

LETTER OF AGREEMENT

BETWEEN

**The Ontario Public School Board Association
(hereinafter called 'OPSBA')**

– And –

**The Ontario Catholic School Trustees Association
(hereinafter called 'OCSTA')**

– And –

**Association franco-ontarienne des conseils scolaires catholiques
(hereinafter called 'AFOCSC')**

– And –

**Association des conseils des écoles publiques de l'Ontario
(hereinafter called 'ACEPO')**

– And –

**Ontario Secondary School Teachers' Federation / Federation des enseignantes-
Enseignants des écoles secondaires de l'Ontario
(hereinafter called 'OSSTF/FEESO')**

– And –

The Crown

Whereas the French version of Letter of Agreement #2 regarding Benefits (the "Benefits LOA") appended as part of the 2014-17 agreement on central Terms for OSSTF/FEESO education workers between OPSBA, OCSTA, AFOCSC, ACEPO, OSSTF/FEESO and the Crown, Section 3.2.9 (d) refers to "on the participation date, for defined contribution plans, the Boards will contribute to the Trust \$5,075 per FTE".

And whereas the term "defined contribution plan" was "defined benefit plan" in the English document but incorrectly translated in the French Benefits LOA;

Now therefore OPSBA, OCSTA, AFOCSC, ACEPO, OSSTF-FEESO and the Crown hereby acknowledge and agree that clause 3.2.9(d) in the French version should read as defined benefit plan instead of defined contribution plan which is effective upon the signing of this Letter of Agreement.

And further, whereas the French version of the Central Agreement in Article C12.1 g) i) references "confirmation from a doctor" and the English version says "medical confirmation";

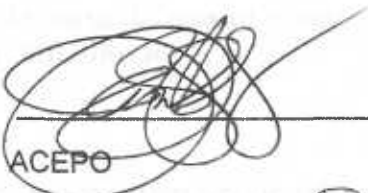
Now therefore OPSBA, OCSTA, AFOCSC, ACEPO, OSSTF-FEESO and the Crown hereby acknowledge and agree that Article C12.1 g) i) should read as "medical confirmation" instead of "confirmation from a doctor".

Dated at Toronto, this 23rd day of February, 2017


OPSBA


OCSTA


AFOCSC


ACEPO


OSSTF-FEESO


THE CROWN

LETTER OF AGREEMENT

BETWEEN

The Ontario Public School Board Association (OPSBA)

– And –

The Ontario Catholic School Trustees Association (OCSTA)

– And –

Association franco-ontarienne des conseils scolaires catholiques (AFOCSC)

– And –

Association des conseils des écoles publiques de l'Ontario (ACEPO)

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

– And –

**Ontario Secondary School Teachers' Federation / Federation des enseignantes-
Enseignants des écoles secondaires de l'Ontario
(hereinafter called 'OSSTF/FEESO')**

– And –

The Crown

Re: Limestone District School Board (DSB) Instructors

Whereas, Literacy Instructors and English as a Second Language (ESL) Instructors in the Limestone DSB are permanent employees.

And whereas, Literacy Instructors are currently eligible for life, health and dental benefits or to receive a payment in lieu of benefits.

And whereas, ESL Instructors receive a payment in lieu of benefits.

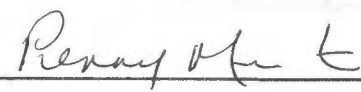
Now therefore, OSSTF/FEESO has until April 28, 2017 (two weeks following the latest possible date of ratification) to decide if the benefits clause 7(c) of the extension agreement between the CTA and the OSSTF/FEESO Education Workers should be amended to include Limestone

District School Board in the list of school boards. For greater clarity, in the event that OSSTF/FEESO decides to include Limestone DSB in the listing of 7(c) this decision shall apply to all members of the bargaining unit and the revised clause 7(c) of the OSSTF Education Workers extension agreement would therefore read as follows:


- 7(c) Permanent instructors employed by the Waterloo Catholic District School Board, Simcoe County District School Board, Limestone District School Board and Ottawa Carleton District School Board shall be eligible for inclusion in the OSSTF ELHT no later than November 1, 2017. Upon inclusion in the ELHT any payments in lieu of health, life and dental benefits provided in accordance with local agreements shall cease.

OSSTF will provide written notice of its decision to the Director of Labour Relations, OPSBA by 4:00 PM April 18, 2017

Dated at Toronto, this 23 day of February, 2017




OPSBA



OCSTA



AFOCSC



ACEPO



OSSTF/FEESO



THE CROWN

EXTENSION AGREEMENT

BETWEEN:

Ontario Public School Boards' Association (OPSBA)

AND

Ontario Catholic School Trustees' Association (OCSTA)

AND

L'Association des conseils scolaires des écoles publiques de l'Ontario (ACÉPO)

AND

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

hereinafter:

COUNCIL OF TRUSTEES' ASSOCIATIONS/CONSEIL DES ASSOCIATIONS D'EMPLOYEURS
"CTA/CAE"

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/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 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 changes or regulatory amendments 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 CTA, 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 terms of this Agreement shall be effective on September 1, 2017, except as otherwise provided herein.
 - The expiry date of Letters of Understanding #1 Sick Leave, #4 Job Security, #7 Scheduled Unpaid Leave Plan and #11 Additional Professional Activity (P.A.) Day shall be revised as noted in Appendix I and the terms of LOUs #1, 4, 7 and 11 shall continue in effect, uninterrupted, until August 30, 2019.
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 Agreement.
 - 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 “2015-2016 and/or 2016-2017” shall be replaced by “2017-2018 and/or 2018-2019”.

6. 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 employees 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 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 and those on a long term assignment 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.

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 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 education worker table (s) will be allocated to OSSTF/FEESO education worker members.

7. 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 (adjusted for an additional 4% amount prorated for 8 months) 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.

Total cost represents the actual costs related to the delivery of benefits. Total cost is defined as the total cost on the OSSTF/FEESO's ELHT's financial statements for OSSTF Education Workers, 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 (j) of the Benefits Letter of Agreement #2 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 the 2018-19 revised estimates.

- (b) The parties agree to amend the Letter of Agreement #2 re. Benefits of the 2014-17 Agreement on Central Terms to read "The Participation Date for OSSTF-EW shall be no earlier than September 1, 2016 and no later than November 1, 2017 and may vary by Board." All other provisions in the Letter of Agreement remain in effect.
- (c) Permanent instructors employed by the Waterloo Catholic District School Board, Simcoe County District School Board and Ottawa Carleton District School Board shall be eligible for inclusion in the OSSTF ELHT no later than November 1, 2017. Upon inclusion in the ELHT any payments in lieu of health, life and dental benefits provided in accordance with local agreements shall cease.

8. 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 union 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 union 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 CTA 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 CTA 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.

9. PRIORITIES FUND SYSTEM INVESTMENT

(a) Special Education System Investment

In recognition of the role that education assistants, child and youth workers/counsellors and professional student services personnel play in supporting special education, 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 utilized for special education needs.

The projected amount for OSSTF/FEESO is \$13,386,098 as noted in Appendix 2.

OSSTF/FEESO's allocated funding shall be utilized by school boards in the following manner:

- i. To prevent, to the extent possible, layoffs arising as a result of special education funding reductions for the 2017-2018 and 2018-2019 staffing years.
- ii. Any funds remaining after utilization consistent with (i) above shall be used by boards in those years to enhance staffing consistent with the priorities under the program. Any staffing recalls shall be made in accordance with local collective agreements.

(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 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.

The projected amount for OSSTF/FEESO is \$6,408,908 as noted in Appendix 2.

(c) For each of 9(a) and 9(b), each board shall engage with the local union to discuss the use of this funding. In this discussion, the board shall provide the union with:

- i. anticipated staffing levels based on current budget projections prior to receipt of the funding, including information about the potential impacts of any
 - catastrophic or unforeseeable events;
 - changes in enrolment;
 - school closure and/or school consolidation;
 - funding changes directly related to services provided by bargaining unit members; and/or
 - positions reduced through attrition.
- ii. the impact of the funding on the board's projected staffing levels.

Staffing processes used as a result of this additional funding shall be consistent with school boards' existing staffing processes.

10. 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 OSSTF custodians during community use, consistent with local collective agreements and existing board policies, procedures and practices. Where current practices do not provide OSSTF custodial staff for community use events, and where policies and procedures allow, the funding will be used to provide OSSTF custodial staffing to the extent of the available funds.

11. DISTRICT 16 YORK PSSP BARGAINING UNIT

The parties agree that the central terms apply to the District 16 York Professional Student Services Personnel effective September 1, 2017 with the locally agreed protected complement.

12. PROFESSIONAL DEVELOPMENT/LEARNING

The Crown shall create a one-time Education Programs – Other (EPO) grant for distribution consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of \$1.5 million. Funds from this EPO shall be allocated among school boards (Appendix 4) with OSSTF/FEESO DECE/ECE staff during the 2017-2018 school year to be used for professional learning for DECEs/ECEs. Boards and local bargaining units shall meet to discuss

the utilization of these funds. Funds shall be held in reserve pending the resolution of the use of the funds.

13. APPRENTICESHIP

The Crown shall create a one-time Education Programs – Other (EPO) grant for distribution, consistent with the Ontario Public Sector Transfer Payment Accountability Directive, in the amount of \$0.5 million. Funds from this EPO shall be allocated to school boards during the 2018-2019 school year, on the basis of joint applications received from school boards and OSSTF/FEESO locals for apprenticeship under the Ontario College of Trades.

The purpose of the funds is to provide on-the-job training for employees as apprentices.

A joint committee comprised of representatives of the central parties and the Crown, will be created to develop an application process that will be shared with boards and locals. The committee will develop the following:

- i. Criteria of allocation
- ii. Application process
- iii. Eligibility of program
- iv. Reporting
- v. Equitable distribution


It is understood that the purpose of the Apprenticeship program is not to reduce current complement/positions.

14. EXISTING TERMS AND CONDITIONS

Unless amended by this Agreement 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 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



CTA/CAE

Penny Musten (OPSDA)
S. Dilly (OCSA)
[Signature] (ACEPO)

Vh [Signature] (AFDCSC)

CROWN

[Signature]

LETTER OF AGREEMENT

BETWEEN

The Ontario Public School Boards' Association

and

The Ontario Catholic School Trustees' Association

and

Association franco-ontarienne des conseils scolaires catholiques

and

**Association des conseils scolaires des écoles publiques de l'Ontario
(together the Council of Trustees' Associations "CTA")**

and

Ontario Secondary School Teachers' Federation / Fédération des enseignantes-

enseignants des écoles secondaires de l'Ontario

(hereinafter called 'OSSTF/FEESO')

and

The Crown

RE: MID-TERM AMENDMENTS

Notwithstanding anything else in this Extension Agreement, OSSTF/FEESO bargaining units and school boards retain all rights under the *Ontario Labour Relations Act* to revise local provisions of the collective agreement through mutual consent.

The central parties agree that under the *School Boards Collective Bargaining Act, 2014* the central parties can revise central provisions of the collective agreement through mutual consent.

The central parties may discuss matters referred to them by their respective constituent boards or local unions.

APPENDIX 1

LETTER OF AGREEMENT #1

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

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.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

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.

LETTER OF AGREEMENT #4

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

RE: Job Security

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

1. For the purpose of this Letter of Agreement, the overall protected complement is equal to the FTE number (excluding temporary, casual and/or occasional positions) as at December 16, 2015. 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.
2. Effective as of December 16, 2015, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. School closure and/or school consolidation; or
 - d. Funding reductions directly related to services provided by bargaining unit members.
3. Where complement reductions are required pursuant to 2. 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 funding reductions.

4. Notwithstanding the above, a board may reduce their complement through attrition. Attrition is defined as positions held by bargaining unit members that become vacant and are not replaced, subsequent to the date of central ratification.
5. Reductions as may be required in 2 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).
6. Staffing provisions with regard to surplus and bumping continue to remain a local issue.
7. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs and ECEs
 - c. Administrative Personnel
 - d. Custodial Personnel
 - e. Cafeteria Personnel
 - f. Information Technology Personnel
 - g. Library Technicians
 - h. Instructors
 - i. Supervision Personnel (including child minders)
 - j. Professional Personnel (including CYWs and DSWs)
 - k. Maintenance/Trades
8. Any and all existing local collective agreement job security provisions remain.
9. This Letter of Agreement expires on August 30, 2019.

LETTER OF AGREEMENT #7

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) 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 ten (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, 2018-2019 school years;
- 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. Each employee will be eligible to apply for up to two (2) days leave in each of the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school 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 years, 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 years 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 #11

BETWEEN

**The Council of Trustees' Associations/
Le Conseil des associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Ontario Secondary School Teachers' Federation/
Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario
(hereinafter called the 'OSSTF/FEESO')**

Re: Additional Professional Activity (PA) Day

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

Appendix 2: 2017-18 - Investments in System Priorities* for Education Workers (OSSTF)

Index	DSB No	DSB Name	ESTIMATED SHARE OF INVESTMENTS			ESTIMATED FUNDED FTE GENERATED		
			Special Education Staff Amount	Other Staffing Amount	TOTAL	Special Education Staffing Amount	Other Staffing Amount	TOTAL
1	1	DSB Ontario North East	312,849	-	312,849	4.3 to 5.7	-	4.3 to 5.7
2	2	Algoma DSB	365,504	116,276	481,780	5.1 to 6.6	2.0	7.1 to 8.6
3	3	Rainbow DSB	76,874	156,113	232,987	1.1 to 1.4	2.7	3.8 to 4.1
4	4	Near North DSB	392,292	-	392,292	5.5 to 7.1	-	5.5 to 7.1
5	5.1	Keewatin-Patricia DSB	236,910	112,607	349,517	3.3 to 4.3	2.0	5.3 to 6.3
6	5.2	Rainy River DSB	-	-	-	-	-	-
7	6.1	Lakehead DSB	312,223	-	312,223	4.3 to 5.6	-	4.3 to 5.6
8	6.2	Superior-Greenstone DSB	89,274	36,196	125,470	1.2 to 1.6	0.6	1.9 to 2.2
9	7	Bluewater DSB	495,790	179,555	675,344	6.9 to 9	3.1	10 to 12.1
10	8	Avon Maitland DSB	463,076	192,470	655,546	6.4 to 8.4	3.4	9.8 to 11.7
11	9	Greater Essex County DSB	932,988	-	932,988	13 to 15.9	-	13 to 16.9
12	10	Lambton Kent DSB	-	-	-	-	-	-
13	11	Thames Valley DSB	286,059	-	286,059	4 to 5.2	-	4 to 5.2
14	12	Toronto DSB	1,382,151	11,438	1,393,589	19.2 to 25	0.2	19.4 to 25.2
15	13	Durham DSB	-	-	-	-	-	-
16	14	Kawartha Pine Ridge DSB	-	-	-	-	-	-
17	15	Trillium Lakelands DSB	32,112	1,405	33,517	0.5 to 0.6	0.0	0.5 to 0.6
18	16	York Region DSB	234,305	8,430	242,734	3.3 to 4.2	0.2	3.4 to 4.4
19	17	Simcoe County DSB	-	-	-	-	-	-
20	18	Upper Grand DSB	878,705	347,070	1,225,775	12.2 to 15.9	5.1	18.3 to 21.9
21	19	Peel DSB	330,376	-	330,376	4.6 to 6	-	4.6 to 6
22	20	Halton DSB	186,804	491,320	678,124	2.6 to 3.4	3.6	11.2 to 12
23	21	Hamilton-Wentworth DSB	152,671	420,453	573,124	2.1 to 2.8	7.3	9.5 to 10.1
24	22	DSB of Niagara	-	-	-	-	-	-
25	23	Grand Erie DSB	95,633	-	95,633	1.3 to 1.7	-	1.3 to 1.7
26	24	Waterloo Region DSB	135,841	1,240,530	1,376,370	1.9 to 2.5	21.7	23.6 to 24.1
27	25	Ottawa-Carleton DSB	1,794,137	1,507,072	3,301,209	24.9 to 32.4	25.3	51.2 to 58.8
28	26	Upper Canada DSB	76,873	-	76,873	1.1 to 1.4	-	1.1 to 1.4
29	27	Limestone DSB	84,543	1,301	85,844	1.2 to 1.5	0.0	1.2 to 1.6
30	28	Renfrew County DSB	12,804	8,910	21,714	0.2 to 0.2	0.2	0.3 to 0.4
31	29	Hastings and Prince Edward DSB	-	-	-	-	-	-
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	289,130	-	289,130	4 to 5.2	-	4 to 5.2
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	590,965	192,405	783,370	8.2 to 10.7	3.4	11.6 to 14
50	45	Durham Catholic DSB	-	-	-	-	-	-
51	46	Halton Catholic DSB	-	-	-	-	-	-
52	47	Hamilton-Wentworth Catholic DSB	-	-	-	-	-	-
53	48	Wellington Catholic DSB	255,678	73,328	329,006	3.6 to 4.6	1.3	4.8 to 5.9
54	49	Waterloo Catholic DSB	-	-	-	-	-	-
55	50	Niagara Catholic DSB	-	-	-	-	-	-
56	51	Brant Haldimand Norfolk Catholic DSB	294,129	235,862	529,991	4.1 to 5.3	4.1	8.2 to 9.4
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	123,598	65,309	188,907	1.7 to 2.2	1.1	2.9 to 3.4
63	58	CS Viamonde	334,617	184,280	518,897	4.6 to 6.1	3.2	7.9 to 9.3
64	59	CÉP de l'Est de l'Ontario	359,561	-	359,561	5 to 6.5	-	5 to 6.5
65	60.1	CSD catholique des Grands Rivières	274,272	127,901	402,173	3.8 to 5	2.2	6 to 7.2
66	60.2	CSD catholique Franco-Nord	-	-	-	-	-	-
67	61	CSD catholique du Nouvel-Ontario	248,888	121,928	370,816	3.5 to 4.5	2.1	5.6 to 6.6
68	62	CSD catholique des Aurores boréales	-	-	-	-	-	-
69	63	CS catholique Providence	-	-	-	-	-	-
70	64	CSD catholique Centre-Sud	433,379	220,288	653,667	6 to 7.8	3.9	9.9 to 11.7
71	65	CSD catholique de l'Est ontarien	310,167	-	310,167	4.3 to 5.6	-	4.3 to 5.6
72	66	CSD catholique du Centre-Est de l'Ontario	510,921	356,463	867,384	7.1 to 9.2	5.2	13.3 to 15.5
TOTAL			13,386,098	6,408,908	19,795,007	185.8 to 242	111.9	297.8 to 353.9

*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.

FTE estimates are based on selected GSN salary and benefit benchmarks as follows:

- Special Education Staff Amount is based on the Professional/Para-professional benchmark and the Education Assistants benchmark on the high range.

- Other Staffing Amount is based on the Secondary School Office Support Staff benchmark

- These include anticipated adjustments to benchmarks in 2017-18 to reflect the impact of salary increases in 2016-17.

- Benchmarks assume a 1.5% salary increase in the 2017-18 school year.

- 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 OSSTF.

- 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 OSSTF.

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

- The number of FTE will vary by board based on actual costs including but not limited to salary, benefits, vacation and allowances.

2017-18 -- Community Use of Schools Investment - OSSTF				
		Column #		
Index	DSBNo	DSB Name		Amount
26	24	Waterloo Region DSB	\$	23,283
27	25	Ottawa-Carleton DSB	\$	30,998
56	51	Brant Haldimand Norfolk Catholic DSB	\$	3,855
Total			\$	58,137

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.

Appendix 4: 2017-18 - Investments in System Priorities* for Education Workers - OSSTF EW

			ESTIMATED SHARE OF INVESTMENTS
Index	DSB No	DSB Name	Professional Development / Learning
1	1	DSB Ontario North East	\$ 20,674
2	2	Algoma DSB	\$ 29,191
3	3	Rainbow DSB	\$ -
4	4	Near North DSB	\$ 43,001
5	5.1	Keewatin-Patricia DSB	\$ -
6	5.2	Rainy River DSB	\$ -
7	6.1	Lakehead DSB	\$ 33,739
8	6.2	Superior-Greenstone DSB	\$ 4,135
9	7	Bluewater DSB	\$ 61,194
10	8	Avon Maitland DSB	\$ 52,925
11	9	Greater Essex County DSB	\$ 118,253
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	\$ -
20	18	Upper Grand DSB	\$ 139,754
21	19	Peel DSB	\$ -
22	20	Halton DSB	\$ -
23	21	Hamilton-Wentworth DSB	\$ -
24	22	DSB of Niagara	\$ -
25	23	Grand Erie DSB	\$ -
26	24	Waterloo Region DSB	\$ -
27	25	Ottawa-Carleton DSB	\$ 296,047
28	26	Upper Canada DSB	\$ -
29	27	Limestone DSB	\$ -
30	28	Renfrew County DSB	\$ 37,213
31	29	Hastings and Prince Edward DSB	\$ -
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	\$ 40,520
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	\$ 73,598
50	45	Durham Catholic DSB	\$ -
51	46	Halton Catholic DSB	\$ -
52	47	Hamilton-Wentworth Catholic DSB	\$ -
53	48	Wellington Catholic DSB	\$ 26,462
54	49	Waterloo Catholic DSB	\$ -
55	50	Niagara Catholic DSB	\$ -
56	51	Brant Haldimand Norfolk Catholic DSB	\$ 37,213
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	\$ 23,403
63	58	CS Viamonde	\$ 64,502
64	59	CÉP de l'Est de l'Ontario	\$ 70,291
65	60.1	CSD catholique des Grandes Rivières	\$ 24,808
66	60.2	CSD catholique Franco-Nord	\$ -
67	61	CSD catholique du Nouvel-Ontario	\$ 28,116
68	62	CSD catholique des Aurores boréales	\$ -
69	63	CS catholique Providence	\$ -
70	64	CSD catholique Centre-Sud	\$ 82,695
71	65	CSD catholique de l'Est ontarien	\$ 68,637
72	66	CSD catholique du Centre-Est de l'Ontario	\$ 123,629
Estimated Totals			\$ 1,500,000

*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.

- Amount per board based on share of total provincial OSSTF-EW ECE staff in each board.

- These investments are time-limited for 2017-18 only.

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.

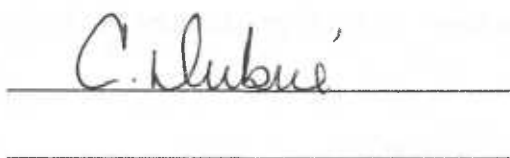
Part B will be amended to incorporate these new wage rates.

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

LETTER OF AGREEMENT

BETWEEN

The Ontario Public School Board Association

(hereinafter "OPSBA")

and

Ontario Secondary School Teachers' Federation / Fédération des enseignantes-

enseignants des écoles secondaires de l'Ontario

(hereinafter called 'OSSTF/FEESO')

and

The Crown

RE: MID-TERM AMENDMENTS

Notwithstanding anything else in this Extension Agreement, OSSTF/FEESO bargaining units and school boards retain all rights under the *Ontario Labour Relations Act* to revise local provisions of the collective agreement through mutual consent.

The central parties agree that under the *School Boards Collective Bargaining Act, 2014* the central parties can revise central provisions of the collective agreement through mutual consent.

The central parties may discuss matters referred to them by their respective constituent boards or local unions.

Appendix 1: 2017-18 - Investments in System Priorities* for Teachers (OSSTF)

Index	DSB No	Column # DSB Name	ESTIMATED SHARE OF INVESTMENTS			ESTIMATED FUNDED FTE GENERATED		
			Special Education System Investment for Teachers	Secondary Programming System Investment	TOTAL	Special Education System Investment for Teachers	Secondary Programming System Investment	TOTAL
1	1	DSB Ontario North East	105,505	78,592	184,097	1.0	0.8	1.8
2	2	Algoma DSB	126,516	99,982	226,499	1.2	1.0	2.2
3	3	Rainbow DSB	136,173	139,705	275,878	1.3	1.3	2.6
4	4	Near North DSB	108,974	103,438	212,413	1.1	1.0	2.1
5	5.1	Keewatin-Patricia DSB	92,219	56,829	149,048	0.9	0.6	1.5
6	5.2	Rainy River DSB	45,487	30,531	76,018	0.5	0.3	0.8
7	6.1	Lakehead DSB	97,525	86,529	184,055	0.9	0.8	1.7
8	6.2	Superior-Greenstone DSB	35,370	18,264	53,634	0.4	0.2	0.5
9	7	Bluewater DSB	128,581	150,782	279,362	1.3	1.5	2.7
10	8	Avon Maitland DSB	142,220	167,604	309,824	1.4	1.6	3.0
11	9	Greater Essex County DSB	268,281	379,011	647,292	2.6	3.7	6.3
12	10	Lambton Kent DSB	182,598	233,814	416,412	1.8	2.3	4.0
13	11	Thames Valley DSB	522,781	710,457	1,233,238	5.2	7.0	12.2
14	12	Toronto DSB	1,511,227	2,366,291	3,877,518	14.7	23.0	37.6
15	13	Durham DSB	471,970	694,448	1,166,418	4.7	6.9	11.7
16	14	Kawartha Pine Ridge DSB	240,786	316,954	557,741	2.3	3.1	5.4
17	15	Trillium Lakelands DSB	152,335	165,510	317,846	1.5	1.6	3.1
18	16	York Region DSB	743,506	1,228,909	1,972,415	7.4	12.3	19.7
19	17	Simcoe County DSB	364,511	506,904	871,415	3.6	5.0	8.6
20	18	Upper Grand DSB	245,078	338,177	583,255	2.5	3.4	5.9
21	19	Peel DSB	817,356	1,354,038	2,171,394	8.0	13.2	21.2
22	20	Halton DSB	372,397	595,646	968,043	3.8	6.1	9.9
23	21	Hamilton-Wentworth DSB	340,119	466,957	807,076	3.3	4.5	7.8
24	22	DSB of Niagara	277,362	375,345	652,708	2.7	3.6	6.3
25	23	Grand Erie DSB	224,755	261,711	486,467	2.2	2.6	4.8
26	24	Waterloo Region DSB	396,796	617,232	1,014,028	3.9	6.1	10.0
27	25	Ottawa-Carleton DSB	479,339	715,041	1,194,380	4.9	7.3	12.2
28	26	Upper Canada DSB	229,513	279,025	508,538	2.2	2.7	4.9
29	27	Limestone DSB	168,202	202,548	370,750	1.7	2.0	3.6
30	28	Renfrew County DSB	100,775	104,809	205,584	1.0	1.0	2.0
31	29	Hastings and Prince Edward DSB	137,743	149,027	286,770	1.3	1.4	2.8
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 Provence	-	-	-	-	-	-
70	64	CSD catholique Centre-Sud	-	-	-	-	-	-
71	65	CSD catholique de l'Est ontarien	-	-	-	-	-	-
72	66	CSD catholique du Centre-Est de l'Ontario	-	-	-	-	-	-
TOTAL			9,266,000	12,994,113	22,260,113	91.1	127.8	219.0

*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.

FTE estimates are based on selected GSN salary and benefit benchmarks as follows:

- Estimated funded staff FTE calculated using an average funded teacher salary including benefits, and preparation time in each board.
- These include anticipated adjustments to benchmarks in 2017-18 to reflect the impact of salary increases in 2016-17.
- Benchmarks assume a 1.5% salary increase in the 2017-18 school year.

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

- The number of FTE will vary by board based on actual costs including but not limited to salary, benefits, vacation and allowances.

Appendix 2: 2017-18 - Investments in System Priorities* for Adult Day School Teachers (OSSTF)

Index	DSBNo	DSB Name		2017-18	2018-19
1	1	DSB Ontario North East	\$	29,469	\$ 47,581
2	2	Algoma DSB	\$	74,666	\$ 123,502
3	3	Rainbow DSB	\$	65,817	\$ 106,052
4	4	Near North DSB	\$	59,084	\$ 96,583
5	5.1	Keewatin-Patricia DSB	\$	3,202	\$ 5,207
6	5.2	Rainy River DSB	\$	-	\$ -
7	6.1	Lakehead DSB	\$	77,532	\$ 126,534
8	6.2	Superior-Greenstone DSB	\$	177	\$ 282
9	7	Bluewater DSB	\$	28,670	\$ 49,077
10	8	Avon Maitland DSB	\$	52,630	\$ 87,891
11	9	Greater Essex County DSB	\$	88,580	\$ 145,988
12	10	Lambton Kent DSB	\$	87,463	\$ 147,545
13	1.1	Thames Valley DSB	\$	538,522	\$ 906,514
14	12	Toronto DSB	\$	2,524,528	\$ 4,186,164
15	13	Durham DSB	\$	324,201	\$ 547,082
16	14	Kawartha Pine Ridge DSB	\$	171,600	\$ 287,685
17	15	Trillium Lakelands DSB	\$	115,544	\$ 187,462
18	16	York Region DSB	\$	619,389	\$ 1,043,508
19	17	Simcoe County DSB	\$	282,083	\$ 473,307
20	18	Upper Grand DSB	\$	161,399	\$ 269,052
21	19	Peel DSB	\$	729,247	\$ 1,223,837
22	20	Halton DSB	\$	318,360	\$ 560,776
23	21	Hamilton-Wentworth DSB	\$	274,177	\$ 456,356
24	22	DSB of Niagara	\$	261,002	\$ 433,630
25	23	Grand Erie DSB	\$	183,008	\$ 299,367
26	24	Waterloo Region DSB	\$	177,943	\$ 301,585
27	25	Ottawa-Carleton DSB	\$	642,966	\$ 1,076,255
28	26	Upper Canada DSB	\$	289,214	\$ 469,903
29	27	Limestone DSB	\$	236,691	\$ 388,970
30	28	Renfrew County DSB	\$	59,216	\$ 97,037
31	29	Hastings and Prince Edward DSB	\$	52,494	\$ 86,782
TOTAL			\$	8,528,874	\$ 14,231,511

*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).

- For boards that already provide wages equivalent to grid teachers for hiring adult day school teachers, boards will exercise their discretion over the use of this funding.

Brad Bennett
Associate General Secretary
Ontario Secondary School Teachers' Federation
60 Mobile Drive
Toronto, ON M4A 2P3

Dear Brad,

Attached is the content of a proposed B Memorandum that will be issued to the sector concerning the ministry's expectations surrounding the use of Priority Funds for Education Worker staffing set out in the various extension agreements entered into between Employer Bargaining Agencies and Employee Bargaining Agencies and agreed to by the Crown.

It should be noted, as usual, that these Priority Funds are subject to the Lieutenant-Governor-In-Council approving the necessary regulatory changes necessary to provide the Priority Fund System Investments.



JOSHUA PAUL

Assistant Deputy Minister (A), Financial Policy and Business
Ministry of Education



ANDREW DAVIS

Assistant Deputy Minister (A), Education Labour Relations
Ministry of Education

Ministry of Education

Ministère de l'Éducation

Office of the ADM
Business & Finance Division
20th Floor, Mowat Block
900 Bay Street
Toronto ON M7A 1L2

Bureau du sous-ministre adjoint
Division des opérations et des finances
20^e étage, Édifice Mowat
900, rue Bay
Toronto ON M7A 1L2

DATE: February 22, 2017

SUBJECT: 2017-2019 Priorities Fund System Investment For Education Workers

In accordance with extension agreements entered into between Employee Bargaining Agencies and Employer Bargaining Agencies and agreed to by the Crown, for the period of September 1, 2017 to August 31, 2019, the Crown intends to provide school boards with Priorities Fund monies. It is intended that this funding be used to hire staff to support student achievement and well-being.

It should be noted that the extension agreements themselves and the various funding provisions therein are subject to necessary legislative and regulatory change and approval of the Lieutenant Governor in Council as applicable.

The Priorities Fund is to be used by school boards to hire Education Workers through the creation of new positions or to mitigate against the reduction of positions, subject to the job security provisions outlined in the applicable central agreement. The availability of the Priorities Fund does not negate or nullify a board's established budget plan or need to adjust staffing levels through attrition.

It is not however, generally intended that the Priorities Fund will be used to simply fund the replacement of the same positions reduced through attrition following the date of this memorandum. Boards that intend to use the Priorities Fund in this manner must be prepared to demonstrate local circumstances supporting such use.

Subject to demonstrated local circumstances, where a local union has a concern about the use of attrition, such concerns may be raised at the central dispute resolution committee, where the Crown is a participant.

JOSHUA PAUL

Assistant Deputy Minister (A), Financial Policy and Business
Ministry of Education

ANDREW DAVIS

Assistant Deputy Minister (A), Education Labour Relations
Ministry of Education

B E T W E E N:

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION and SHERRY LYNN ROSNER on their own behalf and on behalf of the members of the Ontario Secondary School Teachers' Federation

Applicants

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by THE MINISTER OF EDUCATION, THE MINISTER OF FINANCE and THE ATTORNEY GENERAL OF ONTARIO

Respondent

- and -

ONTARIO PUBLIC SCHOOLS BOARDS' ASSOCIATION

Intervenor

MINUTES OF SETTLEMENT

Whereas the Ontario Secondary School Teachers' Federation ("OSSTF/FEESO") and Sherry Lynn Rosner on their own behalf and on behalf of the members of OSSTF/FEESO (collectively the "OSSTF/FEESO Applicants") are parties to the within Application.

And whereas by Order of Himel J dated March 4, 2014 and entered April 3, 2014, the within Application was consolidated with Toronto Applications nos. CV-12-465269, CV-12-465306, CV-12-466524 and CV-14-499232 and heard on the merits together with them by Lederer J under the title of proceeding *OPSEU v. Ontario*, CV-12-465269, with judgment reserved.

And whereas Lederer J issued a judgment on the merits on the issues of liability in the consolidated Applications on April 20, 2016, holding that the s. 2(d) *Canadian Charter of Rights and Freedoms*' rights of the Applicants were breached by the conduct of the Government of Ontario and by the *Putting Students First Act, 2012* (hereinafter the "PSFA"), which imposed collective agreements on OSSTF/FEESO locals representing teachers and education workers or approved collective agreements between OSSTF/FEESO and local school boards pursuant to the PSFA.

And whereas the issues of liability and remedy were bifurcated in the consolidated Applications.

And whereas Lederer J encouraged the parties to the consolidated Applications to attempt to arrive at a remedy for the *Charter* breaches found by the Court.

And whereas the OSSTF/FEESO members may have been entitled to sick leave gratuities, as well as salary and experience grid movement during the 2012-13 and 2013-14 school years, amongst other benefits.

And whereas such sick leave gratuities were eliminated and salary and experience grid movement during the 2012-13 and 2013-14 school years was delayed by virtue of the provisions of the PSFA and related legislative measures.

And whereas the affected OSSTF/FEESO members assert that they have suffered financial losses consequential to the *Charter* breach, which assertion is, for the purpose of this settlement only (and not for the purpose of any other proceedings) not contested by the Respondent (hereinafter "Crown" or "Respondent").

And whereas none of the parties to the within Application are a person under a disability for the purposes of the Rules of Civil Procedure.

Contingent upon OSSTF/FEESO's ratification of said terms, the Respondent and the OSSTF/FEESO Applicants hereby agree to the following, as full and final settlement of any and all issues and claims arising from the within Application or the liability findings of Lederer J in the consolidated Applications that were or could be advanced by the OSSTF/FEESO Applicants in their own right or on behalf of their members:

- 1) The Crown agrees that it will not appeal the judgment of Lederer J finding liability against the Crown dated April 20, 2016 in *Ontario Public Service Employees Union et al. v. Ontario*, CV-12-465269, in so far as they relate to OSSTF/FEESO or its members, and in particular, the Crown agrees that it will not bring an appeal in respect of the within Application (Court File No. CV-12-465278). It is agreed that the Crown does not waive its right to appeal the judgment of Lederer J finding liability against the Crown (dated April 20, 2016 in *Ontario Public Service Employees Union et al v. Ontario*, CV-12-465269), in so far as it relates to the Applicants in Applications CV-12-465269, CV-12-465306, CV-14-499232 and CV-12-466524, who are not parties to these Minutes of Settlement (i.e. the Applicants other than OSSTF/FEESO and Sherry Lynn Rosner). The parties agree that the outcome of any remedy determinations that may be made by the Court in *Ontario Public Service Employees Union et al v. Ontario*, CV-12-465269, and the outcome of any appeals that may be taken by any party in respect of liability or remedy in *Ontario Public Service Employees Union et al v. Ontario*, CV-12-465269, or in Applications CV-12-465269, CV-12-465306, CV-14-499232 and CV-12-466524, shall have no bearing on the respective rights and obligations of the parties under these Minutes of Settlement.
- 2) The provision of \$25M, to be flowed to the relevant district school boards, for the purpose of compensating OSSTF\FEESO members who, as at August 31, 2012:
 - a. Had non-vested sick leave credit gratuities, or service gratuities for which they received a wind-up payout; or

- b. Had vested sick leave credit gratuities, which were to be paid out upon retirement.

Such payments shall not include compensation for loss of contributions to RRSPs, all claims for such damages are hereby waived pursuant to this settlement.

- 3) An amount towards restoration to individual OSSTF/FEESO members of the impact resulting from the delay in grid movement experienced from 2012-13 to 2013-14. The amount for each individual affected member will be equivalent to half of the impact on that member resulting from the delay in grid movement.
- 4) One (1) additional paid day off for teachers during the 2017-18 or 2018-19 school years, subject to the following:
 - a. Requests for a paid day off shall not be denied provided that, if necessary, there are expected to be enough available occasional staff to cover for absent employees, and subject to reasonable system and school requirements.
 - b. It is understood that teachers taking a paid day off shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to preparation of report cards.
 - c. Requests for a paid day off will not normally include the first week of the school year and days needed to support student assessment periods and parent reporting.
- 5) By March 10, 2017, the Crown agrees to make best efforts to provide the data necessary to allow OSSTF/FEESO to determine the amounts for distribution to individual eligible OSSTF/FEESO members for the above-mentioned terms of this settlement agreement as set out above in numbered paragraph 2. The Crown will provide the following data on a School Board by School Board basis: the number of members that had non-vested sick leave credit gratuities, or service gratuities for which they received a wind-up payout; and the number of members that had vested sick leave credit gratuities, which were to be paid out upon retirement.
- 6) Upon presentation of a Bill of Costs from the OSSTF/FEESO Applicants, the Crown shall reimburse the OSSTF/FEESO Applicants their legal costs incurred up to the Court's decision on liability of April 20, 2016, such legal costs being solely related to the proceedings before the Ontario Superior Court of Justice in the within Application. The amount of reimbursement shall be on the partial indemnity scale, as agreed, or failing agreement, as assessed by a Court Assessment Officer.
- 7) The OSSTF/FEESO Applicants agree to instruct their counsel to execute a consent to an Order substantially in the form set out in Appendix A dismissing the within Application with prejudice and without costs. The OSSTF/FEESO Applicants further agree that they will not participate as a party or intervener in any remaining *Charter* applications that challenge the PSFA or any other issues arising in the within Application and consolidated in Court File Number CV-12-465269 titled *Ontario Public Service Employees Union et al v. The Crown in Right of Ontario* or in any

other proceeding that may be brought in connection with the same subject matter as that of the consolidated Applications.

The undersigned declare that they have read these Minutes of Settlement and fully understand the terms of this settlement and that they have received, or had the opportunity to receive, legal advice from their respective solicitors with respect to these Minutes of Settlement.

A waiver of any default, breach or non-compliance under these Minutes of Settlement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by any other party. The waiver by a party of any default, breach or non-compliance under these Minutes of Settlement shall not operate as a waiver of such party's rights under these Minutes of Settlement in respect of any continuing or subsequent default, breach or non-observance.

These Minutes of Settlement shall be binding upon and shall enure to the benefit of the respective successors, heirs, assigns, officers, directors and employees, and agents and solicitors (as those terms may apply) of the parties.

Should there be any breach of any term of these Minutes of Settlement, the parties shall be entitled to all legal and equitable remedies available at law.

The parties are permitted to enter into these Minutes of Settlement in counterparts. Executed copies of these Minutes of Settlement may be transmitted via facsimile, email or courier.

Notwithstanding any other rights with respect to the enforcement of the terms of these Minutes of Settlement that the parties may have, the parties hereto irrevocably acknowledge and consent to the jurisdiction of the Ontario Superior Court of Justice to resolve any dispute arising in relation to these Minutes of Settlement. The Minutes of Settlement shall be governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada as applicable therein.

The parties agree that these Minutes of Settlement reflect the entire agreement among the parties with respect to the settlement of the Application. Any prior communications with respect to the settlement of the Application, be they written or oral, are of no effect and are superseded by these Minutes of Settlement.

The OSSTF/FEESO hereby represents and warrants that, subject to such ratification procedure it adopts, it has the authority to bind all its members in respect of the subject matter of this settlement.

For greater certainty the Respondent makes no representation and assumes no responsibility or liability with respect to the appropriate tax treatment of any payments made to any person under this settlement.

Signed on this 23rd day of February, 2017.

FOR THE RESPONDENT, HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by THE
MINISTER OF EDUCATION, THE MINISTER OF FINANCE and THE ATTORNEY GENERAL OF ONTARIO:



Andrew Davis

ADM (A), Education Labour Relations Division

FOR THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION/ FÉDÉRATION DES ENSEIGNANTES-
ENSEIGNANTS DES ÉCOLES SECONDAIRES DE L'ONTARIO

Per:

SHERRY LYNN ROSNER:



Appendix A

Court File No.: CV-12-465278

BETWEEN:

THE HONOURABLE

)
)
)

, THE ____ DAY
OF February, 2017

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, and SHERRY LYNN ROSNER on their own
behalf and on behalf of the members of the Ontario Secondary School Teachers' Federation**

Applicants

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by THE MINISTER OF EDUCATION,
THE MINISTER OF FINANCE and THE ATTORNEY GENERAL OF ONTARIO**

Respondent

- and -

ONTARIO PUBLIC SCHOOLS BOARDS' ASSOCIATION

Intervenor

ORDER

THIS APPLICATION was heard on the issue of liability on December 14, 16, 17, 18, 21 and 22, 2015, in the presence of all counsel, judgment having been reserved to April 20, 2016, and a hearing on the relief sought in the Application having been deferred on consent pending settlement discussions between the parties.

ON BEING ADVISED by counsel of the settlement of all remedial issues and costs,

THIS COURT ORDERS that the Application is dismissed with prejudice and without costs.

LETTER OF COMMITMENT
BY THE
THE CROWN IN RIGHT OF ONTARIO (THE "CROWN")
RE: FDK CLASS SIZE CHANGES

The Crown undertakes to recommend to the Lieutenant Governor-in-Council the regulatory changes to Kindergarten described below. The Crown further commits to recommend that the changes below would apply to school boards where OSSTF represents designated early childhood educators.

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.

Dated this 9th day of March, 2017

ANDREW DAVIS
ASSISTANT DEPUTY MINISTER (A), EDUCATION LABOUR RELATIONS

