

APPENDIX IV

BETWEEN

The Ontario Council of Educational Workers

(Hereinafter 'OCEW')

AND

The Council of Trustees Associations

(Hereinafter The 'CTA')

AND

The Crown

RE: Integration of Consortium Centre Jules-Léger (CCJL)

The parties agree that subject to any issue that may be brought to the Implementation Committee (as contemplated below), this Appendix IV resolves all central matters relating to or arising from the integration of employees employed at the Consortium Centre Jules-Léger ("CCJL") into the OCEW bargaining unit. Unless expressly set out in this Appendix IV, the Central terms (Part A) of the OCEW Collective Agreement shall apply without revision.

1. Application

For purposes of this Appendix IV:

- the "OPSEU Agreement" shall refer to the collective agreement as between OPSEU and the Crown in Right of Ontario as represented by Management Board of Cabinet with an expiry date of December 31, 2021; and
- the "OCEW Agreement" shall refer to the collective agreement as between the parties and the Crown with an expiry date of August 31, 2026.

For purposes only of benefits, sick leave, pension and protected complement, as set out in this Appendix IV:

- Employees employed at CCJL as a "regular" employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as a "Regular" employee, as such term/concept is defined or treated in Part A of the OCEW Agreement;
- Employees employed at CCJL as a "fixed term" employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as being employed in a "Term Assignment", as such term is defined or treated in Part A of the OCEW Agreement;
- Employees employed at CCJL as a "casual" employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as a "Casual" employee, as such term/concept is defined or treated in Part A of the OCEW Agreement; and

- Employees employed at CCJL as a “seasonal” employee, as such term/concept is defined or treated under the OPSEU Agreement, shall be treated as a “Regular” employee, as such term/concept is defined or treated in Part A of the OCEW Agreement.

2. Benefits

Eligible CCJL employees will be transferred to the OCEW Benefits Plan under the OECTA Employee Life and Health Trust (“OECTA ELHT”). With respect to the transition of eligible CCJL employees into the OCEW Benefits Plan delivered through the OECTA ELHT, the parties agree:

- Eligible CCJL employees shall transition to the existing OCEW Benefits Plan on a date agreed to by the parties and the OECTA ELHT, but no later than September 1, 2023.
- Unless expressly addressed herein, the Trustees of the OECTA ELHT shall be responsible for all matters relating to plan design and transitional provisions in accordance with the OECTA ELHT Agreement and Declaration of Trust.

CCJL shall remit payments to the OECTA ELHT based on the negotiated per Full-Time Equivalent (FTE) rate in the Central Terms and the average of the October 31st and March 31st FTE count to be reported by CCJL each year in a manner consistent with Appendix H. For purposes of calculating the overall FTE, only positions classified as “regular” or “seasonal” shall be included per paragraph 1 above.

Subject to provisions in this Appendix IV, the Parties agree that once all eligible employees have transitioned to the OECTA ELHT, all references to existing life, health and dental benefits plans in the applicable local collective agreement for eligible employees shall be removed from that local agreement.

3. Sick Leave

Effective as of the first day of the 2023-2024 school year, the provisions of Article C10 (Sick Leave/Short Term Leave and Disability Plan) shall apply to employees employed as “regular”, “fixed term” or “seasonal”, consistent with the provisions of paragraph 1 above.

For clarity, employees employed as “casual” will not have access to sick leave or short term leave disability under Article C10.

For further clarity, for the period up to the day before the first day of the 2023-2024 school year, sick leave and short-term disability leave eligibility and entitlements, if any, shall be governed by the provisions of the OPSEU Collective Agreement.

4. Pension

Subject to and in accordance with the terms and conditions of the applicable OMERS pension plan in place and as amended from time to time, CCJL employees will be transferred to the applicable OMERS pension plan on a date agreed to by the parties and, if applicable, OMERS, but no later than September 1, 2023.

5. Protected Complement

For purposes of calculating the overall protected complement pursuant to LOA #1, only positions classified as “regular” or “seasonal” shall be included.

6. Implementation Committee

The parties shall convene an Implementation Committee composed of members of OCEW, CCJL, ACÉPO, AFOCSC, and, if and where necessary, the Crown. This Implementation Committee shall be convened upon request of a party and shall be responsible for addressing any matters arising from this Appendix IV or the transition of OCEW employees at CCJL into the OCEW collective agreement.

Any matters that cannot be resolved by the Implementation Committee may, at the applicable party's election, be filed as a grievance pursuant to the Central Grievance Process under Article C5 of the OCEW Collective Agreement.