EXTENSION AGREEMENT ("Extension")

BETWEEN

Ontario Secondary School Teacher's Federation ("Union" or "OSSTF")

AND

CES North America ("CES" or "School")

In respect of the bargaining unit and representing language teachers in Toronto.

WHEREAS CES and the OSSTF are party to a Collective Agreement that expired on December 31, 2020.

The parties 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, with the effective date of January 1, 2021 to December 31, 2022.

AND WHERAS the parties now wish to extend their Collective Agreement until December 31, 2022 without amendment, except as noted herein:

1. New Schedule

- (a) Effective January 1, 2022, the School shall implement a new schedule set out in Appendix 1 attached.
- (b) This implementation of the new schedule may result in teachers having fewer contact hours with students. Notwithstanding this change, teachers who, as of March 1, 2020, as identified in Appendix 2 attached, will not suffer a loss of pay as a result of the implementation of this new schedule.
- (c) Notwithstanding the foregoing, at the end of each month, a tally will be taken as to the differential between the number of contact hours that the teacher referenced in Appendix 2 would have worked under the former schedule, minus the hours in the following month worked under the new schedule. The total of hours will create a monthly bank that the school may apply to having teachers work other duties within what would have been the teachers' normal working hours, or otherwise agreed to by the teacher, for no additional pay. Additional duties may include, but are not limited to, curriculum development, marking, and, on agreement with the Director of Studies, enhanced preparation time. For clarity, the hours accumulated in one month will be applied to the next month and so on. Hours will not be banked beyond the one-month window referred to above. For further clarity, if teachers are not assigned work by the School within a given month, the teacher will have no further obligation to work those bank hours, in subsequent months.
- (d) The School will be sensitive to the consideration of any external work commitments that a teacher may have when assigning such additional duties.

2. Signing Bonus

Employees listed in Appendix 3 shall, on or before July 8, 2022 receive a signing bonus of \$300.00.

3. Statutory Holidays

Notwithstanding Article 10.06.01.01, September 30th will be recognized as a paid holiday upon proclamation as a statutory holiday by the Province of Ontario.

4. Substitute Teachers

- (a) The parties agree that the issue of substitute teaching has been a source of concern for some time. Accordingly, the Labour-Management committee will establish a sub-committee to look at all aspects of substitute teaching in the School. The committee shall meet every three (3) months.
- (b) In any event, notwithstanding any provision of the Collective Agreement to the contrary, the School will now assume responsibility for finding substitute teacher replacements. While the School will still make use of the substitute teacher roster, a survey will be sent out to all teachers on that list to ensure that they are still willing and able to serve as substitute teachers. Teachers who indicate that they are unable and/or unwilling to serve shall be removed from the list.
 During the currency of this Agreement, substitute teachers will not be removed from the list for failing to accept a substitute teacher call.
- (c) Notwithstanding the foregoing, the School will attempt to utilize full or part-time teachers not yet recalled to work as substitute teachers ahead of teachers on the substitute teacher roster.
- (d) All other provisions of Article 13 shall be otherwise applied unless expressly modified above.

5. Vacation Pay Banking

As a result of layoffs due to COVID-19, teachers have a reduced amount of vacation pay that has been accrued to them. In recognition of this fact, teachers may be allowed to accrue vacation pay up to December 31, 2023, so as to enable teachers to take extended vacations with pay at times of their choosing. Notwithstanding the foregoing, a teacher shall be granted vacation time, as per Article 10.0.02.03, without pay or with limited pay, upon the request of the teacher.

6. Professional Development Fund

Starting in 2022, and continuing thereafter, the School will provide the Union with both its professional development fund as well as transparent insight as to where professional development monies have been spent in that year and prospective years.

7. Restrictions on Working for Competitors

The Employer agrees that it shall not restrict a teacher's ability to work elsewhere, including for a competitor.

8. Miscellaneous Changes

Article 20.04.01(c) shall be modified to read: "The teacher may continue to participate in the benefit plans with the teacher paying one hundred (100%) percent of the premium for a maximum of six (6) months."

9. Miscellaneous Revisions

It is expressly understood that by virtue of this Extension, there will be a number of provisions of the Collective Agreement that will require modified interpretation. For clarity, in the event that a provision of the Collective Agreement conflicts with a provision of this Extension, the terms of the Extension shall dictate and govern any interpretation for the duration of the Extension only. It is understood that other than for vacation coverage and substitute teaching assignments, no teacher shall be offered assignment of less than 4 weeks duration unless the teacher is otherwise in agreement.

10. Term

The term of the Collective Agreement shall now be from January 1, 2021 to December 31, 2022.

Unless amended by this Extension Agreement or unless expressly provided otherwise, the terms and conditions of the Collective Agreement between the Union and the Employer shall continue in effect until December 31, 2020, subject to any applicable statutory freeze period.

All of which is agreed at Toronto on this day 4th of March 2022.

Ontario Secondary School Teacher's Federation
[Name]
[Position]
Centre for English Studies
[Name]
[Position]

Appendix 1 (Course Schedule 2022):

Class Schedule					
	Monday to Friday				
Communicative Grammar	09:00 am	10:30 am			20 lessons
Break	10:30 am	10:45 am			per week
Functional Dialogue	10:45 am	12:15 pm			
Lunch	12:15 pm	1:00 pm		25 lessons	
		-		per week	
	Monday to Thursday				
Elective 1	1:00 pm	2:00 pm	30 lessons		
Break	2:00 pm	2:15 pm	per week		•
Elective 2	2:15 pm	3:15 pm			

Appendix 2 (Scheduling Employees as of March 1, 2020):

Abdel Malak Sally Armstrong lan Tom Barnes Belen Frances Berce **Taylor** Bilotta Sabrina Irvna Buchkivska Camperos Lorrayne Caplan Elyse Anila Chinnappa

De Freitas Helen-Ann DeKock Bianca (TAP) Diaz Paul (TAP) Elias Colette Fast **Byron** Fiorino Natasha Galetin **Krystina** Gallo Francesca

Goodard Keith
Hao Shawn
Herbert Jason
Iraheta Amanda
Jami Abeera (TAP)

Jami Abeera (TAP) Khanna Avreen (TAP)

Kumagai Gerry
Lewis Aquisha
Liu Chantal
Masney Mary Ann
Mason Sara

Matera Lauren (TAP)
Oliveri Fabrizio (TAP)
Panampunna Sarah (TAP)

Papadapoulos Gus Papatheodorou Nikki Patel Ami Purcell Craig Randazzo Margaret Rattlade Melissa (TAP) Reid Daniella Riazi Mahta (TAP)

Sabucco Vanessa Sallenave John

Singh Nikita (TAP)
Small Sharon (EVE)
Stirling Vanessa

Stopyra Krystian
Strange Lori-Ann
Surtees Deborah
Sutherland Toni
Toolsie Kristin

Tyson Brianne (TAP)

Waite Sonya Wall Clare Wilson John

For clarity, the provisions of this Appendix are only applicable to teachers who return to active teaching on or before August 31, 2022.

Appendix 3: Signing Bonus

Armstrong lan Barnes Tom Belen Frances Berce **Taylor** Buchkivska Iryna Diaz Paul Elias Colette Fast **Byron** Herbert Jason Kumagai Gerry Papadapoulos Gus Papatheodorou Nikki Purcell Craig Sallenave John Randazzo Margaret Small Sharon Stirling Vanessa Stopyra Krystian Strange Lori-Ann Surtees Deborah Sutherland Toni Toolsie Kristin Wall Clare Wilson John

For clarity, the provisions of this Appendix are only applicable to teachers who return to active teaching on or before July 8, 2022.