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CUPE – PART A: CENTRAL TERMS

Collective Agreement

Between Bloorview School Authority

and

Canadian Union of Public Employees and its Local 4400

September 1, 2014 to August 31, 2017

C1.00 – STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

Part “A” may include provisions respecting the implementation of central terms by the school board and the Union. Any such provision shall be binding on the school board and the Union. Should a provision in Part A conflict with a provision in Part B, the provision in Part A, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board or school Authority and the Union.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

Central terms and local terms shall together constitute a single collective agreement for all purposes.

C2.00 – DEFINITIONS

C2.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation, shall prevail.

C2.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP).

CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the School Boards Collective Bargaining Act, 2014 for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

CTA/CAE refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the School Boards Collective Bargaining Act , 2014 for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency. The CTA/CAE is composed of:

1. ACEPO refers to l’Association des conseils scolaires des écoles publiques de l’Ontario as the designated bargaining agency for every French-language public district school board.
2. AFOCSC refers to l’Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.

3. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
4. OPSBA refers to the Ontario Public School Boards' Association as the designated bargaining agency for every English-language public district school board, including isolate boards.

C3.00 – LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

In accordance with Section 41(1) of the School Boards Collective Bargaining Act, 2014 the term of this collective agreement, including central terms and local terms, shall be from September 1, 2014 to August 31, 2017, inclusive.

C3.2 Term of Letters of Agreement/Understanding

All central letters of agreement/understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.3 Amendment of Terms

In accordance with Section 42 of the School Boards Collective Bargaining Act, 2014, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown. It is understood the union will follow its internal approval process.

C3.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry date of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.
- d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 – CENTRAL DISPUTE RESOLUTION PROCESS

The following process pertains exclusively to disputes and grievances on central matters that have been referred to the central process. In accordance with the School Board Collective Bargaining Act, 2014 central matters may also be grieved locally, in which case local grievance processes will apply. In the event that central language is being grieved locally, the local parties shall provide the grievance to their respective central agents.

C4.1 Statement of Purpose

- a) The purposes of the Central Dispute Resolution Process (CDRP) shall include the expeditious processing and resolution of disputes through consultation, discussion, mediation or arbitration, and the avoidance thereby of multiplicity of proceedings.

C4.2 Parties to the Process

- a) There shall be established a Central Dispute Resolution Committee (“The Committee”), which shall be composed of equal representation of up to four (4) representatives each of the employer bargaining agency and employee bargaining agency (“the central parties”), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.
- b) The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.
- c) A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d) For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

C4.3 Meetings of the Committee

- a) The Committee shall meet at the request of one of the central parties.

C4.4 Selection of Representatives

- a) Each central party and the Crown shall select its own representatives to the Committee.

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

- a) **Dispute Resolution**
A review of any dispute referred to the Committee respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement, for the purposes of determining whether the dispute might be settled, withdrawn, referred to mediation/arbitration as a formal grievance, or referred to the local grievance procedure in accordance with this section.
- b) **Not Adjudicative**
It is clearly understood that the Committee is not adjudicative in nature. Unless otherwise agreed to by the parties, decisions of the committee are without prejudice or precedent.

C4.6 Role of the Central Parties and Crown

- a) The central parties shall each have the following rights:
 - i. To file a dispute with the Committee.
 - ii. To file a dispute as a grievance with the Committee.
 - iii. To engage in settlement discussions, and to mutually settle a dispute or grievance.
 - iv. To withdraw a dispute or grievance it filed.
 - v. To mutually agree to refer a dispute or grievance to the local grievance procedure.
 - vi. To refer a grievance it filed to final and binding arbitration.
 - vii. To mutually agree to voluntary mediation.

- b) The Crown shall have the following rights:
 - i. To give or withhold approval to the employer bargaining agency, to any proposed settlement.
 - ii. To participate in any matter referred to arbitration.
 - iii. To participate in voluntary mediation.

C4.7 Referral of Disputes

- a) Either central party must refer a dispute to the Committee for discussion and review

C4.8 Carriage Rights

- a) The parties to settlement discussions shall be the central parties. The Crown may participate in settlement discussions.

C4.9 Responsibility to Communicate

- a) It shall be the responsibility of a central party to refer a dispute to the Committee, or to arbitration, in a timely manner.

- b) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the CDRP, including mediation and arbitration, and to direct them accordingly.

C4.10 Language of Proceedings

- a) Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.

- b) Where such a dispute is filed:
 - i. The decision of the committee shall be available in both French and English.
 - ii. Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.

- c) Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

C4.11 Definition of Dispute

- a) A dispute can include:
 - i. A matter in dispute between the central parties respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms

in the agreement.

C4.12 Notice of Disputes

Notice of the dispute will be submitted on the form provided in Appendix A and sent to the responding party, in order to provide an opportunity to respond. The Crown shall be provided with a copy.

- a) Notice of the dispute shall include the following:
 - i. Any central provision of the collective agreement alleged to have been violated.
 - ii. The provision of any statute, regulation, policy, guideline, or directive at issue.
 - iii. A comprehensive statement of any relevant facts.
 - iv. The remedy requested.

C4.13 Referral to the Committee

- a) A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.
- b) The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days.
- c) If the dispute is not settled, withdrawn, or referred back to the local grievance procedure within twenty (20) working days of the Committee meeting, the central party submitting the dispute may file the dispute as a grievance, and refer it to arbitration/mediation within ten (10) working days.

C4.14 Timelines

- a) Timelines may be extended by mutual consent of the parties.
- b) Working days shall be defined as Monday through Friday excluding statutory holidays.
- c) Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d) Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.

- b) Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in the Memorandum of Settlement between CUPE/SCFP and the CTA/CAE dated November 1, 2015. Arbitrators on the list will be used in rotation, based on availability, for the 2014-2017 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 – BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust set out in the appended Letter of Understanding subject to 4.2.1(c). The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C5.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Understanding.

C5.2 Cost Sharing

- a) The total funding in C5.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C5.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C6.00 – SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

Definitions:

The definitions below shall be exclusively used for this article.

“Full year” refers to the ordinary period of employment for the position.

“Permanent Employees” – means all employees who are not casual employees, or employees working in a long-term supply assignment, as defined below.

“Long Term Supply Assignment” means, in relation to an employee,

- i. a long term supply assignment within the meaning of the local collective agreement, or
- ii. where no such definition exists, a long term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

“Casual Employees” means,

- i. A casual employee within the meaning of the local collective agreement,
- ii. If clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii. If clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work.

Notwithstanding the above, an employee working in a Long Term Supply Assignment shall not be considered a casual employee for purposes of sick leave entitlement under this article while working in the assignment.

“Fiscal Year” means September 1 to August 31.

“Wages” is defined as the amount of money the employee would have otherwise received over a period of absence.

a) Sick Leave Benefit Plan

The Board will provide a Sick Leave Benefit Plan which will provide sick leave days and short term disability coverage to provide protection against loss of income when ill or injured as defined below. An employee, other than a casual employee as defined above, is eligible for benefits under this article.

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only.

Employees receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, are not entitled to benefits under a school board’s sick leave and short term disability plan for the same condition.

b) Sick Leave Days Payable at 100% Wages

Permanent Employees

Subject to paragraphs d), e) and f) below, Employees will be allocated eleven (11) sick days at one hundred percent (100%) of wages on the first day of each fiscal year, or the first day of employment.

Employees on Long Term Supply Assignments

Subject to paragraph d) below, Employees completing a full-year long term supply assignment shall be allocated eleven (11) sick days payable at one hundred percent (100%) of wages at the start of the assignment. An employee completing a long term supply assignment that is less than a full-year will be allocated eleven (11) sick days payable at one hundred percent (100%) reduced to reflect the proportion the long term supply assignment bears to the length of the regular work year for the position.

c) Short-Term Disability Coverage – Days Payable at 90% Wages

Permanent Employees

Subject to paragraphs d), e) and f) below, permanent Employees will be allocated one hundred and twenty (120) short-term disability days at the start of each fiscal year or the first day of employment. Permanent Employees eligible to access short-term disability coverage shall receive payment equivalent to ninety percent (90%) of regular wages.

Employees on Long Term Supply Assignments

Subject to paragraph d) below, Employees completing a full-year long term supply assignment shall be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of wages at the start of the assignment. An employee completing a long term supply assignment that is less than a full-year will

be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of wages reduced to reflect the proportion the long term supply assignment bears to the length of the regular work year for the position.

d) Eligibility and Allocation

A sick leave day/short term disability leave day will be allocated and paid in accordance with current Local practice.

Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

Permanent Employees

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below:

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) days at 100% wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary reduced by any paid sick days already taken in the current fiscal year.

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the allocation outlined above will be provided on the first day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

Employees on Long Term Supply Assignments

Employees completing long term supply assignments may only access sick leave and short term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation may be used in subsequent long term supply assignments, provided these occur within the same fiscal year.

Employees employed in a Long Term Supply Assignment which is less than the ordinary period of employment for the position shall have their sick leave and short term disability allocations pro-rated accordingly.

Where the length of the long term supply assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/short term disability leave to occur. If a change is made to the length of the assignment, an adjustment will be made to the allocation and applied retroactively.

e) Refresh Provision for Permanent Employees

Permanent Employees returning from LTD or workplace insurance leave to resume their regular working hours must complete eleven (11) consecutive working days at their regular working hours to receive a new allocation of sick/short-term disability leave. If the Employee has a recurrence of the same illness or injury, s/he is required to apply to reopen the previous LTD or WSIB claim, as applicable.

The Local union and Local school board agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short Term Leave and Long Term Disability Plans.

In the event the Employee exhausts his/her sick/short-term disability leave allocation from the previous year and continues to work part-time, their salary will be reduced accordingly and a pro-rated sick/short-term allocation for the employee's working portion of the current year will be provided. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours. Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

For the purposes of d) and e) of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school board's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

g) Graduated Return to Work

Where an Employee is not receiving benefits from another source and is working less than his/her regular working hours in the course of a graduated return-to-work as the Employee recovers from an illness or injury, the Employee may use any unused sick/short-term disability allocation remaining, if any, for the portion of the

day where the Employee is unable to work due to illness or injury. A partial sick/short-term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to an employee's regular hours.

Where an employee returns on a graduated return to work from a WSIB/LTD claim, and is working less than his/her regular hours, WSIB and LTD will be used to top up the employee's wages, as approved and if applicable.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;
- and has sick leave days and/or short term disability days remaining from the previous year

The employee can access those remaining days to top up their wages proportional to the hours not worked.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source,
- and is working less than his/her regular hours of work,
- and has no sick leave days and/ or short term disability days remaining from the previous year

The employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. The Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is required to be provided by the Employee for absences of five (5) consecutive working days or longer. The medical confirmation may be required to be provided on a form prescribed by the Board.

Where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Benefit Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the Union and the school board. Compensation will not be denied for the sole reason that the medical

practitioner refuses to provide the required medical information. A school Board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

In cases where the Employee's failure to cooperate is the result of a medical condition, the Board shall consider those extenuating circumstances in arriving at a decision.

i) Notification of Sick Leave Days

The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of salary.

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

- i. When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.

Contributions for OTPP Plan Members:

- ii. When an employee/plan member is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.
- iii. If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

Employees accessing short term disability leave will have access to any unused sick leave days from their last fiscal year worked for the purpose of topping up wages to one hundred percent (100%) under the short term disability leave.

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked.

Each top-up from 90% to 100% requires the corresponding fraction of a day

available for top-up.

In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days/Miscellaneous Personal Leave Days in the current year. These days can be used to top-up salary under the short term disability leave.

When employees use any part of a short term disability leave day they may access their top up bank to top up their salary to 100%.

I) Sick Leave to Establish EI Maternity Benefits

If the Employee will be able to establish a new EI Maternity Benefit claim in the six weeks immediately following the birth of her child through access to sick leave at 100% of her regular salary, she shall be eligible for up to six weeks leave at 100% of her regular salary without deduction from the sick days or short term disability leave days (remainder of six weeks topped-up as SEB).

C7.00 – CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

The Council of Trustees' Associations (CTA) and the Canadian Union of Public Employees (CUPE) agree to establish a joint Central Labour Relations Committee (Committee) to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C7.2 Membership

The Committee shall include four (4) representatives from CUPE/SCFP and four (4) representatives from the CTA. The parties may mutually agree to invite the Crown and/or other persons to attend meetings in order to provide support and resources as required.

C7.3 Co-Chair Selection

CUPE/SCFP and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's agendas, work and meetings.

C7.4 Meetings

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee shall meet on agreed upon dates three (3) times in each school year, or more often as mutually agreed.

C7.5 Agenda and Minutes

Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.

The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

The parties to the Committee agree that any discussion at the Committee will be on a without-prejudice and without-precedent basis, unless agreed otherwise.

C7.7 Cost of Labour Relations Meetings

The parties agree that efforts will be made to minimize costs related to the committee.

C8.00 – CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

CUPE/SCFP appointees to Provincial Committees will not have their participation charged against local collective agreement union release time or days.

C9.00 – ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an employee is required through clear direction by the board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work and compensation, including any relevant overtime/lieu time provisions, shall apply.

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

C10.00 – CASUAL SENIORITY EMPLOYEE LIST

On or before September 1, 2016, School Boards shall establish a seniority list for casual/temporary employees, where a list does not currently exist. This will be a separate list from permanent employees and shall have as its sole purpose to track length of service with the Board. Further, the list shall have no other force or effect on local collective agreements other than those that may already exist for casual/temporary employees in the 2008-12 local collective agreement.

C11.00 – UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

At all central bargaining meetings with the Employer representatives the Union will be represented by the OSBCC negotiations committee.

The union will be consulted prior to the tendering process for the broader central bargaining location. The tendering process shall be conducted in accordance with the OPS Procurement Directive.

C12.00 – STATUTORY LEAVES OF ABSENCE/SEB

C12.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care leaves granted to an employee under this Article shall be in accordance with the provisions of the Employment Standards Act, as amended.
- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

C13.00 – VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

C13.1

- a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix B shall have the option of receiving a payout of his/her gratuity on the employee's first pay date in the 2016/2017 school year, or on the employee's normal retirement date.
- b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix B. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016. The average retirement age shall be based on the 2015 OMERS NRA65 data for all CUPE members in district school boards.
- d) If an Employee is older than the average age noted in c) above as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.
- e) Where the employee opts for an early payout of the retirement gratuity, an employee may request the retirement gratuity, or a portion thereof, be transferred to an RRSP or OMERS AVC (Additional Voluntary Contribution) account. The employer will transfer the retirement gratuity, or portion thereof, to an RRSP or OMERS AVC account based on appropriate documentation and forms, completed by the employee, from their financial institution. The payout, whether transferred as described above or paid directly to the employee, is subject to withholdings in accordance with CRA requirements.

C14.00 – SPECIALIZED JOB CLASSES

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.

APPENDIX A

CUPE/COUNCIL OF TRUSTEES' ASSOCIATIONS NOTICE OF CENTRAL DISPUTE

Name of Board where Dispute Originated:	
CUPE Local & Bargaining Unit Description:	
Policy <input type="checkbox"/> Group <input type="checkbox"/> Individual <input type="checkbox"/> Grievor's Name (if applicable):	
Date Notice Provided to Local School Board/CUPE Local:	
Central Provision Violated:	
Statute/Regulation/Policy/Guideline/Directive at issue (if any):	
Comprehensive Statement of Facts (attach additional pages if necessary):	
Remedy Requested:	
Date:	Signature:

Committee Discussion Date:	
Withdrawn <input type="checkbox"/> Resolved <input type="checkbox"/> Referred to Arbitration <input type="checkbox"/>	
Date:	Co-Chair Signatures:
This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 30 working days after becoming aware of the dispute.	

APPENDIX B

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- 1) An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- 2) If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
 - i. the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
 - ii. the Employee's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out upon death consistent with the rate in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and except where there are grievances pending, the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Hamilton-Wentworth District School Board
 - iii. Huron Perth Catholic District School Board
 - iv. Peterborough Victoria Northumberland and Clarington Catholic District School Board
 - v. Hamilton-Wentworth Catholic District School Board
 - vi. Waterloo Catholic District School Board
 - vii. Limestone District School Board
 - viii. Conseil scolaire de district catholique Centre-Sud
 - ix. Conseil scolaire Viamonde

Other Retirement Gratuities

An employee is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

LETTER OF UNDERSTANDING #1

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

Re: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

Issues:

Paid Vacations and Holidays (including statutory holidays)

Work week

Work year (excluding local arrangements related to summer scheduling)

Hours of Work

Preparation Time

Staffing levels (including staffing levels related to permits and leases and replacement staffing)

Job Security as it Relates to Technological Change

Allowances

LETTER OF UNDERSTANDING #2

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

Re: Status Quo Central Items Requiring Amendment and Incorporation

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. The following language must, however, be aligned with current local provisions in order to reflect the provisions of CUPE's 2012-2013 MOUs. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

The following pregnancy/parental/SEB language provides a change from an entitlement of six (6) weeks to an entitlement of eight (8) weeks.

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive 100% salary through a Supplemental Employment Benefit (SEB) plan for a total of eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements to provide acceptable medical verification.
- e) Employees completing a long term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

SHORT TERM PAID LEAVES

The parties agree that the issue of short term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

Provisions with regard to short term paid leaves shall not subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

WSIB TOP-UP

If a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

RETIREMENT GRATUITIES

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix B - Retirement Gratuities.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. The following language applies only to those employees eligible for the gratuity above.”

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

Boards which have Long Term Disability waiting periods greater than 131 days shall ensure there is language that accords with the following entitlement:

An Employee who has applied for long-term disability is eligible for additional short term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the employee to the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the employee was required to wait more than 131 days before being eligible for benefits under a long-term disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

LETTER OF UNDERSTANDING #3

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

Re: Job Security: Protected Complement

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a. A catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or
 - d. School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.

4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).

5. The above language does not allow trade-offs between the classifications outlined below:
 - a. Educational Assistants
 - b. DECEs
 - c. Secretaries
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades

6. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.

7. This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #4

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

Re: Professional Development

The parties acknowledge the important skills and expertise that education workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

Where the Ministry provides funds to local school boards specifically to provide professional development to employees represented by CUPE, local school boards shall consult with local CUPE representatives prior to finalizing and delivering the funded professional development.

LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

**The Canadian Union of Public Employees
(hereinafter called 'CUPE')**

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced.

For employees who work a 10-month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
- 2) two (2) Professional Activity days in the 2016-2017 school year;
- 3) 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 and 2016-2017 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. 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 Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #6

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

AND

The Crown

Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference

PREAMBLE:

The parties recognize the importance of embracing diversity and moving beyond tolerance and celebration to inclusivity and respect in our workplaces. Organizations are strengthened when employers can draw upon a broad range of talents, skills, and perspectives. The parties further recognize that a diverse and inclusive workforce may contribute to student success.

I. MANDATE OF THE COMMITTEE

The mandate of the Education Worker Diverse and Inclusive Workforce Committee is to jointly explore and identify best practices that support diversity, equity, inclusion and to foster diverse and inclusive workforces reflective of Ontario's diverse communities.

II. DELIVERABLES

The Education Worker Diverse and Inclusive Workforce Committee (Committee) will produce a summary document that will identify and promote best practices that support diversity, equity, and inclusion.

The summary document, once endorsed by the Canadian Union of Public Employees (CUPE) and the Council of Trustees' Associations (CTA), will be translated into the French language and distributed to all school boards where there are CUPE-represented members employed and to all corresponding CUPE/SCFP locals no later than October 31, 2016.

III. SCOPE

The Committee will explore and identify best practices that promote the continued development of positive, respectful work environments committed to equity, inclusion and diversity.

All best practices identified in the summary document should be based on evidence of positive results/impact.

The committee's scope will include identifying best practices related to recruitment, promotion and retention of a diverse workforce. As part of their work the committee will consider relevant resources applicable to the education sector, such as PPM 119 of April 2013, and the recommendations of the Ontario First Nation, Métis, Inuit Education Policy Framework, 2007.

The committee's scope will not include employment equity and/or pay equity.

IV. MEMBERSHIP

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

V. CO-CHAIR SELECTION

CUPE/SCFP and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's work and meetings.

VI. MEETINGS

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee will meet three (3) times during its term, or more if mutually agreed. The term of the Committee shall end on or before October 31, 2016 unless mutually agreed to by the Parties to extend.

VII. OTHER

The parties agree that if there is a dispute between the parties regarding whether or not the committee has been properly established within the required timeframes, this dispute may be grieved through the central grievance process, and that this is the only dispute related to the committee and the work it is undertaking that could be the subject of a grievance.

LETTER OF UNDERSTANDING #7

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

Re: Long Term Disability (LTD) Plan Working Group

The parties acknowledge that increases in premiums for LTD plans are a significant issue.

The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.

A joint central committee of board staff and CUPE members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.

LETTER OF UNDERSTANDING #8

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

Re: Sick Leave

The parties agree that any existing collective agreement provisions with respect to the items listed below, that do not conflict with the clauses in the Sick Leave article in the Central Agreement, shall remain status quo for the term of this collective agreement:

1. Responsibility for payment for medical documents.
2. Sick leave deduction for absences of partial days.

The parties further agree that any graduated return to work plans that are approved no later than 30 days after the ratification of local collective agreement terms shall not be negatively impacted by the provisions of Article C6.1 g) for the fiscal year in which they were approved.

LETTER OF UNDERSTANDING #9

BETWEEN

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

AND

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

AND

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

AND

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

AND

**The Canadian Union of Public Employees / Syndicat canadien de la fonction publique
(hereinafter called 'CUPE')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Understanding, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the Income Tax Act (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than February 1, 2017 and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Trustees, as defined in 2.1.0, shall consult with other Trusts and Boards to move all employee groups into the Trust(s) at the same time, subject to the Trust being ready to accept the employee group(s).

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of understanding will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 CUPE employee representatives and 4 employer representatives, including the Crown. The Board of Trustees will include among its members 2 independent experts, 1 appointed by the employer representatives and 1 appointed by the employee representatives. CUPE will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Be retained from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the union, the Boards, the CTA and the Crown;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or accounting; or in lieu of such affiliation hold the Certified Employee Benefit Specialist (CEBS) designation; and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 CUPE shall determine the initial term and subsequent succession plan for their Trustees. The CTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period. The term of a Trustee shall be limited to a maximum of 9 years.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.
- 3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on September 1, 2016.
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Board’s surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services

Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.

- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education.Total Cost excludes retiree costs.

The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period

- consistent with this clause.
- ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
- i) In order that each party be satisfied that the terms of this LoA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LoA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LoA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LoA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f. An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.
- g. With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h. The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by

- legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i. The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
 - j. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
 - k. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE Central.
 - l. As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
 - m. The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
 - n. The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
 - o. Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.
 - p. Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board's participation date.

5.0.0 SHARED SERVICES

- 5.1.0 CUPE agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis recognizing the value of benefits to the members.
- 5.1.1 Shared administrative services will be provided as determined by the Transition Committee for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date but shall be no later than August 31, 2021.
- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for

all Trusts to ensure the most efficient and cost effective service.

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
- a. The trustees' selection of the Trust auditors and the Trust actuaries;
 - b. The annual reports of the Auditors and actuaries;
 - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
 - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - g. Establishing member contribution or premium requirements, and member deductibles if any;
 - h. Identifying efficiencies that can be achieved;
 - i. The design and amendment of the Funding policy;
 - j. The investment Policy and changes to the Investment Policy; and
 - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share if any.
- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility;
 - f. Cessation of benefits, other than life insurance benefits; and
 - g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide "trustee liability insurance" for all Trustees.

7.0.0 ACCOUNTABILITY

- 7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements and an actuarial evaluation report will be obtained for the Trust on an annual

basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

- 7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three year period.

If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

- 7.3.0 Copies of the audited financial statements and the actuarial evaluation report requested in section 7.1.0 will be shared with CUPE, OPSBA, OCSTA, ACEPO, AFOCSC and the Ministry of Education.

8.0.0 TRANSITION COMMITTEE

- 8.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established by January 31, 2016 to address all matters that may arise in the creation of the Trust.

9.0.0 PAYMENTS

- 9.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Understanding.

10.0.0 ENROLMENT

- 10.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.
- 10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 11.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 11.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 11.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 11.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust a Board office during regular business hours upon 30 days written notice.

12.0.0 CLAIMS SUPPORT

- 12.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life

waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

12.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

13.0.0 PRIVACY

13.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

Appendix A – HRIS File

Each Board may choose to provide to the Trustees of the Education Sector ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the Education Sector ELHT and the employer representatives:

- a. complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history as required by the Trustees;
- d. list of approved pre-authorizations and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision;
and
- h. member life benefit coverage information.

LETTER OF UNDERSTANDING #10

BETWEEN

**The Council of Trustees' Associations
(hereinafter the "CTA/CAE")**

AND

**The Canadian Union of Public Employees
(hereinafter "CUPE")**

RE: List of Arbitrators

The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2014 – August 31, 2017, as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:
Christopher Albertyn
John Stout
Paula Knopf
Mort Mitchnick
Brian Sheehan

French Language:
Michelle Flaherty
Brian Keller
Kathleen O'Neil
Michel Picher
Bram Herlich

LETTER OF UNDERSTANDING #11

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

Re: Central Labour Relations Committee

The parties agree that the Central Labour Relations Committee will discuss the following topics:

- Provision of information relating to bargaining unit members, including scope, manner of disclosure and timing, in order to assist the parties in preparation for the next round of central bargaining
- Medical Intervention Training
- Staffing for Supervision
- Violence Prevention Training
- Concerns, if any, regarding systemic issues relating to allocation or application of sick leave/short term disability leave
- Any other issues raised by the parties

LETTER OF UNDERSTANDING #12

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

AND

The Crown

Re: Early Childhood Educators Work Group (FDK)

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of equal numbers of CTA/Crown and CUPE representatives shall convene to consider and make recommendations concerning Early Childhood Educators including, but not limited to the following:

- Hours of work
- Preparation time
- FDK class size
- Students with special needs
- Staffing levels
- Professional collaboration and development
- the feasibility of establishing Itinerant Lead positions within the bargaining unit.

The work group shall make joint recommendations to the parties no later than June 30, 2016.

LETTER OF UNDERSTANDING #13

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

AND

The Crown

Re: Ministry Initiatives

The parties acknowledge the ongoing implementation of the children's Mental Health Strategy, the Special Needs Strategy, and other initiatives within the province of Ontario.

The parties further acknowledge the importance of initiatives being implemented within the provincial schools system including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

It is agreed and affirmed that the purpose of the initiatives is to enhance existing mental health and at risk supports to school boards in partnership with existing professional student services support staff and other school personnel. It is not the intention that these enhanced initiatives displace CUPE workers, nor diminish their hours of work.

LETTER OF UNDERSTANDING #14

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

AND

The Crown

Re: Provincial Health and Safety Working Group

The parties reconfirm their intent to participate in the Provincial Health and Safety Working Group. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for CUPE members;
- Caring and Safe Schools as it relates to CUPE members;
- Health and safety considerations in high risk areas of the school; and
- Any other health and safety matters raised by either party.

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015.

CUPE will be entitled to equal representation on the Provincial Health and Safety Working group.

Where best practices are identified by the committee, those practices will be shared with school boards.

LETTER OF UNDERSTANDING #15

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

AND

The Crown

RE: Violence Prevention Training

CUPE will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.

The Central Labour Relations Committee will consider the following points in developing the training module program including:

- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation; and
- Controlling and defusing aggressive situations.
- Employee reporting obligations

The training program will be made available to boards and CUPE no later than November 30, 2016.

Local boards will consult with local unions regarding the implementation of the training program.

LETTER OF UNDERSTANDING #16

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for CUPE 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. CUPE members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

MEMORANDUM OF SETTLEMENT

MEMORANDUM OF SETTLEMENT

This Memorandum of Settlement is made this 14th day of August, 1974, between

BETWEEN:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter "CUPE")

AND

THE CANADIAN LIFE TRUSTEES ASSOCIATIONS
(hereinafter the "CTA/CAT")

AND AGREED TO BY:

THE UNION

The CTA/CAT and the CUPE agree that this Memorandum of Settlement is made between the CTA/CAT and the CUPE. The parties to this Memorandum of Settlement are the representatives of the CTA/CAT and the representatives of the CUPE. The terms of settlement are set forth in the attached schedule and shall apply to their respective parties.

This Memorandum of Settlement is made in full and final settlement of all claims and demands of the CUPE against the CTA/CAT.

The CTA/CAT agrees to pay to the CUPE the sum of \$1,000,000.00 (one million dollars) in full and final settlement of all claims and demands of the CUPE against the CTA/CAT. The CTA/CAT also agrees to pay to the CUPE the sum of \$500,000.00 (five hundred thousand dollars) in full and final settlement of all claims and demands of the CUPE against the CTA/CAT.

The CTA/CAT also agrees to pay to the CUPE the sum of \$250,000.00 (two hundred fifty thousand dollars) in full and final settlement of all claims and demands of the CUPE against the CTA/CAT.

5. The parties agree that this Memorandum of Settlement shall be in full and final settlement of all claims and demands of the CUPE against the CTA/CAT.

The effective interest rate shall be determined as the rate that equates the present value of the cash flows to be received from the asset with the fair value of the asset at the time of measurement.

The fair value of the asset shall be determined as the price that would be received from the sale of the asset in an orderly transaction between market participants at the measurement date.

For the purpose of this standard, an orderly transaction is a transaction that is: (a) arm's length; (b) knowledgeable; (c) willing; and (d) able to transact.

The fair value of the asset shall be determined as the price that would be received from the sale of the asset in an orderly transaction between market participants at the measurement date.

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- The fair value of the asset shall be determined as the price that would be received from the sale of the asset in an orderly transaction between market participants at the measurement date.
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- The fair value of the asset shall be determined as the price that would be received from the sale of the asset in an orderly transaction between market participants at the measurement date.

ORSA 2014 10 December

January 1, 2015.

- 0.5% adjustment to the salary schedule and wage schedules applicable to positions of responsibility allowances.

12. Method of payment for September 1, 2015 (Lump sum equivalent)

- 19% of normal wages earned in the 2014-15 school year as a lump sum payment to all employees (including those on the casual list) of this District who are actively employed or on approved paid leave, paid sick leave or statutory leave as at December 4, 2015.
- Employees on statutory leave for any part of 2014-15 will not be adversely affected. The lump sum equivalent to 19% of annualized 2014-2015 wages/earnings will be calculated as if they earned their normal salary/earnings for the period of the entire statutory leave.
- Employees on an approved deferred salary plan until 2015-2016 as at December 4, 2015, (i.e. 4 over 5) will nevertheless receive a lump sum payment to 19% of their 2014-2015 wages/earnings at their normal salary/earnings for that period of the entire year.
- Newly hired employees of this District who started after September 1, 2015 and who are actively employed or on an approved paid leave, paid sick leave or statutory leave as at December 4, 2015, will be paid 19% annualized 2015-2016 wages/earnings.
- Amounts available by February 15, 2016 or 30 days after local notification whichever is later.
- Non-eligible employees who started after September 1, 2015 and who received a lump sum as part of another bargaining unit of the same employer are not eligible to receive a lump sum under the provisions above.

13. Subject to the prior approval of Employment and Social Development Canada (ESDC) where allowable, the Statutory Leave/SEB plans as attached in the Appendix shall be established and implemented within sixty (60) days of the approval by ESDC.

14. The utilization of the casual seniority employee list is not available for local bargaining however the formula for determining casual seniority shall be determined locally by the parties.

15. The parties agree that Inbrow District School Board shall maintain a two week lag to current demand ODA for CUPE employees.

1. SUBJECT TO ERRORS AND OMISSIONS – Revised December 10, 2015

ated at Toronto, this 8 day of December, 2015.

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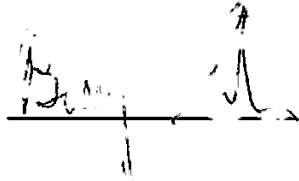
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SUBJECT TO ERRORS AND OMISSIONS – Revised


18, 2015

Page 4 of 5

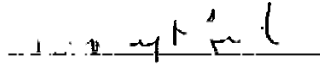
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SUBJECT TO ERRORS AND OMISSIONS – Revised December 8, 2015

Page 5 of 5

CUPE – PART B: LOCAL TERMS

Collective Agreement

Between Bloorview School Authority

and

Canadian Union of Public Employees and its Local 4400

September 1, 2014 to August 31, 2017

COLLECTIVE AGREEMENT

BETWEEN

**BLOORVIEW SCHOOL AUTHORITY
(hereinafter called "the Authority")**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4400
(hereinafter called "the Union")**

PREAMBLE

WHEREAS it is the goal of the Authority to provide within its ability to finance the best possible educational services for its students;

AND WHEREAS the Authority and the Union are committed to improve student achievement, reduce gaps in student outcomes and increase confidence in publicly funded education;

AND WHEREAS to achieve that goal it is essential that the Authority and its Educational Assistants, office staff, clerical, secretarial staff, Communicative Disorders Assistants, Noon-Hour Supervisors and Noon-Hour Assistants maintain the harmonious relationship which exists between them;

IT IS THE DESIRE OF THE AUTHORITY AND THE UNION to set forth in this Agreement the rates of pay, benefits, and certain other conditions of employment which govern the employment of Educational Assistants, office staff, clerical, secretarial staff, Communicative Disorders Assistants, Noon-hour Supervisors and Noon-hour Assistants.

ARTICLE A – DEFINITIONS

- A.1 “Agreement” shall mean this Collective Agreement between the Authority and the Union.
- A.2 “Employee” or “Employees” in this Agreement, unless clearly specified as otherwise, means the Employees of the Authority for whom the Union has been certified as bargaining agent.
- A.3 “Employer” or “Authority” means the Bloorview School Authority.
- A.4 “OMERS” means Ontario Municipal Employees Retirement system.
“HOOPP” means the Healthcare of Ontario Pension Plan.
“OTPP” means Ontario Teachers’ Pension Plan.
- A.5 “Parties” shall be the Union and the Authority.
- A.6 “School Day” shall mean a day that is within a school year and is not a school holiday under the regulations.
- A.7 “School Year” shall mean the period prescribed as such, by regulation or approved as such under the regulations.
- A.8 “Spouse” includes a common-law partner of the same or opposite sex.
- A.9 “Union” means the Canadian Union of Public Employees and its Local 4400.
- A.10 “Union Representative” means an Employee designated as such by the Union in accordance with the Agreement.

ARTICLE B – PURPOSE

- B.1 It is the purpose of this Agreement:
 - B.1.1 to establish and maintain mutually satisfactory relations between the Authority and the Union;
 - B.1.2 to set forth the terms and conditions of employment for Employees for whom the Union has been certified as bargaining agent;
 - B.1.3 to provide prompt and equitable disposition of grievances;
 - B.1.4 to encourage efficiency and effectiveness in the Authority’s operations;
 - B.1.5 to promote a co-operative and harmonious relationship between the Authority and the Union.

ARTICLE C – RECOGNITION

- C.1 The Authority recognizes the Union as the sole bargaining agent representing all Educational Assistants, office, clerical, secretarial staff, Communicative Disorders Assistants, Noon-hour Supervisors and Noon-hour Assistants employed by the Authority in the City of Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor and those persons already represented by a trade union.
- C.2 New Employees will be given a copy of the Agreement when they commence their employment.
- C.3 All words in this Agreement in the singular shall, when the context so requires, include the plural and be considered gender neutral.

ARTICLE D – MANAGEMENT RIGHTS

- D.1 The Union recognizes and accepts that all rights of the Authority to manage the affairs of and administer the school of the Authority are reserved to the Authority exclusively, and without limiting in any way this generality, subject to any other express provisions of this Agreement, it is the exclusive function of the Authority to:
 - D.1.1 maintain order, discipline, effectiveness, and efficiency;
 - D.1.2 hire, promote, classify, transfer, rehire, layoff, recall, and discipline, suspend or discharge any Employee with seniority for just cause, provided that a claim by a seniority Employee of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with in accordance with this Agreement (Temporary/Casual Employees are not seniority employees as per C.10.00 of the Central terms.);
 - D.1.3 deploy the working forces of the Authority or its equipment and properties.

ARTICLE E – UNION SECURITY

- E.1 The Authority agrees to deduct from the pay of each Employee covered by this Agreement in every pay period an amount equal to their regular Union dues. The Union shall notify the Authority in writing of the amount of such dues, and any changes in such amount, at least thirty (30) days before the effective date.
 - E.1.1 All Union dues deducted from Employees shall be remitted to the Union not later than the fifteenth (15th) of the month following the month in which such deductions are made together with a list of the names of all Employees from whose pay Union dues were deducted along with their earnings and the amount of dues deducted.
- E.2 Seniority Employees, as a condition of employment, shall become and remain members of the Union. Probationary Employees, as a condition of employment, shall become members within ten (10) school days of commencing employment and remain members of the Union.

- E.3 The Union shall indemnify and save the Authority harmless from any and all claims, suits, attachments, and any and all form of liability arising out of the deduction of Union dues.
- E.4 The Employer shall show the total amount of Union dues paid during a taxation year on the T4 slip of each Employee.
- E.5 The Authority will provide a reasonable opportunity for a Union Representative to meet with a new Employee within the first month of employment.
- E.6 The Authority and the Union will provide copies of this Agreement to all Employees within sixty (60) calendar days after execution.
- E.7 The cost of producing copies of this Agreement for Employees will be shared equally by the Parties.

ARTICLE F – NO CESSATION OF WORK

- F.1 During the term of operation of this Agreement neither the Union nor any Employee covered by this Agreement shall take part in or call or encourage any strike. During the term of operation of this Agreement, the Authority shall not engage in any lock-out of its Employees covered by this Agreement. Strike and lock-out shall be as defined in the Labour Relations Act, 1995.

ARTICLE G – RELATIONSHIP

- G.1 There shall be no solicitation of membership in the Union organization, or collection of Union monies, or any Union activity that interrupts the work of an Employee in the workplace during the hours of employment, except as hereinafter expressly permitted by the Agreement or with the permission of the person designated by the Employer.
- G.2 The Employer will provide bulletin board space for the posting of Union notices, provided all such notices are signed by a Union Representative and have first been submitted to the person designated by the Employer for approval. Approval shall not be unreasonably withheld. Every reasonable effort will be made to process such requests within two (2) school days.
- G.3 All correspondence from the Union to the Authority shall be sent to the Director and Principal or other person designated by the Employer in writing.
- G.4 All correspondence from the Authority to the Union shall be sent to the President of the local Union or other Union Representative designated by the Union in writing. In October and in February each school year, the Union will provide a list to the Director of the Authority showing the names of all Union Representatives, the members of each committee, and who is to receive all grievance-related correspondence on behalf of the Union

- G.5 In October and in February each school year, the Employer will provide a list, in writing by email, to the Union showing the names, home addresses, and telephone numbers of the Employees, if available, as well as indicate who is permanent, probationary, or temporary, or terminated as a result of resignation, retirement or death, and who is on leave or on layoff with recall rights.
- G.6 The Authority shall provide to a Union Representative a copy of any approved School Authority Policy directly affecting employees. A copy shall also be emailed to the Recording and Corresponding Secretary of the Union at the same time.
- G.7 The Employer will provide the Recording & Corresponding Secretary of the Union with a highlighted copy of any new or changed job descriptions.
- G.8 The Employer shall make available to the Recording & Corresponding Secretary of the Union one (1) copy of the Board's public session and Standing Committee Agendas and public session and Standing Committee minutes at the same time as they are circulated to the Trustees.

ARTICLE H – REPRESENTATION

- H.1 Only Union Representatives are authorized to represent the Union at meetings with the Authority.
- H.2 The Union shall be represented by a Negotiations Committee composed of two (2) bargaining unit members and as many as two (2) non-bargaining unit members, at no cost to the Authority.
 - H.2.1 Leaves of absence without pay for the two (2) bargaining unit members on the Negotiations Committee may be granted by the Authority. As long as reasonable notice is provided to the Authority, approval for such leaves will not be unreasonably withheld.
- H.3 The Union may appoint or otherwise select up to two (2) Stewards.
- H.4 A Union Representative shall not leave his or her assigned duties and responsibilities without first obtaining permission from the Principal or other person designated by the Employer in writing. A Union Representative may be permitted to temporarily leave his or her assigned duties and responsibilities to meet or prepare to meet with the Employer. Permission is subject to school operational requirements and is discretionary but will not be unreasonably withheld.
 - H.4.1 When a Union Representative is permitted to be temporarily absent from his or her assigned duties and responsibilities to meet or prepare to meet with the Employer during the work day, he or she shall not suffer any loss of pay for such absence.
- H.5 An Employee may request that a Union Representative be present at a discharge meeting, a discipline meeting, a grievance meeting, or a return to work meeting.

- H.6 There shall be a joint Pay Equity Committee composed of up to two (2) Union Representatives and up to two (2) Employer Representatives to maintain pay equity and comply with pay equity legislation. In addition, this Committee will review the classification of job assignments within the bargaining unit.
- H.7 The Parties shall have the right to reasonable assistance from external individuals when meeting.
- H.8 A joint Union-Management Committee shall be established to consider matters of mutual interest to the Union and the Authority. The Union shall be entitled to one (1) representative from the bargaining unit and one (1) representative from the Local on the Committee. The Director and a designate shall represent the School Authority.
 - H.8.1 The Union-Management Committee shall meet four (4) times each school year during normal working hours for one (1) hour at the end of the work day.
 - H.8.2 Minutes of each Union-Management Committee meeting shall be recorded and provided to all members of the Committee at least one (1) week prior to the next meeting.
 - H.8.3 There will be no loss of pay while attending such meetings.

ARTICLE I – GRIEVANCE PROCEDURE AND ARBITRATION

- I.1 It is the mutual desire of the Parties that the complaints of Employees shall be resolved as quickly as possible. It is understood that an Employee has no grievance until he/she has first given the Principal the opportunity of resolving his/her complaint. The Employee may request the assistance of a Union Representative.
- I.2 If representatives of the Party opposite do not meet or do not respond to the grievance within the time limits expressed, the grievor may proceed to the next step.
- I.3 Time limits should be considered mandatory and not directory.
- I.4 The Parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with except by mutual agreement (to be confirmed in writing) to extend them.

Grievance Procedure

- I.5 A grievance, to be acceptable under this Agreement must be in writing, must state the circumstances giving rise to the grievance, must specify the article or articles allegedly violated, must state the remedies sought, and must be dated and signed by the grievor.
- I.6 Unless otherwise mutually agreed, the Authority will arrange a meeting room for grievance meetings.
- I.7 Grievances by an Employee, or group of Employees, shall be processed in the following manner:

- I.7.1 **Step 1:** The Employee or group of Employees having a grievance arising out of this Agreement must file the grievance within ten (10) working days after he, she or they become aware or would reasonably become aware of the circumstances giving rise to the complaint with the Principal of the Authority.
 - I.7.2 **Step 2:** Representatives of the Parties shall meet within ten (10) working days after the grievance is filed to discuss the grievance and attempt to resolve the matter.
 - I.7.3 **Step 3:** The Principal shall reply in writing within ten (10) working days of the meeting.
 - I.7.4 **Step 4:** Failing satisfaction with the reply or if there is no reply within the time limit for reply, the Union may proceed to arbitration within fifteen (15) working days.
- I.8 Grievances by the Union shall be processed in the following manner:
- I.8.1 **Step 1:** The Union having a grievance arising out of this Agreement shall file the grievance within ten (10) working days after it becomes aware or would reasonably become aware of the circumstances giving rise to the complaint with the Director of the Authority.
 - I.8.2 **Step 2:** Representatives of the Parties shall meet within ten (10) working days after the grievance is filed to discuss the grievance and attempt to resolve the matter.
 - I.8.3 **Step 3:** The Director shall reply in writing within ten (10) working days after the said meeting.
 - I.8.4 **Step 4:** Failing satisfaction with the reply or if there is no reply within the time limit for reply, the Union may proceed to arbitration within fifteen (15) working days.
- I.9 Grievances by the Authority shall be processed in the following manner:
- I.9.1 **Step 1:** The Authority having a grievance arising out of this Agreement shall file the grievance within ten (10) working days after it becomes aware or would reasonably become aware of the circumstances giving rise to the complaint with a representative of the Union.
 - I.9.2 **Step 2:** Representatives of the Parties shall meet within ten (10) working days after the grievance is filed to discuss the grievance and attempt to resolve the matter.
 - I.9.3 **Step 3:** The Union shall reply in writing within ten (10) working days after the said meeting.
 - I.9.4 **Step 4:** Failing satisfaction with the reply or if there is no reply within the time limit for reply, the Authority may proceed to arbitration within fifteen (15) working days.

Arbitration

- I.10 Where a difference arises between the Parties relating to the interpretation, application, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, either Party may, provided they have exhausted the Grievance Procedure established under this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration.
- I.10.1 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by the Parties. This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act, 1995.
- I.11 A notice of arbitration shall contain the names of five (5) arbitrators for consideration by the other Party. If the other Party is unable to agree to any of the proposed arbitrators, it shall propose the names of another five (5) arbitrators for consideration by the Party opposite. The Parties will continue to exchange names of arbitrators until one is acceptable to both Parties or until thirty (30) names have been considered and none are acceptable to both Parties, whichever occurs first.
- I.12 If the Parties fail to agree on an arbitrator, the appointment shall be made by the Minister of Labour for Ontario.
- I.13 No person may act as an arbitrator who has been involved in any attempt to negotiate or settle the grievance without the express agreement of the Parties.
- I.14 The arbitrator shall hear and determine the difference or allegation and shall issue a decision and that decision shall be final and binding upon the Parties and upon any Employee affected by it.
- I.15 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- I.16 The Parties will share equally the expenses of the single arbitrator. Each Party shall otherwise be responsible for its own expenses. Witness fees and allowances shall be paid by the Party calling the witness.
- I.17 The arbitrator is not authorized to make any decision inconsistent with an Act or Regulation thereunder.
- I.18 At any time before or after the arbitrator has been appointed, the Parties may settle the grievance and withdraw it from arbitration.
- I.19 The powers of the arbitrator shall be the powers provided under the Labour Relations Act, 1995.

ARTICLE J – PERSONNEL FILES

- J.1 Employees may, upon written request to the Principal, review their personnel file. The Employee may be accompanied by a Union Representative. Such review must be made in the presence of the Principal or designate and at a mutually agreed time.
- J.2 It shall be the responsibility of each Employee to notify the Authority promptly in writing of any change in address or telephone number. The Employee may request written acknowledgement by the Authority that the change or changes have been recorded.
- J.3 Upon written request to the Director from an Employee on whose record a disciplinary notation has been placed, and after the completion of two (2) years wherein no additional disciplinary notations have been placed on the Employee's record, such disciplinary notation will be removed from the Employee's personnel file and it will not be the basis for further disciplinary action. However, if a disciplinary notation on an Employee's record is for misconduct, such as discrimination, harassment, violence, or abuse, five (5) years must be completed instead of two (2) years.

ARTICLE K – DISCIPLINE AND DISCHARGE

- K.1 No Employee with seniority shall be disciplined or discharged without just cause. A copy of any written disciplinary action or discharge letter shall be provided to a Union Representative.
- K.2 An Employee may request that a Union Representative be present when discharged or at any meeting where disciplinary action is taken.

ARTICLE L – HARASSMENT AND DISCRIMINATION

- L.1 Employees have the right to be free from discrimination and harassment on the grounds prohibited by the Human Rights Code and the obligation not to infringe these same rights of others. Any alleged violation may be processed as a grievance under Article I hereof or, alternatively, be processed under Part IV of the Code, but not under both procedures.
- L.2 The Authority shall take reasonable and appropriate measures to ensure that Employees are free from harassment in the workplace that is prohibited by the Human Rights Code.
- L.3 The Authority and the Union shall take reasonable and appropriate measures to ensure that Employees are free from abusive conduct in the workplace.
- L.4 The Authority shall not discriminate against any Employee because of membership or non-membership in a lawful trade union or for exercising legal rights under the Labour Relations Act, 1995.

ARTICLE M – HEALTH AND SAFETY

- M.1 A healthy and safe working and learning environment is important to the Authority. In recognition of that fact, the Authority shall take all reasonable precautions to meet its obligations under the Occupational Health and Safety Act. Workplace violence and workplace harassment prevention, as it is defined and regulated under the Occupational Health and Safety Act, is part of this protection.
- M.2 Workplace first aid box(es) shall be supplied and maintained in accordance with the First Aid Requirements Regulation under the Workplace Safety and Insurance Act, 1997.
- M.3 The Parties acknowledge that there is a Joint Health and Safety Committee responsible for safety and health matters within the school, which includes a Union Representative, and that Holland Bloorview Kids Rehab has a Joint Health and Safety Committee for the premises which includes a worker representative from the Authority.

ARTICLE N – PROBATIONARY PERIOD

- N.1 Probationary Employee shall mean an Educational Assistant, office, clerical, secretarial staff, Communicative Disorders Assistant, Noon-hour Supervisor and Noon-hour Assistant who has not completed the probationary period.
- N.2 After hire, an Educational Assistant, office, clerical, secretarial staff, Communicative Disorders Assistant, Noon-hour Supervisor and Noon-hour Assistant will be considered on probation for the first ten (10) months at work for the Authority and shall have no seniority rights during that period.
 - N.2.1 An Employee shall serve only one (1) probationary period after hire unless the Authority and the Union agree otherwise.
- N.3 After successful completion of the probationary period, an Employee's seniority will date back to the day on which the Employee's continuous service began.
- N.4 Probationary Employees can be discharged if found to be unsatisfactory by the Authority as long as the termination is not arbitrary, discriminatory, and in bad faith.

ARTICLE O – SENIORITY AND LAYOFF/RECALL

Seniority

- O.1 Seniority Employee shall mean an Educational Assistant, office, clerical, secretarial staff, Communicative Disorders Assistant, Noon-hour Supervisor and Noon-hour Assistant who has completed the probationary period. A probationary Employee will have no seniority rights during the probationary period of employment.
- O.2 Temporary Employee shall mean an Educational Assistant, office, clerical, secretarial staff, Communicative Disorders Assistant, Noon-hour Supervisor and Noon-hour Assistant hired to replace a seniority Employee or a probationary Employee for a term assignment of one (1) school year or less and shall have no seniority rights.

- O.2.1 Temporary Employees will be required to pay union dues and are allowed to apply for job postings in accordance with Article P if they hold the required qualifications.
- O.3 In accordance with C10.00 of the central terms, the Authority shall maintain a list of all temporary employees of the bargaining unit. Effective September 1, 2015, seniority shall accumulate by days worked each school year. One hundred and ninety-four (194) days equals one (1) year. Ties shall be broken if necessary, by most senior date of hire and if still tied, by a lot.
- O.4 The Authority will establish a seniority list and provide it to the Union by October 1st each school year by email.
- O.4.1 Seniority lists shall contain the Employee's name, seniority date, and job classification.
- O.5 Seniority shall be defined as the continuous length of service from the last date of hire with the Authority.
- O.6 There shall be no loss of seniority during school holiday periods.
- O.7 Where two or more Employees have the same seniority date their placement on the list will be determined by lot conducted by the Union.
- O.7.1 Any dispute about placement or information contained on the seniority list will be addressed by the Union-Management Committee first. In the event that the Parties are unable to resolve such matter, then the Employee or the Union may file a grievance.
- O.8 There shall be no loss of seniority while on a leave of absence taken in accordance with this Agreement or during a layoff while entitled to be recalled.

Layoff/Recall

- O.9 In all cases of layoffs that are not temporary layoffs of thirteen (13) weeks or less, Employees shall be laid off in reverse order of their seniority ranking, provided that the Authority may retain sufficient Employees who possess the necessary qualifications, ability, knowledge and skill to perform the jobs available.
- O.10 In all cases of recall after layoff, other than a temporary layoff of thirteen (13) weeks or less, Employees shall be recalled in accordance with their seniority ranking, provided that they possess the necessary qualifications, ability, knowledge and skill to perform the jobs available.
- O.11 Notice of recall shall be sent by courier to the last address recorded with the Authority by the Employee requiring the Employee to report to work on the date not earlier than three (3) days after the date of such notice.
- O.12 Loss of seniority shall be deemed to have occurred if an Employee quits, is discharged and is not reinstated as a result of a grievance, is laid off for sixteen (16) months or fails to report for work at the time and date specified in a notice of recall.

- O.13 Employees shall be deemed to be terminated once they have been laid off for sixteen (16) months, fail to report for work after recall, or have been absent from work due to illness or injury for two (2) consecutive school years and there is no reasonable prospect of an imminent return to work.
- O.14 In the event the Authority shall merge, amalgamate or combine any of its operations or functions with another employer, the Authority agrees to discuss the retention of seniority rights for all Employees who are members of the bargaining unit with the new employer.

ARTICLE P – JOB POSTING PROCESS

- P.1 Job postings shall include the hours of work per week, the rate of pay, an outline of the duties and responsibilities, and the normal start and end times each school day.
- P.2 Employees who possess the required skills and other qualifications may apply for posted vacancies and will be considered by the Authority before it considers any outside applicants.
- P.3 The Authority may conduct interviews of applicants for posted vacancies.
- P.4 The Union will be notified of the successful applicant by the Authority and, if requested, will be sent a copy of the job posting.
- P.5 First opportunity for summer school work/assignments will be given to qualified bargaining unit Employees.

ARTICLE Q – LEAVES OF ABSENCE

- Q.1 The Director or (designate) of the Authority may grant miscellaneous leave up to a maximum in any one (1) year of five (5) working days without loss of pay. A written application for such leave shall be made at least two (2) weeks, where possible, prior to the proposed commencement of the leave. Approval for such leave will be judged on its individual merits balancing both the interest of the employer and the interest of the employee.
 - Q.1.1 If the Employee, after making a reasonable effort, is not able to travel to the school due to weather or other factors, the Employee will call the school and indicate the need to take one of the five miscellaneous days.
- Q.2 The Director or (designate) of the Authority may grant miscellaneous leave without pay for up to one (1) year at the discretion of the Authority. A written application for such leave shall be made at least two (2) months, where possible, prior to the proposed commencement of the leave.
- Q.3 Pregnancy leave, parental leave, family medical leave, emergency leaves, and reservist leave shall be in accordance with Part XIV of the Employment Standards Act, 2000, as amended.

REFER TO PART A: CENTRAL TERMS C12.00 STATUTORY LEAVES OF

ABSENCE/SEB.

- Q.4 During such leaves, seniority shall continue to accrue.
- Q.5 An Employee returning from such leaves shall return to her/his position if it exists, or to a comparable position if it does not based on her/his seniority ranking and qualifications.
- Q.6 The current Part XIV of the Employment Standards Act, 2000 is found in Appendix A.
- Q.7 Upon timely notification to the Authority by the Union, short duration leave of absence for Union business shall be granted without pay up to an aggregate total of ten (10) days per year. During any such leave, the Employee will continue to be paid by the Authority and insured benefits will continue. The Union shall reimburse the Authority for the wages paid during such leaves. Seniority shall continue to accumulate during said leaves.
- Q.8 Long duration leaves of absence for Union business without pay and without benefits may be granted by the Authority if requested with reasonable notice to the Authority by the Union. An Employee returning from such a long duration leave of absence, upon her or his return to work, shall be placed in a position equivalent to that occupied prior to taking leave based on seniority, which shall continue to accumulate during said leave.
- Q.9 An Employee who is required to be absent because of jury duty shall not be subject to loss of pay or deduction from sick leave credits. However, the Employee shall tender all monies received for jury duty to the Authority less such amount as is intended for mileage and other out-of-pocket expenses in order to qualify for such payment by the Authority.

ARTICLE R – SICK LEAVE CREDIT

- R.1 Each full-time Employee shall be entitled to annual paid sick leave of twenty (20) days. Part-time Employees shall have their entitlement pro-rated.
- R.2 Each Employee shall be entitled to have one hundred (100) percent of the unused portion of annual sick leave transferred annually to accumulated sick leave credits to a maximum of one hundred and fifty (150) days. Each Employee shall be given a statement of cumulative sick leave credits by September 30th of each year indicating full-day and any part-day credits.
- R.3 Notwithstanding Article R.2, Employees currently employed by the Authority on the date of ratification who have used less than thirty (30) sick leave credits or none at all in 2009-2010 school year shall be entitled to have the difference between thirty (30) and the number used in 2009-2010 included to carry forward as cumulative sick leave credits.
- R.4 Where an Employee commences employment after September 1st in any one year, paid sick leave shall be calculated on a pro-rata basis.
- R.5 The Authority will issue to an Employee, upon the termination of her or his employment with the Authority, a statement of the sick leave credits standing to the Employee's credit with the Authority at the time of such termination for the purpose of transfer.

- R.6 The Authority will place to the credit of new Employees any transferable sick leave credits in accordance with Section 180 of the Education Act to a maximum of one hundred (100) days.
- R.7 A credit shall be deducted from an Employee's sick leave account for each day of absence due to illness, injury not covered by the Workplace Safety and Insurance Act, or dental condition to the extent that there are sick leave credits standing to her or his credit and, if so, the Employee is paid her or his regular non-overtime wages for the day.
- R.8 Every Employee shall notify the Authority of his or her absence and the probable date of return. Failure to do so may result in denial of paid sick leave.
- R.9 An Employee who has been absent from work for five (5) working days or more shall file an appropriate medical certificate confirming that the absence was due to illness or injury and fitness to return to work, if requested to do so by the Principal.
- R.10 In its discretion, the Authority may permit an Employee to use sick leave credits for absence due to special circumstances without loss of pay but with deduction from sick leave credits.

REFER TO PART A: CENTRAL TERMS C6.00 SICK LEAVE.

ARTICLE S – BENEFIT

The CUPE Education Workers' Benefits Plan

The CUPE Education Workers' Benefits Plan is administered by OTIP. Visit www.otip.com for more information on your coverage.

- S.1 Subject to, and in accordance with, terms and conditions set out in each benefit plan, the Authority shall assume the undernoted contributions to the plans, based upon full-time employment of the Educational Assistants, office, clerical, secretarial staff and Communicative Disorders Assistants eligible to enroll in such plans. The Authority shall contribute the following proportion of premium (includes any applicable tax):

Semi Private Hospital	100% of required premium
Extended Health Care	73% of required premium
Vision	included with EHC when enrolled
Dental Care	72% of required premium
Group Life (HOGLIP: twice annual salary)	100% of required premium
Long-term disability (HOODIP: 65% of monthly earnings after 30 weeks of continuous total disability)	75% of required premium

The agreement to pay the premium cost of a group benefit plan in whole or in part, shall not be construed as an intention or obligation on the part of the Authority to pay or provide the benefits under any such group insurance contract to any Educational

Assistant, office, clerical, secretarial staff and Communicative Disorders Assistants should any insurer refuse to pay or provide same, in whole or in part.

- S.2 The Authority reserves the right to change benefit insurers or carriers at any time, providing that the benefits are equal or better, with notification to the Union.
- S.3 Bargaining unit members employed less than five (5) months and temporary Employees will not participate in the benefit plans. Only permanent full-time Employees, who are actively at work, are eligible to enroll in the benefit plan.
- S.4 It is the responsibility of each Employee to advise the Authority in writing of any change in marital or family status and to request changes in benefits coverage.
- S.5 School holiday periods shall not interrupt coverage under the group insurance benefit plans unless there is a termination of employment.
- S.6 The Authority shall provide appropriate payroll deduction notifications to Employees respecting their share of the required premiums for the Extended Health Care Plan, the Dental Care Plan, and the Long-term Disability Insurance Plan, including payroll deductions respecting school holiday periods.
- S.7 Employee benefits brochures shall be provided by the Authority periodically to all Employees eligible to enroll in the benefit plans.
- S.8 Upon the written request of the Union, the Authority will provide the Union with copies of the current insured benefit plans for Employees.
- S.9 The Union-Management Committee will begin to investigate alternative insured benefit plans once it is established under Article H.2 hereof. However, as per the Provincial Framework Agreement, benefits should be assumed to be status-quo other than the equivalent Authority amount of an additional \$160 per FTE effective September 1, 2010.

ARTICLE T – PAID HOLIDAYS

T.1 The Parties agree that since Employees are not normally required to work during the months of July and August, they are not entitled to receive any holiday pay for Canada Day and Simcoe Day (Civic Holiday). However, if they are scheduled to work in the summer school holiday period and work the day immediately before and immediately after Canada Day (“day” excludes Saturdays and Sundays), only then would it be considered a paid holiday.

T.1.1 Paid Holidays under this Agreement are as follows:

Labour Day	Boxing Day	Good Friday
Thanksgiving Day	New Year’s Day	Easter Monday
Christmas Day	Family Day	Victoria Day

Any day prescribed as a public holiday.

T.2 An eligible Employee is a Permanent Employee, who is actively at work.

- T.3 When any paid holiday listed above falls on a Saturday or Sunday, the Authority shall designate some other day in its place as a day off with pay for eligible Employees.
- T.4 In order to be entitled to a paid holiday, an Employee must work the work day immediately before the holiday, for all holidays except Labour Day, and the work day immediately after the holiday unless an approved leave of absence has been granted for the qualifying day.

ARTICLE U – VACATION

- U.1 The Parties agree that for full-time employees who are employed for a specified period of time each year which is eleven (11) months or less, vacation shall be taken at the Christmas Winter Break, March Spring Break, and at such other time as may be mutually agreed upon between the Employee and the Authority. Their vacation entitlement is vacation pay hours earned as a proportion of wages paid to them bi-weekly for their regular hours worked. This bi-weekly allocation earned will accumulate in a separate account and will be reduced by any vacation pay hours used during the school year.
- U.2 Employees shall receive any vacation pay hours to which they are entitled with the first pay period in June of the school year or, as mutually agreed, during the school year break periods or for Professional Activity Days.
- U.3 The applicable proportion to be used to calculate vacation pay hours earned bi-weekly for a full-time Employee based on a 7 hour work day is determined on September 1st and is as follows:
- U.3.1 4.773 vacation hours bi-weekly for less than one (1) year of continuous service;
- U.3.2 4.773 vacation pay hours bi-weekly after one (1) year of continuous service – fifteen (15) days;
- U.3.3 5.409 vacation hours bi-weekly after three (3) years of continuous service – seventeen (17) days;
- U.3.4 6.682 vacation pay hours bi-weekly after fifteen (15) years of continuous service – twenty-one (21) days;
- U.3.5 7.955 vacation pay hours bi-weekly after twenty-five (25) years of continuous service – twenty-five (25) days.
- U.4 An Employee hired after September 1st is entitled to 4.261 vacation pay hours bi-weekly for her or his regular hours worked.
- U.5 Part-time Employees' vacation entitlement is determined on a pro rata basis.
- U.6 An Employee who resigns from the Authority while her or his vacation entitlement account is in deficit for any reason must refund any overpayment before leaving the Authority.

- U.7 Upon termination of employment, an Employee will be paid vacation pay in accordance with the Employment Standards Act, 2000.

ARTICLE V – TRAINING

- V.1 The Parties acknowledge the important skills and expertise that all Employees contribute to the School and their commitment to improving student achievement.
- V.2 The Parties agree that valuable professional development and training is informed by research and done in partnership with colleagues.
- V.3 All Employees shall participate in Authority-directed professional development and training scheduled during the work day, which is paid time
- V.3.1 All employees (except Noon Hour Supervisors and Noon Hour Assistants) shall participate in Authority staff meetings (an aggregate total (5) meetings) after school from 3:30 p.m. to 4:30 p.m. which may include professional development and training activities.
- V.3.2 If there are Professional Development and Supervision monies available as per the PDT, these monies will be divided equally among the employee groups.
- V.4 The proportional share of provincial funding enhancements for this bargaining unit is to be used to enhance professional development and training of all Employees.
- V.5 The Union will provide input into professional development and training through the Union-Management Committee. Specifically, the Parties shall explore the feasibility of planning one Professional Activity Day starting in 2011-2012 for All Employees to meet with peers as part of a Professional Learning Community.

REFER TO PART A: CENTRAL TERMS LETTER OF UNDERSTANDING #4 RE: PROFESSIONAL DEVELOPMENT.

ARTICLE W – HOURS OF WORK

- W.1 Working days per school year for Educational Assistants, Communicative Disorders Assistants, Noon-hour Supervisors and Noon-hour Assistants working full-time shall be at least as follows based on current provincial funding projections:
- 188 days in the 2008-2009 school year;
189 days in the 2009-2010 school year;
190 days in the 2010-2011 school year; and
194 days in the 2011-2012 school year.
- W1.1 Working days per school year for office, clerical and secretarial staff include an additional five (5) working days immediately preceding the first day of school:
- 195 days in the 2010-2011 school year; and
199 days in the 2011-2012 school year.

- W.2 Normal working hours per work day shall correspond with the school week as follows:
Educational Assistants, Office Assistants and Communicative Disorders Assistants:
7 hours per day as scheduled by the Authority
Noon-hour Supervisors and Noon-hour Assistants:
2.25 hours per day as scheduled by the Authority
- W.3 Overtime work assignments must be authorized in advance and will be distributed as equitably as possible among the Employees who normally perform the required work.
- W.4 Overtime pay shall be in accordance with the Employment Standards Act, 2000. However, Employees shall have the option to receive equivalent time off in lieu of overtime pay for authorized work assignments by the end of the current school year.
- W.5 The Director (or designate) of the Authority shall have the flexibility to assign hours of work in a predictable and scheduled manner in order to best meet the needs of students and the operational needs of the School. This includes the scheduling of lunch, rest periods and supervision for Employees in a fair and equitable manner.

ARTICLE X – ALLOWANCES

- X.1 Employees who are required to use their automobile on approved Authority business shall receive a travel allowance in accordance with the Ministry of Education guidelines for Southern Ontario.
- X.2 No Employee will be required to transport students in his/her personal vehicle.

ARTICLE Y – WAGES

Y.1 The hourly rates of pay below include the Provincial Discussion Table (PDT) negotiated general wage increases and are subject to appropriate placement of Educational Assistants on the grid to the industry standard, up to but not exceeding Grade K – Wage Rate contained within the current CUPE 4400 Unit C and Toronto District School Board collective agreement:

GRADE	Effective Sept. 1, 2014			Effective Sept. 1, 2016			Effective Feb. 1, 2017		
	Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay		
D	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	18.76	20.59	22.36	18.95	20.79	22.59	19.04	20.90	22.70
E	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	19.56	21.38	23.26	19.76	21.60	23.50	19.86	21.71	23.61
H	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	22.38	24.51	26.66	22.60	24.76	26.93	22.71	24.88	27.06
I	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	23.60	25.84	28.10	23.84	26.10	28.38	23.96	26.23	28.52
J	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	25.18	27.62	29.99	25.44	27.90	30.29	25.56	28.04	30.44
K	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	26.83	29.38	31.92	27.10	29.67	32.24	27.24	29.82	32.40

- Step 0 Date of Hire
- Step 1 After Working One (1) Full School Year from Date of Hire Rate
- Step 2 After Working Two (2) Full School Years from Date of Hire Rate

Y1.1

GRADE	Effective Sept. 1, 2014			Effective Sept. 1, 2016			Effective Feb. 1, 2017		
	Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay		
Noon Hour Assistants	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	18.76	20.59	22.36	18.95	20.79	22.59	19.04	20.90	22.70
Noon Hour Supervisors	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	19.56	21.38	23.26	19.76	21.60	23.50	19.86	21.71	23.61
Office Assistants	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	22.38	24.51	26.66	22.60	24.76	26.93	22.71	24.88	27.06
Office Administrators	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	25.18	27.62	29.99	25.44	27.90	30.29	25.56	28.04	30.44
Communicative Disorders Assistants	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$
	25.18	27.62	29.99	25.44	27.90	30.29	25.56	28.04	30.44

- Step 0 Date of Hire
- Step 1 After Working One (1) Full School Year from Date of Hire Rate
- Step 2 After Working Two (2) Full School Years from Date of Hire Rate

Y.2 It is understood that presently all Educational Assistants are to be placed at the Grade K wage rate. Notwithstanding the absence of Grades I and J placements at the present time (the equivalent of those grades within the current 2008-2012 CUPE 4400 Unit C and Toronto District School Board collective agreement), in due course the Joint Pay Equity Committee will review the classifications of all job assignments within the

bargaining unit.

- Y.3 Deductions from wages will be made as required and in accordance with federal and provincial law.
- Y.4 Wages are paid bi-weekly directly in the Employee's bank account.
- Y.5 In the case of any overpayment of wages, the Authority shall contact the Employee to try to arrange a mutually acceptable repayment plan. The Employee may request that a Union Representative be involved at any meeting about repayment.

ARTICLE Z – PENSION PLAN

- Z.1 Employees who are pension plan members on the date of execution of this Agreement will continue their participation in HOOPP to the extent that they remain eligible.
- Z.2 Part-time employees are eligible if, per OMERS regulations, during each of the two immediately preceding calendar years:
- the employee has worked at least 700 hours (including overtime) with any participating employer; or
 - the employee has earned, including overtime and vacation pay, at least 35% of the Year's Maximum Pensionable Earnings (YMPE) with any participating employer.

ARTICLE AA - RENUMBERING AND FORMATTING

- AA.1 Renumbering and formatting of the Collective Agreement will be done by a joint committee within one month of the ratification of this Agreement.
- AA.2 Renumbering and formatting shall not modify, add to, amend or alter the language or intent agreed to through the bargaining process.

ARTICLE BB – DURATION AND RENEWAL

- BB.1 This Agreement shall have effect from September 1, 2014 up to and including August 31, 2017 and from year to year thereafter unless either Party gives the other Party notice in writing by April 1, 2017 or any succeeding anniversary date that it desires to negotiate with a view of renewal of this Agreement with or without modification.
- BB.2 The Parties shall meet within thirty (30) calendar days from the giving of the notice, and shall negotiate in good faith and make every effort to arrive at an agreement.
- BB.3 The Parties shall exchange a copy of the requested amendments at the commencement of negotiations.
- BB.4 Except for its term, any changes considered necessary by the Parties to this Agreement, including the numbering and formatting, may be made by mutual agreement in writing at any time during the existence of this Agreement.

Memorandum of Settlement – April 1, 2016

MEMORANDUM OF SETTLEMENT

between

■ BLOORVIEW SCHOOL AUTHORITY

and

CANADIAN UNION OF PUBLIC EMPLOYEES 4400
BLOORVIEW SCHOOL AUTHORITY BARGAINING UNIT

April 1, 2016

WHEREAS the Canadian Union of Public Employees and the Ontario Public School Boards Association and the Province of Ontario have negotiated and ratified a Collective Agreement with respect to issues that are within the scope of central bargaining (the “Central Agreement”);

AND WHEREAS the Central Agreement requires that the parties amend their current collective agreement such that Part “A” shall comprise those issues which are central terms and Part “B” shall comprise those terms which are local terms;

AND WHEREAS the parties to this Memorandum of Settlement have been engaged in negotiations toward the completion of a new Collective Agreement with respect to issues that are within the scope of local bargaining;

AND WHEREAS the parties have reached a tentative agreement with respect to issues that are within the scope of local bargaining;

■ Therefore, the parties agree and acknowledge as follows:

1. The terms of this Memorandum of Settlement constitute full and final settlement of all local matters in dispute between them concerning the renewal of the local Collective Agreement for the period September 1, 2014 to August 31, 2017, save and except errors and omissions.
2. The documents attached hereto as Appendix “A” constitute a settlement of a new Collective Agreement with respect to issues that are within the scope of local bargaining.
3. The representatives of the above-mentioned Parties hereby agree to unanimously recommend the following terms of settlement for a renewal Collective Agreement to their respective principals for ratification.
4. The various provisions which form part of this Memorandum of Settlement shall take effect as specified in each instance, either in Appendix “A,” or, where not specified, on the date of the second of the Parties to ratify.
5. All other positions and/or proposals which may have been taken by or submitted by either of the Parties hereto and which are not part of these terms of settlement are hereby withdrawn. Any articles of the Collective Agreement not expressly amended shall remain as they were under the previous Collective Agreement.
6. Following ratification, the parties shall meet and continue to work in good faith toward amending the current Collective Agreement to reflect the changes required by way of the Central Agreement, including

the being of the parties to the agreement and the parties to the Agreement, including the type of agreement and the parties to the

The parties to the agreement are the parties to the agreement and the parties to the agreement and the parties to the agreement

9. The Authority will be responsible for the implementation of the Agreement, the Authority will be responsible for the implementation of the Agreement

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Michael O'Keefe
Linda Ward
Earl Menners
Terry Jakobsmeier
Danielle Kennedy

Bonnie Dineen
Linda Trimble
David Spek
Anna Hutchison

Appendix A

PART XIV LEAVES OF ABSENCE

EMPLOYMENT STANDARDS ACT, 2000

Definitions

45. In this Part,

“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and “child” has a corresponding meaning; (“père ou mère”)

“spouse” means,

(a) a spouse as defined in section 1 of the *Family Law Act*, or

(b) either of two persons who live together in a conjugal relationship outside marriage. (“conjoint”) 2000, c. 41, s. 45; 2001, c. 9, Sched. I, s. 1 (9); 2004, c. 15, s. 2; 2005, c. 5, s. 23.

PREGNANCY LEAVE

Pregnancy leave

46. (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment. 2000, c. 41, s. 46 (1).

When leave may begin

(2) An employee may begin her pregnancy leave no earlier than the earlier of,

(a) the day that is 17 weeks before her due date; and

(b) the day on which she gives birth. 2000, c. 41, s. 46 (2).

Exception

(3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage. 2000, c. 41, s. 46 (3).

Latest day for beginning pregnancy leave

(3.1) An employee may begin her pregnancy leave no later than the earlier of,

(a) her due date; and

(b) the day on which she gives birth. 2001, c. 9, Sched. I, s. 1 (10).

Notice

(4) An employee wishing to take pregnancy leave shall give the employer,

(a) written notice at least two weeks before the day the leave is to begin; and

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date. 2000, c. 41, s. 46 (4).

Notice to change date

(5) An employee who has given notice to begin pregnancy leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 46 (5).

Same, complication, etc.

(6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,

(a) written notice of the day the pregnancy leave began or is to begin; and

- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage. 2000, c. 41, s. 46 (6).

End of pregnancy leave

47. (1) An employee's pregnancy leave ends,
- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
 - (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage. 2000, c. 41, s. 47 (1).

Ending leave early

- (2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave. 2000, c. 41, s. 47 (2).

Changing end date

- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 47 (3).

Employee not returning

- (4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 47 (4).

Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 47 (5).

PARENTAL LEAVE

Parental leave

48. (1) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (1).

When leave may begin

- (2) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (2).

Restriction if pregnancy leave taken

- (3) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time. 2000, c. 41, s. 48 (3).

Notice

- (4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin. 2000, c. 41, s. 48 (4).

Notice to change date

- (5) An employee who has given notice to begin parental leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 48 (5).

If child earlier than expected

(6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

(a) the employee's parental leave begins on the day he or she stops working; and

(b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work. 2000, c. 41, s. 48 (6).

End of parental leave

49. (1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise. 2000, c. 41, s. 49 (1).

Ending leave early

(2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave. 2000, c. 41, s. 49 (2).

Changing end date

(3) An employee who has given notice to end his or her parental leave may end the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 49 (3).

Employee not returning

(4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 49 (4).

Exception

(5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 49 (5).

FAMILY MEDICAL LEAVE

Family medical leave

49.1 (1) In this section,

"qualified health practitioner" means a person who is qualified to practise medicine under the laws of the jurisdiction in which care or treatment is provided to the individual described in subsection (3) or, in the prescribed circumstances, a member of a prescribed class of health practitioners; ("praticien de la santé qualifié")

"week" means a period of seven consecutive days beginning on Sunday and ending on Saturday. ("semaine") 2004, c. 15, s. 3.

Entitlement to leave

(2) An employee is entitled to a leave of absence without pay of up to eight weeks to provide care or support to an individual described in subsection (3) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed. 2004, c. 15, s. 3.

Application of subs. (2)

(3) Subsection (2) applies in respect of the following individuals:

1. The employee's spouse.
2. A parent, step-parent or foster parent of the employee.
3. A child, step-child or foster child of the employee or the employee's spouse.
4. Any individual prescribed as a family member for the purpose of this section. 2004, c. 15, s. 3.

Earliest date leave can begin

(4) The employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in subsection (2) begins. 2004, c. 15, s. 3.

Latest date employee can remain on leave

(5) The employee may not remain on a leave under this section after the earlier of the following dates:

1. The last day of the week in which the individual described in subsection (3) dies.
2. The last day of the week in which the period referred to in subsection (2) ends. 2004, c. 15, s. 3.

Two or more employees

(6) If two or more employees take leaves under this section in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in subsection (2) that applies to the first certificate issued for the purpose of this section. 2004, c. 15, s. 3.

Full-week periods

(7) An employee may take a leave under this section only in periods of entire weeks. 2004, c. 15, s. 3.

Advising employer

(8) An employee who wishes to take leave under this section shall advise his or her employer in writing that he or she will be doing so. 2004, c. 15, s. 3.

Same

(9) If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning it. 2004, c. 15, s. 3.

Copy of certificate

(10) If requested by the employer, the employee shall provide the employer with a copy of the certificate referred to in subsection (2) as soon as possible. 2004, c. 15, s. 3.

Further leave

(11) If an employee takes a leave under this section and the individual referred to in subsection (3) does not die within the period referred to in subsection (2), the employee may, in accordance with this section, take another leave and, for that purpose, the reference in subsection (6) to “the first certificate” shall be deemed to be a reference to the first certificate issued after the end of that period. 2004, c. 15, s. 3.

Leave under s. 50

(12) An employee’s entitlement to leave under this section is in addition to any entitlement to leave under section 50. 2004, c. 15, s. 3.

ORGAN DONOR LEAVE

Organ donor leave Definitions

49.2 (1) In this section,

“legally qualified medical practitioner” means,

(a) in the case of surgery for the purpose of organ donation that takes place in Ontario, a member of the College of Physicians and Surgeons of Ontario, and

(b) in the case of surgery for the purpose of organ donation that takes place outside Ontario, a person who is qualified to practise medicine under the laws of that jurisdiction; (“médecin dûment qualifié”)

“organ” means kidney, liver, lung, pancreas, small bowel or any other organ that is prescribed for the purpose of this section; (“organe”)

“organ donation” means the donation of all or part of an organ to a person; (“don d’organe”) “prescribed” means prescribed by a regulation made under this section. (“prescrit”) 2009, c. 16, s. 2.

Application to prescribed tissue

(2) References to organs in this section also apply to tissue that is prescribed for the purpose of this section. 2009, c. 16, s. 2.

Entitlement to leave

(3) An employee who has been employed by his or her employer for at least 13 weeks and undergoes surgery for the purpose of organ donation is entitled to a leave of absence without pay. 2009, c. 16, s. 2.

Certificate

(4) The employer may require an employee who takes leave under this section to provide a certificate issued by a legally qualified medical practitioner confirming that the employee has undergone or will undergo surgery for the purpose of organ donation. 2009, c. 16, s. 2.

Length of leave

(5) The employee is entitled to take leave for the prescribed period or, if no period is prescribed, for up to 13 weeks. 2009, c. 16, s. 2.

Extended leave

(6) When the leave described in subsection (5) ends, if a legally qualified medical practitioner issues a certificate stating that the employee is not yet able to perform the duties of his or her position because of the organ donation and will not be able to do so for a specified time, the employee is entitled to extend the leave for the specified time, subject to subsection (7). 2009, c. 16, s. 2.

Same

(7) The leave may be extended more than once, but the total extension period shall not exceed 13 weeks. 2009, c. 16, s. 2.

When leave begins

(8) The employee may begin a leave described in subsection (5) on the day that he or she undergoes surgery for the purpose of organ donation, or on the earlier day specified in a certificate issued by a legally qualified medical practitioner. 2009, c. 16, s. 2.

When leave ends

(9) Subject to subsections (10) and (11), a leave under this section ends when the prescribed period has expired or, if no period is prescribed, 13 weeks after the leave began. 2009, c. 16, s. 2.

Same

(10) If the employee extends the leave in accordance with subsection (6), the leave ends on the earlier of,

(a) the day specified in the most recent certificate under subsection (6); or

(b) the day that is,

(i) if no period is prescribed for the purposes of subsection (5), 26 weeks after the leave began, or

(ii) if a period is prescribed for the purposes of subsection (5), 13 weeks after the end of the prescribed period. 2009, c. 16, s. 2.

Ending leave early

(11) The employee may end the leave earlier than provided in subsection (9) or (10) by giving the employer written notice at least two weeks before the day the employee wishes to end the leave. 2009, c. 16, s. 2.

Advising employer

(12) An employee who wishes to take leave under this section or to extend a leave under this section shall give the employer written notice, at least two weeks before beginning or extending the leave, if possible. 2009, c. 16,

s. 2.

Same

(13) If the employee must begin or extend the leave before advising the employer, the employee shall advise the employer of the matter in writing as soon as possible after beginning or extending the leave. 2009, c. 16, s. 2.

Duty to provide certificate

(14) When the employer requires a certificate under subsection (4), (6) or (8), the employee shall provide it as soon as possible. 2009, c. 16, s. 2.

Leave under s. 50

(15) An employee's entitlement to leave under this section is in addition to any entitlement to leave under section 50. 2009, c. 16, s. 2.

PERSONAL EMERGENCY LEAVE

Personal emergency leave

50. (1) An employee whose employer regularly employs 50 or more employees is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in subsection (2).
3. An urgent matter that concerns an individual described in subsection (2). 2000, c. 41, s. 50 (1).

Same

(2) Paragraphs 2 and 3 of subsection (1) apply with respect to the following individuals:

1. The employee's spouse.
2. A parent, step-parent or foster parent of the employee or the employee's spouse.
3. A child, step-child or foster child of the employee or the employee's spouse.
4. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
5. The spouse of a child of the employee.
6. The employee's brother or sister.
7. A relative of the employee who is dependent on the employee for care or assistance. 2000, c. 41, s. 50 (2); 2004, c. 15, s. 4.

Advising employer

(3) An employee who wishes to take leave under this section shall advise his or her employer that he or she will be doing so. 2000, c. 41, s. 50 (3).

Same

(4) If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave as soon as possible after beginning it. 2000, c. 41, s. 50 (4).

Limit

(5) An employee is entitled to take a total of 10 days' leave under this section in each calendar year. 2000, c. 41, s. 50 (5); 2004, c. 21, s. 8.

Leave deemed to be taken in entire days

(6) If an employee takes any part of a day as leave under this section, the employer may deem the employee to have taken one day's leave on that day for the purposes of subsection (5). 2000, c. 41, s. 50 (6).

Evidence

(7) An employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave. 2000, c. 41, s. 50 (7).

EMERGENCY LEAVE, DECLARED EMERGENCIES

Emergency leave, declared emergencies

50.1 (1) An employee is entitled to a leave of absence without pay if the employee will not be performing the duties of his or her position because of an emergency declared under section 7.0.1 of the *Emergency Management and Civil Protection Act* and,

- (a) because of an order that applies to him or her made under section 7.0.2 of the *Emergency Management and Civil Protection Act*;
- (b) because of an order that applies to him or her made under the *Health Protection and Promotion Act*;

- (c) because he or she is needed to provide care or assistance to an individual referred to in subsection (8); or
(d) because of such other reasons as may be prescribed. 2006, c. 13, s. 3 (3).

Advising employer

(2) An employee who takes leave under this section shall advise his or her employer that he or she will be doing so. 2006, c. 13, s. 3 (3).

Same

(3) If the employee begins the leave before advising the employer, the employee shall advise the employer of the leave as soon as possible after beginning it. 2006, c. 13, s. 3 (3).

Evidence of entitlement

(4) An employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances at a time that is reasonable in the circumstances that the employee is entitled to the leave. 2006, c. 13, s. 3 (3).

Limit

(5) An employee is entitled to take a leave under this section for as long as he or she is not performing the duties of his or her position because of an emergency declared under section 7.0.1 of the *Emergency Management and Civil Protection Act* and a reason referred to in clause (1) (a), (b), (c) or (d), but, subject to subsection (6), the entitlement ends on the day the emergency is terminated or disallowed. 2006, c. 13, s. 3 (3).

Same

(6) If an employee took leave because he or she was not performing the duties of his or her position because of an emergency that has been terminated or disallowed and because of an order made under subsection 7.0.2 (4) of the *Emergency Management and Civil Protection Act* and the order is extended under subsection 7.0.8 (4) of that Act, the employee's entitlement to leave continues during the period of the extension if he or she is not performing the duties of his or her position because of the order. 2006, c. 13, s. 3 (3).

Additional to entitlement under s. 50

(7) The entitlement to leave under this section is in addition to the entitlement to leave under section 50. 2006, c. 13, s. 3 (3).

Care or assistance, specified individuals

(8) Clause (1) (c) applies with respect to the following individuals:

1. The employee's spouse.
2. A parent, step-parent or foster parent of the employee or the employee's spouse.
3. A child, step-child or foster child of the employee or the employee's spouse.
4. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
5. The spouse of a child of the employee.
6. The employee's brother or sister.
7. A relative of the employee who is dependent on the employee for care or assistance. 2006, c. 13, s. 3 (3).

Definitions

(9) The definitions of "parent" and "spouse" in section 45 apply for the purpose of subsection (8). 2006, c. 13, s. 3 (3).

Retroactive order

(10) If an order made under section 7.0.2 of the *Emergency Management and Civil Protection Act* is made retroactive pursuant to subsection 7.2 (1) of that Act,

(a) an employee who does not perform the duties of his or her position because of the declared emergency and the order is deemed to have been on leave beginning on the first day the employee did not perform the duties of his or her position on or after the date to which the order was made retroactive; and

(b) clause 74 (1) (a) applies with necessary modifications in relation to the deemed leave described in clause (a). 2006, c. 13, s. 3 (3).

RESERVIST LEAVE

Reservist leave

50.2 (1) An employee is entitled to a leave of absence without pay if the employee is a reservist and will not be performing the duties of his or her position because,

(a) the employee is deployed to a Canadian Forces operation outside Canada;

(b) the employee is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath; or

(c) the prescribed circumstances apply. 2007, c. 16, Sched. A, s. 3.

Activities included in deployment outside Canada

(2) Participation, whether inside or outside Canada, in pre-deployment or post-deployment activities that are required by the Canadian Forces in connection with an operation described in clause (1) (a) is considered deployment to the operation for the purposes of that clause. 2007, c. 16, Sched. A, s. 3.

Restriction

(3) An employee is not entitled to begin a leave under this section unless he or she has been employed by the employer for at least the prescribed period or, if no period is prescribed, for at least six consecutive months. 2007,

c. 16, Sched. A, s. 3.

Length of leave

(4) An employee is entitled to take leave under this section for the prescribed period or, if no period is prescribed, for as long as clause (1) (a) or (b) or the circumstances set out in a regulation made under clause (1) (c) apply to him or her. 2007, c. 16, Sched. A, s. 3.

Advising employer re start of leave

(5) An employee who intends to take a leave under this section shall give his or her employer the prescribed period of notice of the day on which he or she will begin the leave or, if no notice period is prescribed, reasonable notice. 2007, c. 16, Sched. A, s. 3.

Same

(6) Despite subsection (5), if the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave as soon as possible after beginning it. 2007, c. 16, Sched. A, s. 3.

Evidence of entitlement

(7) An employer may require an employee who takes a leave under this section to provide evidence that the employee is entitled to the leave. 2007, c. 16, Sched. A, s. 3.

Same

(8) When evidence is required under subsection (7), the employee shall,

(a) provide the prescribed evidence, or evidence reasonable in the circumstances if no evidence is prescribed; and

(b) provide the evidence at the prescribed time, or at a time reasonable in the circumstances if no time is prescribed. 2007, c. 16, Sched. A, s. 3.

Advising employer re end of leave

(9) An employee who intends to end a leave taken under this section shall give his or her employer the prescribed period of notice of the day on which he or she intends to end the leave or, if no notice period is prescribed, reasonable notice. 2007, c. 16, Sched. A, s. 3.

Written notice

(10) Notice under subsection (5), (6) or (9) shall be given in writing. 2007, c. 16, Sched. A, s. 3.

Definition, emergency

(11) In clause (1) (b), “emergency” means,

(a) a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise, or

(b) a situation in which a search and rescue operation takes place. 2007, c. 16, Sched. A, s. 3.

Transition

(12) This section applies only if,

(a) the deployment described in subsection (1) begins on or after the day the *Fairness for Military Families Act (Employment Standards and Health Insurance)*, 2007 receives Royal Assent; and

(b) notice under subsection (5) or (6) is given on or after the day described in clause (a). 2007, c. 16, Sched. A, s. 3.

GENERAL PROVISIONS CONCERNING LEAVES

Rights during leave

51. (1) During any leave under this Part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so. 2000, c. 41, s. 51 (1).

Benefit plans

(2) Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plan. 2000, c. 41, s. 51 (2).

Employer contributions

(3) During an employee's leave under this Part, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any. 2000, c. 41, s. 51 (3).

Reservist leave

(4) Subsections (1), (2) and (3) do not apply in respect of an employee during a leave under section 50.2, unless otherwise prescribed. 2007, c. 16, Sched. A, s. 4.

Exception

(5) Despite subsection (4), subsections (1), (2) and (3) apply in respect of an employee during a period of postponement under subsection 53 (1.1), unless otherwise prescribed. 2007, c. 16, Sched. A, s. 4.

Leave and vacation conflict

51.1 (1) An employee who is on leave under this Part may defer taking vacation until the leave expires or, if the employer and employee agree to a later date, until that later date if,

(a) under the terms of the employee's employment contract, the employee may not defer taking vacation that would otherwise be forfeited or the employee's ability to do so is restricted; and

(b) as a result, in order to exercise his or her right to leave under this Part, the employee would have to,

(i) forfeit vacation or vacation pay, or

(ii) take less than his or her full leave entitlement. 2001, c. 9, Sched. I, s. 1 (11).

Leave and completion of vacation conflict

(2) If an employee is on leave under this Part on the day by which his or her vacation must be completed under paragraph 1 of section 35 or paragraph 1 of subsection 35.1 (2), the uncompleted part of the vacation shall be completed immediately after the leave expires or, if the employer and employee agree to a later date, beginning on that later date. 2001, c. 9, Sched. I, s. 1 (11); 2002, c. 18, Sched. J, s. 3 (22).

Alternative right, vacation pay

(3) An employee to whom this section applies may forego vacation and receive vacation pay in accordance with section 41 rather than completing his or her vacation under this section. 2001, c. 9, Sched. I, s. 1 (11).

Length of employment

52. (1) The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:

1. The length of his or her employment, whether or not it is active employment.
2. The length of the employee's service whether or not that service is active.
3. The employee's seniority. 2000, c. 41, s. 52 (1).

Exception

(2) The period of an employee's leave shall not be included in determining whether he or she has completed a probationary period under an employment contract. 2000, c. 41, s. 52 (2).

Reinstatement

53. (1) Upon the conclusion of an employee's leave under this Part, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not. 2000, c. 41, s. 53 (1).

Reservist leave

(1.1) Despite subsection (1), the employer of an employee who has been on leave under section 50.2 may postpone the employee's reinstatement until,

- (a) a prescribed day; or
- (b) if no day is prescribed, the later of,
 - (i) the day that is two weeks after the day on which the leave ends, and
 - (ii) the first pay day that falls after the day on which the leave ends. 2007, c. 16, Sched. A, s. 5.

Same

(1.2) During the period of postponement, the employee is deemed to continue to be on leave under section 50.2 for the purposes of sections 51.1 and 52. 2007, c. 16, Sched. A, s. 5.

Exception

(2) Subsection (1) does not apply if the employment of the employee is ended solely for reasons unrelated to the leave. 2000, c. 41, s. 53 (2).

Wage rate

(3) The employer shall pay a reinstated employee at a rate that is equal to the greater of,

- (a) the rate that the employee most recently earned with the employer; and
- (b) the rate that the employee would be earning had he or she worked throughout the leave. 2000, c. 41, s. 53 (3).

Appendix B1

Ministry of Education Financial Analysis and Accountability Branch to the Authority Letter

Ministry of Education
Financial Analysis and
Accountability Branch

21st Floor, Mowat Block
900 Bay Street
Toronto, Ontario M7A 1Y1
Tel.: (416) 327-0356
Fax: (416) 325-2007

E-mail: Andrew.Davis@Ontario.ca

Ministère de l'éducation
Direction des analyses et de la
responsabilité financière

21^e étage, édifice Mowat
900, rue Bay
Toronto, Ontario M7A 1Y1
Tél.: (416) 327-0356
Téléfax: (416) 325-2007

Courriel: Andrew.Davis@Ontario.ca



February 9, 2010

Saryl Jacobson, Director
Bloorview School Authority
150 Algour Road
Toronto ON M4C 1R8

Dear Ms. Jacobson:

I am writing this letter today to provide further clarification in regards to Bloorview School Authority (SA) budget approval. The letter from me dated October 23, 2009 was intended to be an approved base from which other enhancements would be applied to as negotiations continued.

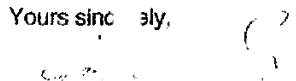
To date, the changes to the approved base include:

1. Appropriate placement of Educational Assistants (EAs) in the grid to the industry standard, up to but not exceeding the K salary rate contained within the current 2008-09 OUPB 4400 Unit C (TDSB) collective agreement. The updated placement is effective September 1, 2008 since the bargaining unit was certified under the LRA on June 24, 2008. Your prior budget approval of October 23, 2009 already included the salary increases as per the Provincial Framework Agreement (PFA).
2. As per the PFA, benefits should be assumed to be status-quo other than the equivalent SA amount of an additional \$160 per FTE effective September 1, 2010.
3. The employer share of pension benefits for those employees not currently covered will be funded as part of the budget approval. This budget approval is based on actual cost (not based on a percentage of salary) on the date of ratification.

I hope this clarification will allow Bloorview SA to proceed expeditiously towards a successful collective agreement.

If you have any further questions, please feel free to contact me.

Yours sincerely,


Andrew Davis
Director
Financial Analysis and Accountability Branch

c.c. Moe Jacobs, Minister's Office

Appendix B2

The provisions in this Appendix apply to Employees in the following classifications: office, clerical and secretarial staff, Communicative Disorders Assistants, Noon-hour Supervisors and Noon-hour Assistants.

Unless otherwise agreed by the parties in writing, these provisions apply to Employees in the classifications listed above in lieu of the corresponding provisions in the Collective Agreement to which this Appendix is attached, and the corresponding provisions of the Collective Agreement do not apply to Employees in such classifications. Unless included herein, all other provisions of the Collective Agreement apply to Employees in the classifications listed above.

Participation in the Ontario Municipal Employees Retirement System (OMERS) pension plan will be mandatory for all permanent employees with any required employee contributions, if applicable, being deducted through bi-weekly payroll deduction. Employees who are pension plan members on the date of execution of this Agreement will continue their participation in HOOPP or OTPP to the extent that they remain eligible.

APPENDIX C

Extension Agreement Salary Grids (Sept. 1/17 – Aug. 31/17)

GRADE	Effective Sept. 1, 2017			Effective Sept. 1, 2018			Effective Feb. 1, 2019			Effective Aug. 31, 2019		
	Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay		
D	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	19.33	21.21	23.04	19.52	21.42	23.27	19.72	21.64	23.50	19.82	21.74	23.62
E	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	20.15	22.03	23.97	20.36	22.25	24.21	20.56	22.47	24.45	20.66	22.59	24.57
H	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	23.05	25.26	27.47	23.28	25.51	27.74	23.52	25.76	28.02	23.63	25.89	28.16
I	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	24.32	26.62	28.95	24.56	26.89	29.24	24.81	27.16	29.53	24.93	27.29	29.68
J	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	25.95	28.46	30.90	26.21	28.75	31.21	26.47	29.04	31.52	26.60	29.19	31.68
K	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	27.64	30.26	32.89	27.92	30.57	33.22	28.20	30.87	33.55	28.34	31.03	33.72

GRADE	Effective Sept. 1, 2017			Effective Sept. 1, 2018			Effective Feb. 1, 2019			Effective Aug. 31, 2019		
	Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay		
Noon Hour Assistants	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	19.33	21.21	23.04	19.52	21.42	23.27	19.72	21.64	23.50	19.82	21.74	23.62
Noon Hour Supervisors	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	20.15	22.03	23.97	20.36	22.25	24.21	20.56	22.47	24.45	20.66	22.59	24.57
Office Assistants	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	23.05	25.26	27.47	23.28	25.51	27.74	23.52	25.76	28.02	23.63	25.89	28.16
Office Administrators	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	25.95	28.46	30.90	26.21	28.75	31.21	26.47	29.04	31.52	26.60	29.19	31.68
Communicative Disorders Assistants	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	25.95	28.46	30.90	26.21	28.75	31.21	26.47	29.04	31.52	26.60	29.19	31.68

**CUPE – PART A: CENTRAL TERMS
EXTENSION AGREEMENT**

Collective Agreement

**Between Bloorview
School Authority**

and

**Canadian Union of
Public Employees
and its Local 4400**

September 1, 2017 to August 31, 2019

EXTENSION AGREEMENT

BETWEEN:

Ontario Public School Boards Association (OPSBA)

AND

Ontario Catholic Schools Trustee Association (OCSTA)

AND

L'Association des conseils 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

THE CANADIAN UNION OF PUBLIC EMPLOYEES

hereinafter: "CUPE"

AND AGREED TO BY:

THE CROWN/LA COURONNE

1. The parties and the Crown agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Extension Agreement forms the basis of full and final settlement for an extension of collective agreement terms inclusive of both central and local terms, with the effective date of September 1, 2017 to August 31, 2019. For further clarity, the ratification of this Extension Agreement is conditional upon the acceptance that local collective agreement terms remain status quo for the period September 1, 2017 to August 31, 2019. Ratification is also conditional upon legislative changes relating to ratification of an extension of collective agreement terms, as noted below. The parties and the Crown agree to remain bound by the terms of this Extension Agreement as set out herein to their respective principals.

Certain aspects of the terms described herein require legislative changes and as such are subject to the legislative process. Such changes have not yet been made, nor introduced to the Legislature of Ontario. Therefore the content of this agreement should be considered to be subject to such changes, when and if made and if such legislative changes are not made, or alter the terms of this agreement in any fashion, this Extension Agreement shall be considered null and void.

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00

Page 1 of 14

2. Ratification of the Extension Agreement by both parties and agreement of the Crown shall be deemed to have occurred on the date of ratification by CUPE and by the CTA, whichever is later, and by agreement of the Crown. The parties will endeavor to complete the central ratification and agreement processes by February 1, 2017, subject to enabling legislation.

It is further understood that the following parties,

- Conseil scolaire de district catholique de l'Est ontarien and CUPE Local 4155.
- Durham District School Board and CUPE Local 218 (Continuing Education Unit)

shall conduct their ratification vote of the central terms and conditions of this agreement by February 1, 2017.

Upon completion of the 2014-2017 round of local bargaining, the parties noted above shall conduct their ratification vote. Thereafter, the parties noted above shall conduct their ratification vote of the local terms and conditions of this extension agreement.

3. The terms of this Extension Agreement shall be effective on September 1, 2017 except as otherwise provided herein.

- The expiry date of Letters of Understanding (LOU) #3 and #5 shall be revised as noted in Appendix 1 and the terms of LOUs #3 and #5 shall continue in effect, uninterrupted, until August 30, 2019.
- LOU #16 as noted in Appendix 1 shall be amended such that "2015-16 and/or the 2016-17" shall be replaced by "2017-18 and/or 2018-19".
- The parties agree that it is desirable to deliver LTD benefits in a sustainable and affordable fashion. Therefore, in the event that the parties, as set out in LOU #7, arrive at a mutually agreed solution or options for the implementation of sustainable and affordable LTD plans, such options may be put into place as soon as feasible.
- Letters of Understanding/Agreement contained in or pertaining to language from the 2014-17 collective agreements shall continue in force and effect for the term of this agreement. However, where there is reference to an expiry date, the expiry date will be extended by two (2) years.

4. Prior to ratification by any party, it is agreed that this document will be translated into French in order that parties are able to ratify in their language of operation.

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h0

Page 2 of 14

5. The collective agreement shall continue to consist of two parts. Provisions of Part A and Part B shall continue until August 31, 2019 without amendment, except as noted herein and in Appendix 1 attached to this Extension Agreement.

6. COMPENSATION

School boards shall adjust their current salary grids, wage schedules and position of responsibility allowances only, in accordance with the following schedule:

- September 1, 2017
 - 1.5%
- September 1, 2018
 - 1%
- February 1, 2019
 - 1%
- August 1, 2019
 - 0.5%

Payment for September 1, 2017 lump sum:

In recognition of potential expenses for professional development, supplies or equipment or for other professional expenses, all employees covered by this agreement will be paid a lump sum of 0.5% of wages earned in the 2016-2017 school year. CUPE agrees that it will conduct a survey of its members on the usage of these funds and provide the results to the Crown.

Method of payment for September 1, 2017 lump sum:

0.5% of earned wages earned in the 2016-17 school year as a lump sum payment to all employees (including those on the casual list) of this bargaining unit who are employed or on an approved leave, paid sick leave or statutory leave as at September 5, 2017. This excludes employees whose income replacement would be impacted while on leave.

Permanent employees on a statutory leave for any part of 2016-17 will not be adversely affected. The lump sum of 0.5% of annualized 2016-2017 salary/wages will be adjusted

as if they earned their normal salary/wage for the period of that time on the statutory leave.

Employees on an approved deferred salary leave in the 2017-2018 year on September 5, 2017, (eg. 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.

The parties agree that, if the percentage increase in aggregate for general salary noted above are less than the aggregate percentage increases for general salary agreed to at other teacher table(s) or education worker table(s) for the years 2017-18 and 2018-19, the general salary increases for 2017-18 and 2018-19 agreed to at the other table(s) will be allocated to CUPE education worker members. For greater clarity, this provision applies only to aggregate across the board increases to salary grids, wage schedules and position of responsibility allowances as described in this article.

7. BENEFITS

Effective September 1, 2017, funding will be provided in the amount of \$5,075 per FTE plus inflationary increases in each of the following years, adjusted to reflect the actual participation date:

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

These inflationary increases will result in a funding amount of \$5,278.00 per FTE effective September 1, 2017 and \$5,489.12 per FTE effective September 1, 2018. There will be a reconciliation process based on the financial results for the year ending on August 31, 2019 equal to the lesser of the total cost of the plan per FTE and \$5,489.12 per FTE. This reconciliation will adjust the amount per FTE as of September 1, 2019.

The parties agree that, if the benefits inflationary increases noted above are less than the aggregate percentage increases agreed to at other teacher table(s) or education worker table(s) for the years 2017-18 and 2018-19, the benefits inflationary increases for 2017-18 and 2018-19 agreed to at the other table(s) will be allocated to CUPE education workers.

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00

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8. INVESTMENTS | SYSTEM PRIORITIES

a) Special Education Staff Amount

In recognition of the role that educational assistants, child and youth workers/counsellors and professional student services personnel play in supporting special education, the Crown will, conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), make a system investment in 2017-2018 which will continue in the 2018-2019 school year, to be utilized for special education needs. The amount for CUPE is \$26,078,257 province wide each year.

The school board's share of the special education staffing amounts shall be allocated for each CUPE bargaining unit based on the FTE of that bargaining unit for the following staffing categories: educational assistants, child and youth workers and professional student services personnel compared to the board's total FTE of educational assistants, child and youth workers and professional student services personnel. The attached chart (Appendix 2) provides an estimation of the funding as a result of this system investment.

b) Other Staffing Amount

In recognition of the role that office, clerical and technical, and custodial and maintenance employees play in promoting safe, healthy and caring schools, the Crown will, conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), make a system investment in 2017-2018, which will continue in the 2018-2019 school year. The amount for CUPE is \$31,361,432 each year.

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

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

- No later than May 15, 2017, each board and local shall meet and engage in consultation to discuss the use of funds and allocation to CUPE bargaining units consistent with the terms of this agreement. The board will share the total amount and the calculation of the amount applicable to each CUPE bargaining unit based on FTE. Boards and locals shall discuss the number and cost of CUPE

positions generated by this funding. It is agreed that these funds are to be used for permanent CUPE staff, consistent with board needs.

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

9. APPRENTICESHIP/PROFESSIONAL DEVELOPMENT

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 \$4.5 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 CUPE locals for apprenticeship under the Ontario College of Trades and/or professional development opportunities.

The purpose of the funds are to:

- Provide on-the-job training for employees as apprentices, and/or
- i. Provide current employees of the boards opportunities to upgrade their skills.

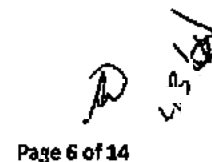
A joint committee comprised of representatives of the central parties and the Crown, will be created to develop an application process that will be shared with boards and local CUPE committees will develop the following:

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

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



SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h0



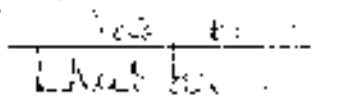
Page 6 of 14


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

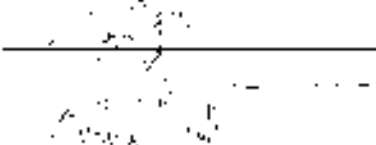
Signed at Toronto, this 20th day of December, 2016.

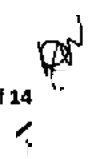
CUPE





CTA/AF





APPENDIX 1

LETTER OF UNDERSTANDING #3

BETWEEN

The Canadian Union of Public Employees

(Hereinafter 'CUPE')

AND

The Council of Trustees' Associations

(Hereinafter the 'CTA/CAE')

Re: Job Security: Protected Complement

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

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in case of:
 - a. Catastrophic or unforeseeable event or circumstance;
 - b. Declining enrolment;
 - c. Funding reductions directly related to services provided by bargaining unit members; or
 - d. School closure and/or consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a. In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b. In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c. In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation and shall affect no teacher(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Understanding at any relevant time, the overall protected complement is equal to:
 - a. The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
 - b. Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.

4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which shall include:
 - a. priority for available temporary, casual and/or occasional assignments;
 - b. the establishment of a permanent supply pool where feasible;
 - c. the development of a voluntary workforce reduction program (contingent on full provincial government funding).

5. The above agreements do not allow transfers between the classifications outlined below:
 - a. Education Assistants
 - b. DECEs
 - c. Secretar.
 - d. Custodians
 - e. Cleaners
 - f. Information Technology Staff
 - g. Library Technicians
 - h. Instructors
 - i. Supervisors
 - j. Central Administration
 - k. Professionals
 - l. Maintenance/Trades

6. The parties agree that where a local collective agreement language currently exists that provides a term or benefit specifically with regard to protected complement FTE number, that language will prevail.

7. This Letter of Understanding expires on August 30, 2019.

SUBJECT TO ERRORS AND OMISSIONS Doc. mb r 20, 2016 22hd

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LETTER OF UNDERSTANDING #5

BETWEEN

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

AND

The Canadian Union of Public Employees
(hereinafter called 'CUPE')

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLA) and is available to all permanent employees for the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. Employees approved for SULP days shall not be re-credited.

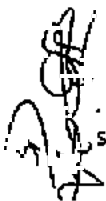
For employees who work a 10 month year a school board will identify:

- 1) up to two (2) Professional Activity days in the 2015-2016 school year;
 - 2) two (2) Professional Activity days in the 2016-2017, 2017-2018 and 2018-2019 school 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 designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 school year, the available () will be designated no later than thirty (30) days after contract 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 year by no later than September 30, of the respective school year. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leave may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OLV ERS program, the employer will deduct the employee and employer portion of pension premium for the unpaid days and will remit same to OLV ERS.



The following clause is subject to either Teachers' Pension Plan Amendment or Legislation:

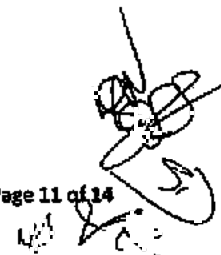
Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the 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 proposed 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, including the Pension Benefits Act and the Income Tax Act.

This Letter of Understanding expires on August 30, 2019.

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h

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LETTER OF UNDERSTANDING #16

BETWEEN

The Canadian Union of Public Employees
(Hereinafter 'CUPE')

AND

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

AND

The Crown

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA day, beyond the current 6 PA days in the 2017-2018 and/or the 2018-2019 school years, there will be no loss of pay for CUPE 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. CUPE members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.



SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h0



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APPENDIX 2

CONFIDENTIAL TO LABOUR RELATIONS

2017-18 - Investments in System Priorities*		ESTIMATED SHARE OF INVESTMENTS	
CUPE		Special Education Staff Amount	Other Staffing Amount
1	ESB Ontario North East		179,033
2	Algonquin DSB		167,875
3	Rainbow DSB		210,040
4	West North DSB		230,187
5	Kawartha-Peterborough DSB		7,412
6	St. Lawrence DSB		13,111
7	Whitby DSB		134,426
8	Suprenant-Orchestrone DSB	2,370	
9	Avon-Maitland DSB		
10	Greater Essex County DSB	11,040	302,530
11	Cambridge East DSB	624,727	748,811
12	Timothy DSB	1,288,476	93,700
13	Thornhill DSB	4,661,178	1,422
14	York Region DSB	1,451,300	1,521
15	York Region DSB	845,612	
16	York Region DSB	490,300	400,000
17	York Region DSB	2,022,000	2,171,311
18	York Region DSB	2,084	258,000
19	Upper Grand DSB		237
20	Peel DSB	1,034	2,001
21	Halton Hills DSB		500,000
22	Halton Westworth DSB	7,031	533,401
23	Halton Westworth DSB	205,833	722,815
24	Halton Westworth DSB	678,256	548,542
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Estimated Totals		26,078,257	31,360,432

* Subject to final decision by all parties and subject to approval by the Board in November 2017.
 - Figures shown reflect best estimate available at this time.
 - Special Education Staff Amount is based on the share of the board's total special education assistants, central office staff, and other staff.
 - Other Staffing Amount is based on the share of the board's total office, clerical and technical staff, and other staff.
 - Figures in System Priorities are preliminary and will only be finalized for the term of the Collective Agreement (2017-18 and 2018-19).
 - The number of FTE is based on actual costs including but not limited to salary, benefits, vacation and sick leave.

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APPENDIX 3

CONFIDENTIAL TO LAEDU

2017-18 -- Community Use of Schools Investment - CUPE

Region	DSB Name	Investment in CUS - School System
1	DSB Ontario North East	4,051
1	Algonquin DSB	11
1	Kenora DSB	1,480
1	Norfolk DSB	4,719
1	Kenora Catholic DSB	2,836
1	Kawartha DSB	2,7
1	Upper Grand DSB	1
1	Muskoka DSB	211
1	Arnprior DSB	1
1	Great Lakes County DSB	231
1	London Kent DSB	1
1	Thames Valley DSB	21,000
1	Peel DSB	43,953
1	Durham DSB	26,433
1	Lawrence Park Region DSB	13,599
1	Williamstown DSB	1,641
1	York Region DSB	1
1	Simcoe County DSB	1
1	Upper Grand DSB	609
1	Peel DSB	1
1	Hilton DSB	1
1	Hamilton/Westworth DSB	17,826
1	DSB of Niagara	17,160
1	Grand Erie DSB	10,119
1	Waterloo Region DSB	1
1	DSB - Colleton DSB	1
1	Upper Canada DSB	1
1	Simcoe DSB	1
1	Mid-Western DSB	4,7
1	Mississauga and Peel Catholic DSB	4,300
1	Northeastern Catholic DSB	1
1	Northing Perry Sound Catholic DSB	1
1	Huron-Superior Catholic DSB	1
1	Sudbury Catholic DSB	1
1	Northwest Catholic DSB	1
1	Kenora Catholic DSB	1
1	Thunder Bay Catholic DSB	1
1	Superior North Catholic DSB	1
1	Brudenell Catholic DSB	1
1	Thornhill Catholic DSB	1
1	Windsor-Essex Catholic DSB	1
1	London District Catholic School Board	1
1	St. Clair Catholic DSB	8,311
1	Toronto Catholic DSB	8,064
1	Peterborough V.N.C. Catholic DSB	54
1	York Catholic DSB	201
1	Dufferin-Peel Catholic DSB	1
1	Simcoe Muskoka Catholic DSB	1
1	Durham Catholic DSB	6,111
1	Haldimand Catholic DSB	1
1	Hamilton-Wentworth Catholic DSB	1
1	Wentworth Catholic DSB	2,990
1	Wentworth Catholic DSB	1
1	Niagara Catholic DSB	4,311
1	Brant Halton and Norfolk Catholic DSB	1
1	Catholic DSB of Eastern Ontario	4,811
1	Ontario Catholic DSB	291
1	Renfrew County Catholic DSB	1,811
1	Algonquin and Lakeshore Catholic DSB	1,480
1	CSB du Nord-Est de l'Ontario	1,211
1	CSB du Grand Nord de l'Ontario	1,111
1	CS Montclair	1
1	CSP de l'Est de l'Ontario	1
1	CSB catholique des Grands Lacs	3,811
1	CSB catholique francophone	1,260
1	CSB catholique de la région de la capitale	1,111
1	CSB Catholique Des Laurentides	1
1	CS catholique Providence	1
1	CSB catholique Centre-Ontario	1
1	CSB catholique de l'Est de l'Ontario	5,111
1	CSB catholique de l'Est de l'Ontario	7,802
	Total	\$ 63,1320

Notes:
 - Provincial system investment of Community Use of Schools (CUS) increased on 2017 projected with a 3% increase in the allocation.
 - Figures shown reflect best estimates available at the time and are subject to change.
 - Based on the 2017-18 PTE released to School Operation Staff reported in 2016-17.
 - Dates are as presented by CUPE.

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SUBJECT TO ERRORS AND OMISSIONS as per 20, 2016 221-00

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LETTER OF AGREEMENT

BETWEEN

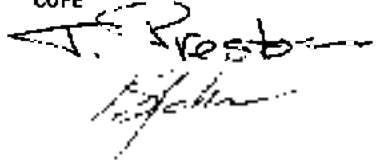
**The Council of Trustees' Associations/
Le Conseil d'association d'employeurs
(hereinafter called 'CTA/CAE')**

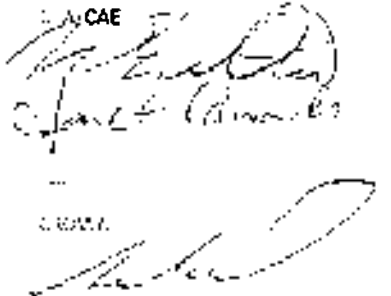
AND

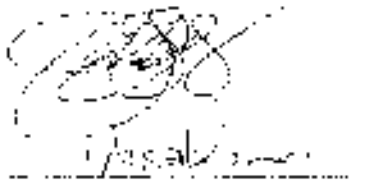
**The Canadian Union of Public Employees
(hereinafter called 'CUPE')**

The parties agree that the Letter of Agreement hereby replaces the Letter of Understanding #9 re: Benefits of the 2014-2017 agreement on central terms signed on November 2, 2015, and is effective upon execution.

Signed at Toronto, this 20th day of December, 2016.

CUPE


CAE




SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22

**LETTER OF UNDERSTANDING #9
BETWEEN
THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(HEREINAFTER CALLED 'OPSBA')
AND
THE ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION
(HEREINAFTER CALLED 'OCSTA')
AND
L'ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO
(HEREINAFTER CALLED 'ACEPO')
AND
L'ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES
(HEREINAFTER CALLED 'AFCSC')
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES / SYNDICAT CANADIEN DE LA FONCTION
PUBLIQUE
(HEREINAFTER CALLED 'CUPE')
AND
THE CROWN**

RE: BENEFITS

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Understanding, all references to life, health and dental benefits in the applicable local collective agreements shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Alternative Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than May 1, 2017 and that Boards will participate in this Trust on a common date no later than February 1, 2018. The date on which the Boards commence participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of understanding will form the basis for a trust agreement setting out the terms of the ELHT approved by the parties.

SUBJECT TO ERRORS AND OMISSIONS December 20, 2016 22h00

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WB
He-TP

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 CUPE employee representatives and 4 employer representatives, including the Crown. The Board of Trustees will include among its members 2 independent experts, 1 appointed by the employer representatives and 1 appointed by the employee representatives. CUPE will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Be retained from outside of the following organizations: the Trust, the shared service office supporting the Trusts, the union, the Boards, the CTA and the Crown;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust;
 - c. Be accredited from one of the following fields: actuarial science, law or accounting or in lieu of such accreditation hold the Certified Employee Benefit Specialist (CEBS) designation; and have demonstrated experience with employee benefit plans;
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 CUPE shall determine the initial term and subsequent succession plan for the Trustees. The CTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period. The term of a Trustee shall be limited to a maximum of 9 years.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement ("CUPE represented employees") as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements.

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- 3.1.2 Retirees who were, and still are members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date shall be included.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accident, death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the EOA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future inter-collective agreements.
- 3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A (which follows) within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR"). The amount shall be paid to the Trust on the Participation Date.
 - b. A one-time contribution of a half month's premium cost (i.e. 15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, load charges, etc.) as reported on the insurance carrier's most recent year-end statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown has provided to CUPE \$3.5 million of the \$7.0 million startup costs referred to in s.4.1.1 (a) in October 2016. The balance of the \$7.0 million payment shall be paid by the Crown to CUPE upon signing of this LOU. The balance of any other payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surplus in both owned and defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surplus deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("BNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

- 4.1.7 Upon release of each Board's IBNR and CFR by the carrier, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is 10% or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- If available, the paid premiums or contributions or claims costs of each group; or
 - Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of the fiduciary benefit plan, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor increase in benefit plan funding unless in accordance with Board Memo 804:2015. It is the parties understanding that the Ministry of Education Memo 804:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall refer in regards to the attached and the copy of the software systems

4.2.0 On-Going Funding

- 4.2.1 For the current term, the Boards agree to continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- 4.2.2 In order that each party is satisfied that the terms of this LOU provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the gaining unit, historic costs and trends).
- 4.2.3 As of the day that a Board commences participation in the Trust, the Board will remit an amount equal to 1/12th of \$5,075 per FTE to the Plan's Administrator and on the first day of each month thereafter.
- 4.2.4 In addition to the contribution provided by the Boards noted in 4.2.3 above, the Boards will also remit the employees' share of the benefit cost, if any, as deducted from the employees' pay as specified by the Trust.
- 4.2.5 The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employee assistance co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employee Health Tax, etc.).

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- 4.2.6 The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- 4.2.7 For purposes of 4.2.6 above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- 4.2.8 Amounts previously paid under 4.2.3 and 4.2.4 above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 4.2.9 In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution Process.
- 4.2.10 The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- 4.2.9 Funding for retirement shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local collective agreement in place as of August 31, 2014 or per existing benefit plan provisions.

5.0.0 SHARED SERVICES

- 5.1.0 CUPE agrees to adopt a shared services model that will allow other Trusts to join the shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis recognizing the value of benefits to the members.
- 5.1.1 Administrative services and insurance provider(s) services will be competitively procured as soon as administratively feasible.
- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office may include the procurement of these services for other Trusts to ensure the most efficient and cost effective service.

6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
 - a. The Trustees' selection of the Trust auditor and the Trust actuaries;
 - b. The annual reports of the Actuaries and actuaries;
 - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the Initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
 - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e. The design and adoption of the Initial Benefit Plan and any amendments to the Benefit Plan;
 - f. Validation of the sustainability of the respective Plan Design;
 - g. Establishing member contribution or premium requirements, and member deductibles if any;

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- h. Identifying efficiencies that can be achieved;
 - i. The design and amendment of the Funding policy;
 - j. The investment Policy and changes to the Investment Policy; and
 - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share if any.
- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next plan renewal (of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increase member premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility;
 - f. Cession of benefits, other than life insurance benefits; and
 - g. Identify other sources of revenue.
- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.
- 6.5.0 The Trust shall provide "trustee liability insurance" for all Trustees.

7.0.0 ACCOUNTABILITY

- 7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections of the Trust for a period of not less than 3 years into the future.
- 7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three year period.
- If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.
- 7.3.0 Copies of the audited financial statements and the actuarial evaluation report requested in section 7.1.0 will be shared with CUPE, OPSBA, CCSTA, ACEPO, AFQCSC and the Ministry of Labour.

8.0.0 TRANSITION COMMITTEE

- 8.1.0 A transition committee composed of the employee representatives and the employer representatives, including the Crown, will be established by January 31, 2015 to address all matters that may arise in the creation of the Trust.

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9.0.0 PAYMENTS

- 9.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Understanding.

10.0.0 ENROLMENT

- 10.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.
- 10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A (which follows).
- 10.3.0 Where an HRIS file cannot be provided, the Board shall provide a required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.
- 10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

- 11.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 11.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 11.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provided benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.
- 11.4.0 Within thirty (30) days following a request by the Trustees, a Board shall permit a chartered professional accountant acting on the Trustees' behalf to carry out an inspection, audit examination of the books of account, documents, payrolls, records, and other materials relating directly to its participation in this Trust.

12.0.0 CLAIMS SUPPORT

- 12.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.
- 12.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

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13.0.0 PRIVACY

13.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

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APPENDIX A - HRIS FILE

Each Board may choose to provide to the Trustees of the Education Sector ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the Education Sector ELHT and the employer representatives:

- a. complete and accurate enrollment files for all members, member spouses and eligible dependents, including:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. default coverage (single/couple/family).
- b. estimated return to work dates;
- c. benefit claims history required by the Trustees;
- d. list of approved pre-authorization and pre-determinations;
- e. list of approved claim exceptions;
- f. list of large amount claims based on the information requirements of the Trustees;
- g. list of all individuals currently covered for life benefits under the waiver premium provision; and
- h. member life benefit coverage information.

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