

**ETFO TENTATIVE EXTENSION
AGREEMENT FOR:**

**TEACHER/OCCASIONAL TEACHER
MEMBERS**

EXTENSION AGREEMENT

BETWEEN:

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
hereinafter: "OPSBA"

AND

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
hereinafter: "ETFO"

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 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 ETFO 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 8, 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. Local Letters of Understanding/Agreement will remain in effect during the extension, however where a local Letter of Understanding/Agreement has an expiry date, the expiry date will be extended by two (2) years.
4. The terms of this Extension Agreement shall be effective on September 1, 2017 except as otherwise provided herein.

- Memorandum of Understanding #3 “Professional Activity Days” shall be amended such that “2015-16 and/or the 2016-17” shall be replaced by “2017-18 and/or 2018-19”.
- 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.

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. ETFO 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 1, 2017. This excludes employees whose income replacement would be impacted while on leave.

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.

6. DAILY OCCASIONAL TEACHERS RATES

While maintaining the current rate of compensation, the school boards listed in Schedule A shall express their existing daily occasional teacher rates as a percentage of the lowest step in A1, consistent with the example in Appendix "A".

7. SPECIAL EDUCATION SYSTEM INVESTMENT

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 investment of approximately \$25 million in 2017-2018 which will continue in the 2018-2019 school year. These funds shall be used by school boards to address staffing for special education teachers.

8. PRIORITIES FUND SYSTEM INVESTMENT

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 investment of approximately \$19.5 million in 2017-2018 which will continue in the 2018-2019 school year. These funds shall be used in school boards as follows:

- a. Professional learning for Occasional Teachers (one day in each year of the extension)
- b. Early years special education needs support
- c. Indigenous student support
- d. Support for wellbeing and "at risk" students
- e. Support for English language learners

After the allocation of funds for professional learning for occasional teachers and failing consensus among the Joint Staffing Committee, or equivalent where a joint staffing committee does not exist, the board shall allocate the remaining funds consistent with (b), (c), (d), and/or (e) above, based on student needs.

9. For each of 7 and 8 above, the following shall apply:

- Each board and local shall meet and discuss within the context of the joint staffing committee or equivalent where a joint staffing committee does not exist to determine the use of funds. The board will share the total allocations of funds to be used for ETFO. It is agreed that these funds are to be used for ETFO teachers and consistent with student needs.
- Staffing processes used as a result of this additional funding shall be consistent with school boards' existing staffing processes.

10. INDIVIDUAL EDUCATION PLANS (IEPs)

The Crown shall recommend to the Minister that Individual Education Plans (IEPs) updated or created within the first 30 instructional days of school as directed by *Regulation 181/98*, of the *Education Act* shall serve as the IEP update and distribution for the progress report card. Notwithstanding the foregoing, the IEP may be further updated at the discretion of the teacher.

11. REPORTING VIOLENT INCIDENTS


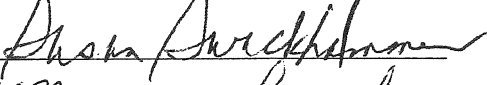
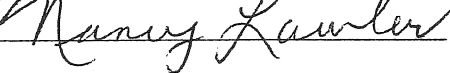
The parties agree that the half Professional Activity Day presently reserved for Health and Safety under Memorandum of Agreement #3 of the 2014-2017 central terms will include training on violent incident reporting. Material produced by the Provincial Working Group on Health and Safety may be used as resource material for this training. It is intended that the professional training monies in the priorities fund be used for occasional teachers to attend and be paid for this training once during the term of this extension agreement.

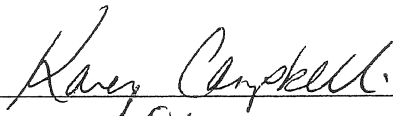
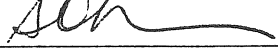

12. EXISTING TERMS AND CONDITIONS

Unless amended by this Memorandum of Settlement or unless expressly provided otherwise, the central and local terms and conditions of each collective agreement between ETFO 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 ETFO 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 this 2nd day of February, 2017

ETFO

OPSBA

Janet Edwards

CROWN

J. B. King

APPENDIX "A"

Example #1: current daily rate = \$241.81, A1 step 0 = \$46,911

$$(241.81) / (46,911 / 194) = 100\%$$

Example #2: current daily rate = \$223.83, A1 step 0 = \$46,432

$$(223.83) / (46,432 / 194) = 93.52\%$$

Durham DSB
Grand Erie DSB
Greater Essex DSB
Halton DSB
Keewatin Patricia DSB
Near North DSB
Ottawa Carlton
Rainy River
Renfrew
Toronto A (<100 days)
Toronto B (>100 days)
Trillium Lakelands DSB
Upper Canada DSB
York DSB

Appendix B - 2017-18 Investments in System Priorities for Teachers * - ETFO			ESTIMATED SHARE OF INVESTMENTS		
Index	DSBNo	DSB Name	Special Education Investment for Teachers	Priorities Fund System Investment	Total
1	1	DSB Ontario North East	\$ 174,235	\$ 88,556	\$ 262,791
2	2	Algoma DSB	\$ 221,107	\$ 130,784	\$ 351,891
3	3	Rainbow DSB	\$ 274,668	\$ 183,125	\$ 457,794
4	4	Near North DSB	\$ 240,939	\$ 141,371	\$ 382,309
5	5.1	Keewatin-Patricia DSB	\$ 130,250	\$ 54,363	\$ 184,613
6	5.2	Rainy River DSB	\$ 75,556	\$ 34,480	\$ 110,036
7	6.1	Lakehead DSB	\$ 205,385	\$ 120,986	\$ 326,372
8	6.2	Superior-Greenstone DSB	\$ 38,087	\$ 13,389	\$ 51,476
9	7	Bluewater DSB	\$ 342,472	\$ 232,783	\$ 575,254
10	8	Avon Maitland DSB	\$ 288,612	\$ 222,166	\$ 510,777
11	9	Greater Essex County DSB	\$ 669,893	\$ 532,056	\$ 1,201,949
12	10	Lambton Kent DSB	\$ 408,995	\$ 311,497	\$ 720,492
13	11	Thames Valley DSB	\$ 1,401,400	\$ 1,090,471	\$ 2,491,871
14	12	Toronto DSB	\$ 4,493,224	\$ 3,521,504	\$ 8,014,728
15	13	Durham DSB	\$ 1,269,760	\$ 1,042,178	\$ 2,311,939
16	14	Kawartha Pine Ridge DSB	\$ 617,049	\$ 462,505	\$ 1,079,554
17	15	Trillium Lakelands DSB	\$ 327,383	\$ 223,843	\$ 551,226
18	16	York Region DSB	\$ 2,051,877	\$ 1,924,839	\$ 3,976,716
19	17	Simcoe County DSB	\$ 1,016,580	\$ 776,419	\$ 1,792,998
20	18	Upper Grand DSB	\$ 607,024	\$ 473,093	\$ 1,080,117
21	19	Peel DSB	\$ 2,839,820	\$ 2,453,824	\$ 5,293,644
22	20	Halton DSB	\$ 1,083,049	\$ 989,080	\$ 2,072,129
23	21	Hamilton-Wentworth DSB	\$ 959,826	\$ 739,940	\$ 1,699,766
24	22	DSB of Niagara	\$ 675,967	\$ 535,252	\$ 1,211,219
25	23	Grand Erie DSB	\$ 504,130	\$ 370,980	\$ 875,110
26	24	Waterloo Region DSB	\$ 1,142,687	\$ 920,371	\$ 2,063,058
27	25	Ottawa-Carleton DSB	\$ 1,243,326	\$ 989,919	\$ 2,233,245
28	26	Upper Canada DSB	\$ 540,050	\$ 382,597	\$ 922,647
29	27	Limestone DSB	\$ 378,256	\$ 279,583	\$ 657,838
30	28	Renfrew County DSB	\$ 213,040	\$ 124,221	\$ 337,261
31	29	Hastings and Prince Edward DSB	\$ 311,394	\$ 225,778	\$ 537,172
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	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -
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			\$ 24,746,041	\$ 19,591,952	\$ 44,337,993

*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.

- Investments in System Priorities is time-limited and will only be provided for the term of the extension (2017-18 and 2018-19).

LETTER OF COMMITMENT

BY THE

THE CROWN IN RIGHT OF ONTARIO (THE "CROWN")

RE: CLASS SIZE REDUCTION

In connection with discussions concerning an extension of ETFO's 2014-2017 collective agreements, the Crown undertakes to recommend to the Lieutenant Governor-in-Council the changes to Kindergarten and grade 4-8 class size described in (1) and (2) below. This recommendation is to be included within the statutory and regulatory requirements in paragraph 1 of the extension agreement with respect to teachers and education workers, and is conditional upon ratification of the extension agreement.

1) Kindergarten:

Effective in the 2017-2018 school year, the class size for all full day junior kindergarten and kindergarten classes will be capped at 30. Effective in the 2018-2019 school year, the class size for all full day junior kindergarten and kindergarten classes will be capped at 29. For greater clarity, at the reporting date for primary class size, 90% of all kindergarten classes in a school board will not exceed 30 in the 2017-2018 school year and shall not exceed 29 in the 2018-2019 school year. Notwithstanding the foregoing, no class shall exceed 32 in either school year. There will be a flex factor of 10% which will only apply where: (a) purpose built accommodation is not available; or (b) where program will be negatively affected e.g., French Immersion; or (c) where compliance will increase FDK/Grade 1 splits. Exception (a) will sunset after five years.


Class sizes will be determined consistent with the reporting date for primary class size.

Where a school has classes exceeding 30 students and under 16 in a single track, Early Childhood Educators shall be assigned to both classes.

2) Grades 4-8:

Any board with a grade 4-8 class size average exceeding 24.5 will reduce the class size average to 24.5. In order to do so, the Crown will provide necessary funding equally over a period of five years commencing with the 2017-2018 school year. Boards above 24.5 shall apply their entire allocation of additional funding to reduce the class size average in each of these school years as required until the average grade 4-8 class size is 24.5.

CROWN



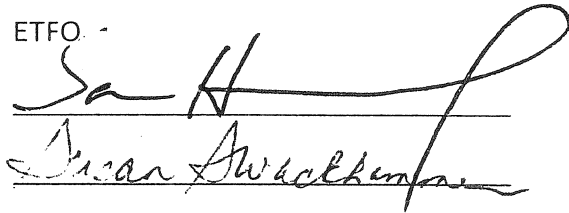
SUBJECT TO ERRORS AND OMISSIONS 2017-02-01

Further to discussions regarding a contract extension for ETFO teachers and education workers, the parties and the Crown confirm the following commitments:

1. The parties and Crown will work 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 to develop and deliver training material for the sector, based on the PWGHS's placemat on Reporting Violent Incidents.
2. Where the teachers or education workers agreements require an employer to provide a permanent or long term occasional employee who is eligible, consistent with the restrictions contained within the relevant articles, with 100% of salary for not less than 8 weeks of leave, less any amount received under the Employment Insurance Act during that period, these obligations are unaffected by any changes in the employment insurance waiting period.
3. Nothing in the extension agreement limits the rights of local parties under s.58 (5) of the *Ontario Labour Relations Act*.

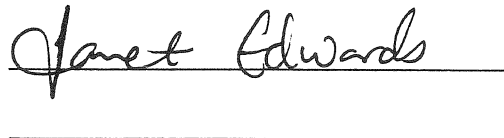
Dated this 2nd day of February 2017

ETFO -



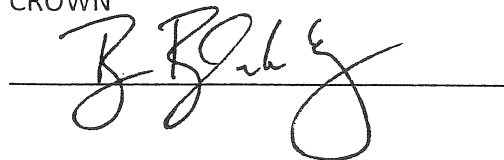
Susan Swackhamer

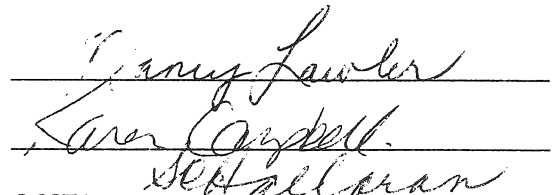
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Janet Edwards

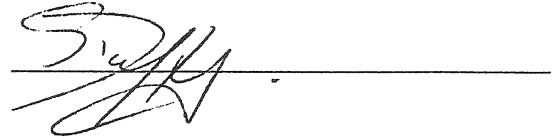
CROWN





Gary Fowler

OCSTA



Scott Allan