Boards' Association (OPSBA)

**AND**

Ontario Catholic Schools' Trustee Association (OCSTA)

**AND**

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

**collectively:**

THE COUNCIL OF TRUSTEES' ASSOCIATIONS/LE CONSEIL DES ASSOCIATIONS D'EMPLOYEURS

**hereinafter: "CTA/CAE"**

**AND**

THE EDUCATION WORKERS ALLIANCE OF ONTARIO/

L'ALLIANCE DES TRAVAILLEUSES ET TRAVAILLEURS EN ÉDUCATION DE L'ONTARIO

**hereinafter: "EWAO-ATEO"**

**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 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 EWAO-ATEO 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 4, 2017, subject to enabling legislation.
3. The terms of this Extension Agreement shall be effective on September 1, 2017 except as otherwise provided herein.
  - The expiry date of Letters of Agreement (LOA) #3 and #5 shall be revised as noted in Appendix 1 and the terms of LOAs #3 and #5 shall continue in effect, uninterrupted, until August 30, 2019.
  - LOA #14 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.
  - 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.
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 Extension Agreement.

## 6. **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. EWAO-ATEO 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 earned 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 EWAO-ATEO. 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.

## 7. **BENEFITS**

Inflationary increases will be provided 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 be applied to the 2016-17 funded benefit plan amount. There will be a reconciliation process based on the financial results for the year ending August 31, 2019. 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.

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 EWAO-ATEO education workers.

## 8. **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 EWAO-ATEO is \$5,726,100 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 EWAO-ATEO 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 office, clerical and technical, and custodial and maintenance 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 EWAO-ATEO is \$573,396 in each year.

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

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

- No later than May 15, 2017, each board and local shall meet and engage in consultation to discuss the use of funds and allocation to bargaining units represented by EWAO-ATEO 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 EWAO-ATEO based on FTE. Boards and locals shall discuss the number and cost of positions represented by EWAO-ATEO generated by this funding. It is agreed that these funds are to be used for permanent staff represented by EWAO-ATEO, consistent with board needs.
- Staffing processes used as a result of this additional funding shall be consistent with school boards' existing staffing processes.



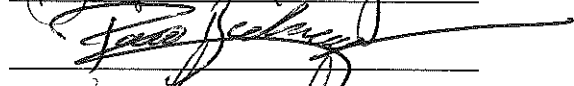
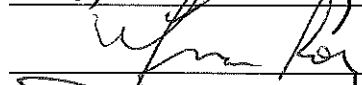

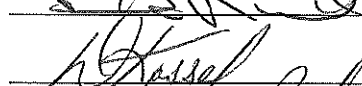
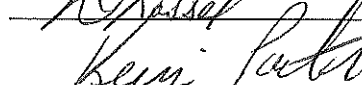
9. **COMMUNITY USE OF SCHOOLS**

Conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), the


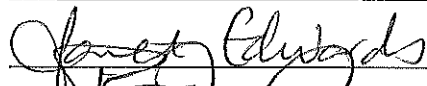

Crown will increase the community use of schools funding, in the Grants for Student Needs, by 3% in the 2017-2018 school year (as shown in Appendix 3), and the new level of funding will continue into the 2018-2019 school year. It is intended that this funding be used to staff schools with custodians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

Signed at Toronto, this 20th day of January, 2017.


EWAO-ATEO

CTA/CAE

CROWN


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APPENDIX 1 – Letters of Agreement

**LETTER OF AGREEMENT #3**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter 'EWAO-ATEO')**

**AND**

**The Council of Trustees' Associations  
(Hereinafter the 'CTA-CAE')**

Re: Job Security

The parties acknowledge that education 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 Agreement, 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
  - b. DECEs
  - c. Secretaries
  - d. Custodians
  - e. Cleaners
  - f. Information Technology Staff
  - g. Library Technicians
  - h. Central Administration
  - i. Professionals (including CYWs)
  - j. Maintenance/Trades
  
6. This Letter of Agreement expires on August 30, 2019.



**LETTER OF AGREEMENT #5**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter 'EWAO-ATEO')**

**AND**

**The Council of Trustees' Associations  
(Hereinafter the 'CTA-CAE')**

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 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 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 and 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 2015-2016, 2016-2017, 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 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 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 2017-2018 and 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. 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 #14**

**BETWEEN**

**Education Workers Alliance of Ontario - Alliance des travailleuses et travailleurs de l'Ontario  
(Hereinafter 'EWAO-ATEO')**

**AND**

**The Council of Trustees' Associations  
(Hereinafter the 'CTA-CAE')**

Re: Additional Professional Activity (PA) 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 EWAO-ATEO 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. EWAO-ATEO members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

## APPENDIX 2 – System Priorities’ Investments Charts

2017-18 - Investments in System Priorities*-EWAO			ESTIMATED SHARE OF INVESTMENTS		
Index	DSB No	DSB Name	Special Education	Other Staffing Amount	Total
1	1	DSB Ontario North East	\$ -	\$ -	\$ -
2	2	Algoma DSB	\$ -	\$ -	\$ -
3	3	Rainbow DSB	\$ -	\$ -	\$ -
4	4	Near North DSB	\$ -	\$ -	\$ -
5	5.1	Keewatin-Patricia DSB	\$ -	\$ -	\$ -
6	5.2	Rainy River DSB	\$ -	\$ -	\$ -
7	6.1	Lakehead DSB	\$ -	\$ -	\$ -
8	6.2	Superior-Greystone DSB	\$ -	\$ 31,636	\$ 31,636
9	7	Bluewater DSB	\$ -	\$ -	\$ -
10	8	Avon Maitland DSB	\$ -	\$ -	\$ -
11	9	Greater Essex County DSB	\$ -	\$ -	\$ -
12	10	Lambton Kent DSB	\$ -	\$ -	\$ -
13	11	Thames Valley DSB	\$ -	\$ -	\$ -
14	12	Toronto DSB	\$ -	\$ -	\$ -
15	13	Durham DSB	\$ -	\$ -	\$ -
16	14	Kawartha Pine Ridge DSB	\$ -	\$ -	\$ -
17	15	Trillium Lakelands DSB	\$ -	\$ -	\$ -
18	16	York Region DSB	\$ -	\$ -	\$ -
19	17	Simcoe County DSB	\$ 76,360	\$ -	\$ 76,360
20	18	Upper Grand DSB	\$ -	\$ -	\$ -
21	19	Peel DSB	\$ -	\$ -	\$ -
22	20	Halton DSB	\$ 1,279,660	\$ -	\$ 1,279,660
23	21	Hamilton-Wentworth DSB	\$ -	\$ -	\$ -
24	22	DSB of Niagara	\$ 107,033	\$ -	\$ 107,033
25	23	Grand Erie DSB	\$ -	\$ -	\$ -
26	24	Waterloo Region DSB	\$ 1,456,754	\$ -	\$ 1,456,754
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	\$ 51,128	\$ -	\$ 51,128
32	30.1	Northeastern Catholic DSB	\$ -	\$ -	\$ -
33	30.2	Nipissing-Parry Sound Catholic DSB	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -
39	34.2	Superior North Catholic DSB	\$ 51,162	\$ 21,582	\$ 72,744
40	35	Bruce-Grey Catholic DSB	\$ 10,944	\$ -	\$ 10,944
41	36	Huron-Perth Catholic DSB	\$ -	\$ -	\$ -
42	37	Windsor-Essex Catholic DSB	\$ -	\$ -	\$ -
43	38	London District Catholic School Board	\$ 36,322	\$ -	\$ 36,322
44	39	St. Clair Catholic DSB	\$ 31,472	\$ -	\$ 31,472
45	40	Toronto Catholic DSB	\$ 205,541	\$ -	\$ 205,541
46	41	Peterborough V N C Catholic DSB	\$ -	\$ -	\$ -
47	42	York Catholic DSB	\$ -	\$ -	\$ -
48	43	Dufferin-Peel Catholic DSB	\$ 2,024,356	\$ -	\$ 2,024,356
49	44	Simcoe Muskoka Catholic DSB	\$ -	\$ -	\$ -
50	45	Durham Catholic DSB	\$ 65,943	\$ -	\$ 65,943
51	46	Halton Catholic DSB	\$ 101,064	\$ 14,851	\$ 115,915

52	47	Hamilton-Wentworth Catholic DSB	\$ -	\$ -	\$ -
53	48	Wellington Catholic DSB	\$ -	\$ -	\$ -
54	49	Waterloo Catholic DSB	\$ 29,229	\$ -	\$ 29,229
55	50	Niagara Catholic DSB	\$ -	\$ -	\$ -
56	51	Brant Haldimand Norfolk Catholic DSB	\$ -	\$ -	\$ -
57	52	Catholic DSB of Eastern Ontario	\$ -	\$ -	\$ -
58	53	Ottawa Catholic DSB	\$ -	\$ 437,458	\$ 437,458
59	54	Renfrew County Catholic DSB	\$ -	\$ -	\$ -
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	\$ 140,003	\$ 27,314	\$ 167,318
67	61	CSD catholique du Nouvel-Ontario	\$ -	\$ -	\$ -
68	62	CSD catholique des Aurores boréales	\$ 59,128	\$ 40,556	\$ 99,684
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	\$ -	\$ -	\$ -
<b>Estimated Totals</b>			<b>\$ 5,726,100</b>	<b>\$ 573,396</b>	<b>\$ 6,299,496</b>

\*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 EWAO.
- Other Staffing Amount is based on the share of the board's total office, clerical and technical, and custodial & maintenance.
- Investments in System Priorities is time-limited and will only be provided for the term of the extension (2017-18 and 2018-19).

APPENDIX 3 – Community Use of Schools Investment**2017-18 - Community Use of Schools Investment – EWAO-ATEO**

Index	DSB No	DSB Name	Investment in CUS
8	6.2	Superior-Greenstone DSB	\$ 1,765
39	34.2	Superior North Catholic DSB	\$ 660
58	53	Ottawa Catholic DSB	\$ 15,376
68	62	CSD catholique des Aurores boréales	\$ 603
		<b>Total</b>	<b>\$ 18,405</b>

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.
- Based on the share of the board's total FTE related to School Operation Staff (as reported in 2016-17 Estimates Appendix H) represented by EWAO-ATEO.