

# CONFIDENTIAL

## EXTENSION AGREEMENT ("The Agreement")

BETWEEN:

ONTARIO CATHOLIC SCHOOL TRUSTEES ASSOCIATION  
hereinafter: "OCSTA"

AND

ONTARIO ENGLISH CATHOLIC TEACHERS ASSOCIATION  
hereinafter: "OECTA"

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 2014-17 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 of 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 amendments 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 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 OECTA and by OCSTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the ratification and agreement processes by March 4, 2017.
3. Central and local terms of the 2014-17 collective agreements including Letters of Understanding/Agreements having application during the term of that 2014-17 collective agreement shall continue in force and effect for the term of this Agreement. However, where a central term or local term or Letters of Understanding/Agreements have an expiry date, the expiry date will be extended by two years. This is without prejudice to the continuing effect, if any, of Letters of Understanding/Agreements and/or Minutes of Settlement not part of a 2014-17 collective agreement.

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4. The extended collective agreement shall continue to consist of two parts. All provisions of Part A and Part B of the 2014-17 collective agreement shall continue until August 31, 2019 without amendment, except as noted herein.
5. The terms of this Agreement shall be effective on September 1, 2017 except as otherwise provided herein.

## 6. COMPENSATION

School boards shall adjust their 2014-17 collective agreement 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%

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. OECTA 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 on a statutory leave for any part of the 2016-17 school year will not be adversely affected. The lump sum of 0.5% of annualized 2016-2017 salary/wages will be calculated 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 for any part of the 2016-2017 school year, (e.g. 4 over 5) shall nevertheless receive a lump sum of 0.5% of wages paid in 2016-2017 as if they earned their normal salary/wage for the period of the time on the deferred salary leave.

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

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For clarity, September 1, 2017 and September 1, 2018 are intended to reflect the first day of the school year. August 31, 2019 is intended to reflect the day preceding the start of the 2019-2020 school year.

The parties agree that, if the percentage increases in aggregate for general salary, wages, allowances and lump sum payments are less than the aggregate percentage increases for those payments agreed to at any other teacher table(s) for the years 2017-18 and 2018-19, the increases for 2017-18 and 2018-19 agreed to at the other table(s) will be allocated to OECTA members. This provision is not applicable to the adult day school teachers' provisions.

## 7. BENEFITS

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

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

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, 2017. This reconciliation will adjust the go-forward amount per FTE as of September 1, 2019. Notwithstanding the above, effective September 1, 2019 the funded amount per FTE shall not be less than \$5, 580.95.

Total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the OECTA ELHT's financial statements for OECTA 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 4.1.2 of the Benefits Letter of Agreement #5 in the 2014-2017 agreement on central terms.

The parties agree to amend the Letter of Agreement #5 re. Benefits of the 2014-17 Agreement on Central Terms to replace the sentence "The Trustees, as defined in 2.1.0, shall determine the Participation Date which shall be no earlier than September 1, 2016 and no later than August 31, 2017" with the following: "The Trustees, as defined in 2.1.0, shall determine the Participation Date which shall be no earlier than September 1, 2016 and no later than February 1, 2018."

## 8. SYSTEM INVESTMENTS

The Crown 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

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investment in 2017-2018 which will continue in the 2018-2019 school year, to be prioritized for teachers to support students in need, consistent with local needs and priorities.

The amount for the English Catholic system for each of the 2017-18 and 2018-19 school years is \$33, 462, 209 with \$22, 365, 108 to be allocated to the elementary panel and \$11, 097, 101 to be allocated to the secondary panel, consistent with the attached chart. The total number of teachers generated by these amounts shall be 335.3 FTE teachers. In the event that there is no secondary panel, the entire amount and the total number of teachers shall be allocated to the elementary panel.

Consistent with Article 11.8 of Part A, the Joint Staffing Committee (JSC) will be provided with information relevant to 2016-2017 school staffing levels. Five working days prior to the JSC meeting, the board shall provide, to the members of the JSC areas of student need, where it is believed that additional qualified teachers are required to provide student support, from among the following:

- a) Early Years students with special education needs
- b) Students in grades 1 to 12 with special education needs
- c) Indigenous students
- d) Students in grades 1 to 12 who are potentially 'at risk'
- e) Support for student transitions
- f) English language learners
- g) Reduction of cross divisional combined grades and secondary multi-level courses

The positions required to provide student support shall not include co-ordinators, consultants or student success teachers.

The JSC shall meet to discuss the resulting allocation of additional positions, based on student needs, arising from the system investment for the 2017-2018 staffing year.

In the event that there is no agreement, the positions shall be allocated from items a, b, c or d above.

By April 15, 2017, or as otherwise agreed, the JSC shall confirm the allocation of the positions resulting from the board's portion of the system investment. The positions will be filled in accordance with Part B of the collective agreement. However, where Part B of the collective agreement does not include language outlining a posting mechanism and selection process based on objective criteria, the Board shall post, for each of these new positions resulting from the Board's allocation of the system investment, for the 2017-2018 school year, which shall be limited to:

- School(s)
- FTE
- Required qualifications in accordance with Regulation 298
- Desired qualifications and teaching experience reasonably related to the position

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The Board's selection shall be made reasonably and based solely on the objective criteria, listed in the posting.

It is understood that these positions shall not be filled by principals or vice principals.

In addition to the information provided to the JSC consistent with Article 11.8 of Part A, the Board shall provide to the JSC a list of the teachers assigned, by school(s), to the new positions generated as a result of the new system investment by October 31st.

The system investment is an additional fund which shall provide additional teacher staffing to support student needs subject to fluctuations as determined by a school board acting reasonably.

9. School boards and bargaining units for which OECTA is the bargaining agent without a 2014-2017 collective agreement shall apply the terms of the Extension Agreement, following ratification of their 2014-2017 collective agreements. For those boards and bargaining units the terms of this Extension Agreement shall apply retroactively, if necessary, to September 1, 2017.

Signed at Toronto, this 26th day of January, 2017.

OECTA

*Ann Hawkins*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*Janice Manton Burns*  
*Tacey Pecanich*

OCSTA

*[Signature]*  
*[Signature]*  
*[Signature]*

*R. Staudt*  
*[Signature]*  
*[Signature]*  
*[Signature]*

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*Albertini*

CROWN

*[Handwritten signature]*

# Breakout of OECTA Investments

		Column #	2017-18		
			ESTIMATED FUNDED STAFF FTE		
Index	DSBNo	DSB Name	Elementary	Secondary	Total
32	30.1	Northeastern Catholic DSB	1.0	0.5	1.5
33	30.2	Nipissing-Parry Sound Catholic DSB	1.3	0.7	2.0
34	31	Huron-Superior Catholic DSB	2.3	1.1	3.3
35	32	Sudbury Catholic DSB	2.5	1.2	3.7
36	33.1	Northwest Catholic DSB	1.2	-	1.2
37	33.2	Kenora Catholic DSB	0.8	0.4	1.2
38	34.1	Thunder Bay Catholic DSB	3.1	1.5	4.6
39	34.2	Superior North Catholic DSB	0.7	-	0.7
40	35	Bruce-Grey Catholic DSB	1.8	0.8	2.6
41	36	Huron-Perth Catholic DSB	1.8	0.9	2.7
42	37	Windsor-Essex Catholic DSB	7.2	3.6	10.8
43	38	London District Catholic School Board	7.5	3.6	11.1
44	39	St. Clair Catholic DSB	3.4	1.6	5.1
45	40	Toronto Catholic DSB	38.2	18.5	56.8
46	41	Peterborough V N C Catholic DSB	5.5	2.7	8.2
47	42	York Catholic DSB	19.5	9.7	29.2
48	43	Dufferin-Peel Catholic DSB	32.9	16.0	49.0
49	44	Simcoe Muskoka Catholic DSB	8.2	4.0	12.3
50	45	Durham Catholic DSB	8.6	4.0	12.6
51	46	Halton Catholic DSB	12.5	6.0	18.5
52	47	Hamilton-Wentworth Catholic DSB	12.1	6.0	18.1
53	48	Wellington Catholic DSB	3.0	1.4	4.4
54	49	Waterloo Catholic DSB	9.2	4.5	13.8
55	50	Niagara Catholic DSB	8.7	4.4	13.1
56	51	Brant Haldimand Norfolk Catholic DSB	3.7	1.8	5.5
57	52	Catholic DSB of Eastern Ontario	5.2	2.5	7.8
58	53	Ottawa Catholic DSB	17.1	8.1	25.2
59	54	Renfrew County Catholic DSB	1.9	1.0	2.9
60	55	Algonquin and Lakeshore Catholic DSB	5.1	2.4	7.5
<b>Total</b>			<b>226.3</b>	<b>109.0</b>	<b>335.3</b>

\*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council or Transfer Payment Agreement in accordance with the Transfer Payment Accountability Directive.

- 1) Estimate assumes 2/3 for elementary and 1/3 for secondary. Actual staffing will depend on local decisions.
- 2) Estimated funded staff FTE calculated using an average funded teacher salary including benefits, and preparation time in each board adjusted for all increases proposed for 2017-18.
- 3) Based on best available information at this time, figures are subject to change as updated information becomes available.