

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

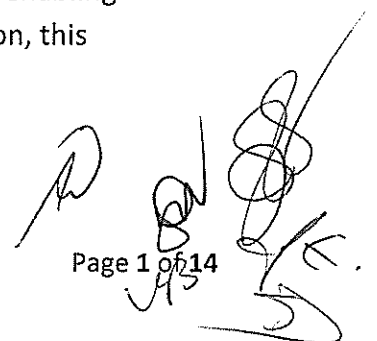
hereinafter: "CUPE"

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 enabling ratification of an extension of collective agreement terms, as noted below. The parties and the Crown agree to recommend 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 enabling changes are not made, or alter the terms of this agreement in any fashion, this Extension Agreement shall be considered null and void.

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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.

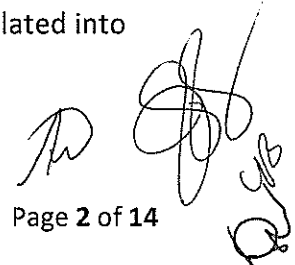
It is further understood that the following parties,

- 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 agreeable 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.

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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 31, 2019
 - 0.5%

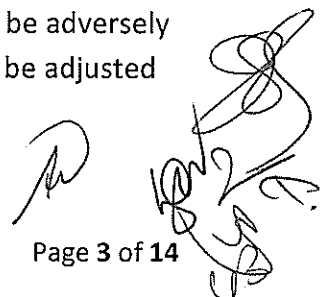
Payment for September 1, 2017 lump sum:

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 the 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 increases 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 : 4%
- 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.

8. INVESTMENTS IN SYSTEM PRIORITIES

a) Special Education Staff Amount

In recognition of the role that education 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 in each year.

The school board's share of the special education staffing amount 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 \$31,360,432 in 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.


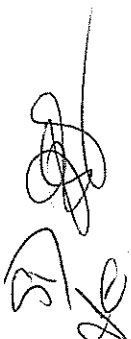
The purpose of the funds are to:

- Provide on-the-job training for employees as apprentices, and/or
- 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 locals. The committee will develop the following:

- Criteria of allocation
- Application process
- Eligibility of program
- Reporting
- Equitable distribution

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

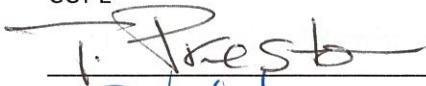


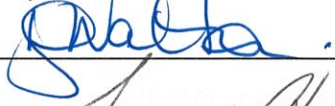
10. COMMUNITY USE OF SCHOOLS

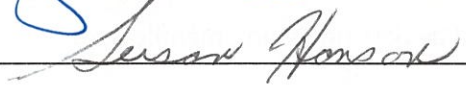
Conditional upon the approval by the Lieutenant-Governor-in-Council (if applicable), the Crown will increase the community use of schools funding, in the Grants for Student Needs, by 3% in the 2017-2018 school year (as shown in Appendix 3), and the new level of funding will continue into the 2018-2019 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.

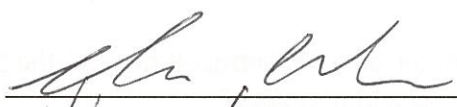
Signed at Toronto, this 20th day of December, 2016.

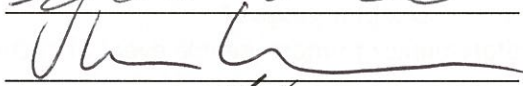
CUPE









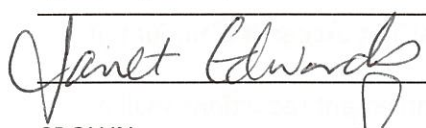


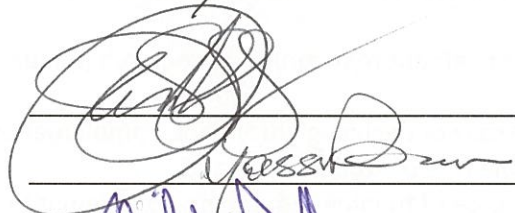


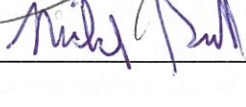


CTA/CAE




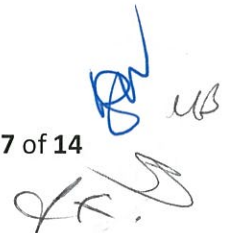






CROWN





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 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, 2019.

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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 (VLAP) 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 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, 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 will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years. 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, 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 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, 2019.

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.



APPENDIX 2

CONFIDENTIAL to LABOUR RELATIONS

2017-18 - Investments in System Priorities* - CUPE			ESTIMATED SHARE OF INVESTMENTS	
Index	DSBNo	DSB Name	Special Education Staff Amount	Other Staffing Amount
1	1	DSB Ontario North East	\$ -	\$ 179,033
2	2	Algoma DSB	\$ -	\$ 167,955
3	3	Rainbow DSB	\$ -	\$ 210,040
4	4	Near North DSB	\$ -	\$ 278,152
5	5.1	Keewatin-Patricia DSB	\$ -	\$ 138,627
6	5.2	Rainy River DSB	\$ -	\$ 39,347
7	6.1	Lakehead DSB	\$ 877	\$ 134,464
8	6.2	Superior-Greystone DSB	\$ -	\$ -
9	7	Bluewater DSB	\$ 2,170	\$ 223,412
10	8	Avon Maitland DSB	\$ -	\$ -
11	9	Greater Essex County DSB	\$ 11,949	\$ 302,930
12	10	Lambton Kent DSB	\$ 634,457	\$ 474,931
13	11	Thames Valley DSB	\$ 1,708,478	\$ 1,491,242
14	12	Toronto DSB	\$ 4,631,173	\$ 4,322,594
15	13	Durham DSB	\$ 1,631,000	\$ 1,313,288
16	14	Kawartha Pine Ridge DSB	\$ 886,013	\$ 679,951
17	15	Trillium Lakelands DSB	\$ 490,309	\$ 422,644
18	16	York Region DSB	\$ 2,532,058	\$ 2,258,311
19	17	Simcoe County DSB	\$ 2,064	\$ 558,479
20	18	Upper Grand DSB	\$ -	\$ 323,664
21	19	Peel DSB	\$ 1,914	\$ 2,901,780
22	20	Halton DSB	\$ -	\$ 508,928
23	21	Hamilton-Wentworth DSB	\$ 7,931	\$ 533,391
24	22	DSB of Niagara	\$ 905,813	\$ 722,815
25	23	Grand Erie DSB	\$ 678,656	\$ 569,342
26	24	Waterloo Region DSB	\$ -	\$ -
27	25	Ottawa-Carleton DSB	\$ -	\$ -
28	26	Upper Canada DSB	\$ 761,500	\$ 661,172
29	27	Limestone DSB	\$ 498,415	\$ 416,688
30	28	Renfrew County DSB	\$ 2,758	\$ 231,540
31	29	Hastings and Prince Edward DSB	\$ 439,701	\$ 325,784
32	30.1	Northeastern Catholic DSB	\$ 110,616	\$ 70,456
33	30.2	Nipissing-Parry Sound Catholic DSB	\$ -	\$ 31,587
34	31	Huron-Superior Catholic DSB	\$ 212,490	\$ 159,325
35	32	Sudbury Catholic DSB	\$ -	\$ 77,013
36	33.1	Northwest Catholic DSB	\$ 94,308	\$ 44,211
37	33.2	Kenora Catholic DSB	\$ -	\$ -
38	34.1	Thunder Bay Catholic DSB	\$ -	\$ -
39	34.2	Superior North Catholic DSB	\$ -	\$ -
40	35	Bruce-Grey Catholic DSB	\$ 156,382	\$ 92,975
41	36	Huron-Perth Catholic DSB	\$ 164,128	\$ 51,707
42	37	Windsor-Essex Catholic DSB	\$ 518,683	\$ -
43	38	London District Catholic School Board	\$ 491,287	\$ 351,505
44	39	St. Clair Catholic DSB	\$ 262,591	\$ 184,604
45	40	Toronto Catholic DSB	\$ 1,681,560	\$ 1,923,345
46	41	Peterborough V N C Catholic DSB	\$ 427,986	\$ 348,892
47	42	York Catholic DSB	\$ 1,119,071	\$ 953,055
48	43	Dufferin-Peel Catholic DSB	\$ -	\$ 1,616,074
49	44	Simcoe Muskoka Catholic DSB	\$ -	\$ 263,815
50	45	Durham Catholic DSB	\$ 411,116	\$ 394,046
51	46	Halton Catholic DSB	\$ 665,366	\$ 601,286
52	47	Hamilton-Wentworth Catholic DSB	\$ 767,944	\$ 225,873
53	48	Wellington Catholic DSB	\$ -	\$ 78,262
54	49	Waterloo Catholic DSB	\$ 496,185	\$ 188,792
55	50	Niagara Catholic DSB	\$ 535,724	\$ 445,648
56	51	Brant Haldimand Norfolk Catholic DSB	\$ -	\$ -
57	52	Catholic DSB of Eastern Ontario	\$ 380,778	\$ 328,351
58	53	Ottawa Catholic DSB	\$ 943,985	\$ 370,954
59	54	Renfrew County Catholic DSB	\$ -	\$ 58,120
60	55	Algonquin and Lakeshore Catholic DSB	\$ 367,903	\$ 299,211
61	56	CSD du Nord-Est de l'Ontario	\$ 118,272	\$ 90,427
62	57	CSD du Grand Nord de l'Ontario	\$ -	\$ 59,932
63	58	CS Viamonde	\$ -	\$ 157,669
64	59	CÉP de l'Est de l'Ontario	\$ 13,672	\$ 352,604
65	60.1	CSD catholique des Grandes Rivières	\$ -	\$ 97,856
66	60.2	CSD catholique Franco-Nord	\$ -	\$ 40,391
67	61	CSD catholique du Nouvel-Ontario	\$ -	\$ 123,461
68	62	CSD catholique des Aurores boréales	\$ -	\$ -
69	63	CS catholique Providence	\$ 310,074	\$ 278,703
70	64	CSD catholique Centre-Sud	\$ -	\$ 197,356
71	65	CSD catholique de l'Est ontarien	\$ 902	\$ 238,404
72	66	CSD catholique du Centre-Est de l'Ontario	\$ -	\$ 174,016
Estimated Totals			\$ 26,078,257	\$ 31,360,432

*Subject to ratification by all parties and subject to approval by the Lieutenant Governor in Council.
 - Figures shown reflect best estimates available at this time.
 - Special Education Staff Amount is based on the share of the board's total education assistants, child and youth workers and professional student services personnel FTE represented by CUPE.
 - Other Staffing Amount is based on the share of the board's total office, clerical and technical, and custodial & maintenance education workers staff FTE represented by CUPE.
 - Investments in System Priorities is time-limited and will only be provided for the term of the extension (2017-18 and 2018-19).
 - The number of FTE will vary by board based on actual costs including but not limited to salary, benefits, vacation and allowances.

JB

APPENDIX 3

CONFIDENTIAL TO LABOUR RELATIONS

2017-18 -- Community Use of Schools Investment - CUPE			
Index	DSBNo	DSB Name	Investment in CUS - \$840k System Investment
1	1	DSB Ontario North East	\$ 4,951
2	2	Algoma DSB	\$ 4,417
3	3	Rainbow DSB	\$ 6,140
4	4	Near North DSB	\$ 4,719
5	5.1	Keewatin-Patricia DSB	\$ 2,820
6	5.2	Rainy River DSB	\$ -
7	6.1	Lakehead DSB	\$ 3,792
8	6.2	Superior-Greenstone DSB	\$ -
9	7	Bluewater DSB	\$ 7,113
10	8	Avon Maitland DSB	\$ -
11	9	Greater Essex County DSB	\$ 222
12	10	Lambton Kent DSB	\$ 9,693
13	11	Thames Valley DSB	\$ 29,002
14	12	Toronto DSB	\$ 85,953
15	13	Durham DSB	\$ 25,822
16	14	Kawartha Pine Ridge DSB	\$ 12,589
17	15	Trillium Lakelands DSB	\$ 6,961
18	16	York Region DSB	\$ 45,435
19	17	Simcoe County DSB	\$ 17,471
20	18	Upper Grand DSB	\$ 11,029
21	19	Peel DSB	\$ 55,581
22	20	Halton DSB	\$ 21,477
23	21	Hamilton-Wentworth DSB	\$ 17,826
24	22	DSB of Niagara	\$ 14,460
25	23	Grand Erie DSB	\$ 10,719
26	24	Waterloo Region DSB	\$ -
27	25	Ottawa-Carleton DSB	\$ -
28	26	Upper Canada DSB	\$ 12,895
29	27	Limestone DSB	\$ 8,416
30	28	Renfrew County DSB	\$ 4,763
31	29	Hastings and Prince Edward DSB	\$ 6,802
32	30.1	Northeastern Catholic DSB	\$ 1,143
33	30.2	Nipissing-Parry Sound Catholic DSB	\$ 1,291
34	31	Huron-Superior Catholic DSB	\$ 2,064
35	32	Sudbury Catholic DSB	\$ 2,384
36	33.1	Northwest Catholic DSB	\$ 518
37	33.2	Kenora Catholic DSB	\$ -
38	34.1	Thunder Bay Catholic DSB	\$ -
39	34.2	Superior North Catholic DSB	\$ -
40	35	Bruce-Grey Catholic DSB	\$ 1,608
41	36	Huron-Perth Catholic DSB	\$ 47
42	37	Windsor-Essex Catholic DSB	\$ -
43	38	London District Catholic School Board	\$ 7,165
44	39	St. Clair Catholic DSB	\$ 3,211
45	40	Toronto Catholic DSB	\$ 34,196
46	41	Peterborough V N C Catholic DSB	\$ 5,638
47	42	York Catholic DSB	\$ 20,341
48	43	Dufferin-Peel Catholic DSB	\$ 31,209
49	44	Simcoe Muskoka Catholic DSB	\$ 7,466
50	45	Durham Catholic DSB	\$ 8,163
51	46	Halton Catholic DSB	\$ 11,833
52	47	Hamilton-Wentworth Catholic DSB	\$ 165
53	48	Wellington Catholic DSB	\$ 2,950
54	49	Waterloo Catholic DSB	\$ 87
55	50	Niagara Catholic DSB	\$ 8,288
56	51	Brant Haldimand Norfolk Catholic DSB	\$ -
57	52	Catholic DSB of Eastern Ontario	\$ 4,814
58	53	Ottawa Catholic DSB	\$ 231
59	54	Renfrew County Catholic DSB	\$ 1,816
60	55	Algonquin and Lakeshore Catholic DSB	\$ 4,558
61	56	CSD du Nord-Est de l'Ontario	\$ 1,119
62	57	CSD du Grand Nord de l'Ontario	\$ 1,977
63	58	CS Viamonde	\$ 4,747
64	59	CÉP de l'Est de l'Ontario	\$ 6,144
65	60.1	CSD catholique des Grandes Rivières	\$ 3,613
66	60.2	CSD catholique Franco-Nord	\$ 1,260
67	61	CSD catholique du Nouvel-Ontario	\$ 3,574
68	62	CSD catholique des Aurores boréales	\$ -
69	63	CS catholique Providence	\$ 4,228
70	64	CSD catholique Centre-Sud	\$ 6,415
71	65	CSD catholique de l'Est ontarien	\$ 5,191
72	66	CSD catholique du Centre-Est de l'Ontario	\$ 7,802
Total			\$ 638,320

Notes:
 - Provincial system investment of Community Use Of Schools (CUS) based on 2017-18 projected figures with a 3% increase in the allocation.
 - Figures shown reflect best estimates available at this time and are subject to change.
 - Based on the share of the board's total FTE related to School Operation Staff (as reported in 2016-17 Estimates Appendix H) represented by CUPE.

LETTER OF AGREEMENT

BETWEEN

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


AND

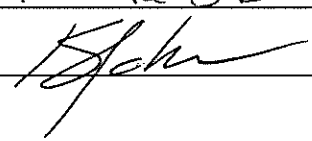
**The Canadian Union of Public Employees
(hereinafter called 'CUPE')**

The parties agree that the Letter of Agreement herein 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.

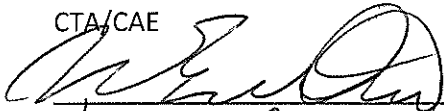
Signed at Toronto, this 20th day of December, 2016.

CUPE

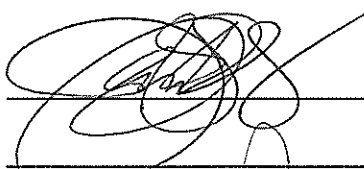




CTA/CAE

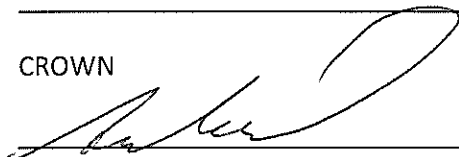


Janet Edwards



Yasser

CROWN



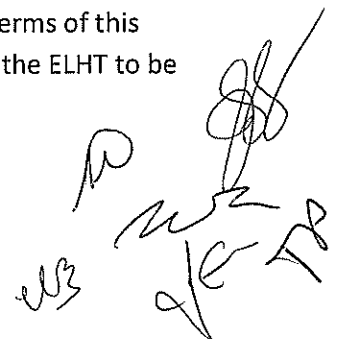
**LETTER OF UNDERSTANDING #9
BETWEEN
THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(HEREINAFTER CALLED 'OPSBA')
AND
THE ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION
(HEREINAFTER CALLED 'OCSTA')
AND
L'ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO
(HEREINAFTER CALLED 'ACEPO')
AND
L'ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES
(HEREINAFTER CALLED '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 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 to be approved by the parties.

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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.

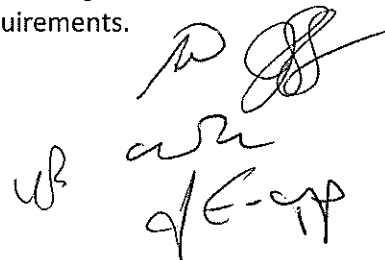
2.0.0 GOVERNANCE

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.

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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 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 (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 (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 has provided to CUPE \$3.5 million of the \$7.0 million startup costs referred to in s.4.1.1 (b) 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 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.

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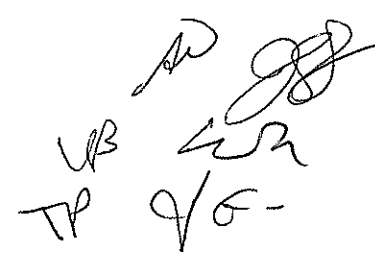
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to 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 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 be 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 bargaining 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 contributions 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 and 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 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.).

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TP
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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.
- 4.2.11 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.

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 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 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;

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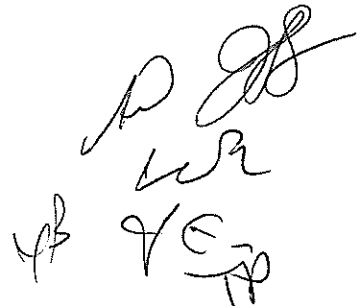
- h. Identifying efficiencies that can be achieved;
 - i. The design and amendment of the Funding policy;
 - j. The investment Policy and changes to the Investment Policy; and
 - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 6.2.0 Under the Funding 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 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.



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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 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 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 or 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.



13.0.0 PRIVACY

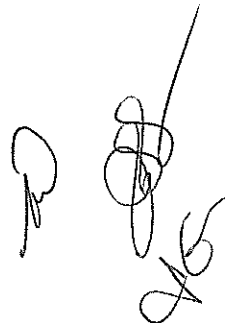
13.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be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

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K. T.

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.

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