

## MEETING NOTICE

**Special Meeting**

**Wednesday May 30, 2018**

**12:00 pm, Location: Teleconference Meeting**

**Teleconference Meeting - Out of town, dial: 1-866-398-6951**

**In town, dial: 416-849-1983**

**Participant code: 868985#**

To: Members of the Toronto Lands Corporation

Board Members: David Crombie (Chair), Alexander Brown, Jerry Chadwick, Michael Fenn, Jennifer Quinn, Gerri Gershon, Avtar Minhas, Brenda Patterson, Sheerin Sheikh and Steven Zakem

## AGENDA

1. Call to Order
2. Approval of Agenda
3. Declarations of Possible Conflict of Interest
4. Resolution into Committee of the Whole, In-Camera
5. Committee of the Whole rises and reports and reconvenes in Public
6. New Business
7. Adjournment

## MEETING NOTICE

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## AGENDA

1. Call to Order
2. Approval of Agenda
3. Declarations of Possible Conflict of Interest
4. Participation Agreement between the Toronto Lands Corporation and the Ontario Non-Union Education Trust (ONE-T) (Rpt. #2018-05-647)
5. New Business
6. Adjournment
7. Committee of the Whole Rises and Reports and Reconvenes in Public

Page 1

**TORONTO LANDS CORPORATION**  
**Participation Agreement between the Toronto Lands Corporation and the Ontario Non-Union Education Trust (ONE-T)**

**TO** Chair and Members of the Toronto Lands Corporation 30 May 2018

**RECOMMENDATION** **IT IS RECOMMENDED that the Participation Agreement between the Toronto Lands Corporation (TLC) and the Ontario Non-Union Education Trust (ONE-T), as identified in TDSB's report, enclosed as *Appendix 1*, be approved.**

**RATIONALE** **Background**

The education sector has been undergoing a transformation and streamlining of health, life and dental benefit plans. Starting April 1, 2018, benefits will be provided through the Ontario Non-Union Education Trust (ONE-T) – an employee life and health trust (ELHT), established exclusively for all non-union education sector employees in Ontario. The trust will provide benefits to approximately 7,500 Principals/Vice-Principals (P/VPs), and 7,500 management and non-union employees. ONE-T's total membership is about 15,000 members.

Effective 1 June 2018, non-union employees of TDSB and TLC will be transitioned to ONE-T. In order to enable the transition of TLC employees into ONE-T, a Participation Agreement requires approval by the Board of TLC.

**IMPLEMENTATION AND REVIEW** The TLC-TDSB Shareholder's Direction under *Section 8.8 Employees* states:

*In relation to benefits plans including WSIB, the TDSB will provide for TLC staff the opportunity to enroll in TDSB plans, allow TLC staff to benefit from the same health care opportunities available and applicable to TDSB.*

The Shareholder's Direction provides for TLC to enroll and/or accept a new TDSB benefits plan and is currently requesting approval of the Participation Agreement in order to transition into the new plan.

**APPENDIX** Appendix 1: TDSB Report- Participation Agreement between the Toronto Lands Corporation and the Ontario Non-Union Education Trust (ONE-T) – Private

**FROM**

Daryl Sage, Executive Officer, Toronto Lands Corporation, at dsage.tlc@tdsb.on.ca or at 416-393-0575 and Craig Snider, Executive Officer, Finance, TDSB, at craig.snider@tdsb.on.ca or at 416-395-8469.

**ROUTING**

TLC Board

30 May 2018

GO5 (2018 Board Mtgs/30 May 2018/ Participation Agreement between the Toronto Lands Corporation and the Ontario Non-Union Education Trust (ONE-T))lp.8000  
Last update: May 25, 2018



## **Participation Agreement between the Toronto Lands Corporation and the Ontario Non-Union Education Trust (ONE-T) – Private**

**To:** To the Chair and Members of the Toronto Lands Corporation

**Date:** 30 May 2018

**Report No.:** 2018-05-647

### **Strategic Directions**

Make every school an effective school;  
Build leadership within a culture of adaptability, openness and resilience; and  
Form strong and effective relationships and partnerships.

### **Recommendation**

It is recommended that the Participation Agreement between the Toronto Lands Corporation and the Ontario Non-Union Education Trust (ONE-T) be approved.

### **Context**

Effective 1 June 2018, the Toronto Lands Corporation (TLC) benefit plans will transition to ONE-T, which was established exclusively for all non-union education sector employees in Ontario.

In order to enable the transition of TLC employees into ONE-T, a Participation Agreement requires approval. The Participation Agreement is attached as Appendix A. The Participation Agreement is to be signed by both the TLC and the Toronto District School Board (TDSB) as outlined in the attached memorandum from the Ontario Public School Boards' Association (Appendix B).

### **Action Plan and Associated Timeline**

The signed Participation Agreement is required by 31 May 2018.

### **Resource Implications**

Not applicable.

### **Communications Considerations**

The TDSB'S Benefit Department is working with TLC staff to inform them of the change in benefit plans.

**Board Policy and Procedure Reference(s)**

Not applicable.

**Appendices**

Appendix A: Participation Agreement between the Toronto Lands Corporation  
and the Ontario Non-Union Education Trust (ONE-T)

Appendix B: Memorandum from Wayne McNally of OPSBA

**From**

Daryl Sage, Chief Executive Officer, Toronto Lands Corporation at  
[daryl.sage@tdsb.on.ca](mailto:daryl.sage@tdsb.on.ca) or at 416-393-0575.

Craig Snider, Executive Officer, Finance at [craig.snider@tdsb.on.ca](mailto:craig.snider@tdsb.on.ca) or at 416-395-8469.

**Routing**

Toronto Lands Corporation Board

30 May 2018

**Ontario Non-Union Education Trust (ONE-T)/  
Fiducie des employés non-syndiqués en éducation de l'Ontario (FENSEO)**

**OTHER PARTICIPATION AGREEMENT**

The Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

**B E T W E E N:**

**Toronto Lands Corporation**

- and -

**Ontario Non-Union Education Trust/Fiducie des employés non-syndiqués en  
éducation de l'Ontario ELHT BY ITS TRUSTEES  
(the "Trustees")**

In consideration of the Toronto Lands Corporation becoming a Participating Employer in the Ontario Non-Union Education Trust/Fiducie des employés non-syndiqués en éducation de l'Ontario ELHT ("ONE-T") in respect of its employees who meet the eligibility conditions commencing June 1, 2018 ("Participation Date"), and making contributions to the Trust in accordance with this Participation Agreement; and in consideration of the Trustees making health and welfare benefits available to the Participating Employees in accordance with this Participation Agreement, the Trustees and the Participating Employer agree as follows:

1. **Definitions.** For ease of reference, all capitalized terms not defined herein or under the CAEAS-ECAB Benefit Plan shall have the meanings ascribed to them in the Agreement establishing ONE-T dated March 8, 2018, as amended from time to time (the "Trust Agreement") and as attached hereto as Appendix A.
2. **Benefit Plan.** The Trustees shall administer the CAEAS-ECAB Benefit Plan for the Participating Employees in accordance with and subject to the Trust Agreement. A copy of the CAEAS-ECAB Benefit Plan is attached as Appendix B. The Trustees may amend the CAEAS-ECAB Benefit Plan in accordance with the Trust Agreement. The CAEAS-ECAB Benefit Plan may provide, or be amended to provide, different benefit structures for different groups of Participating Employees. The Trustees shall notify the Participating Employer and the Participating Employees of the proposed changes at least 60 days prior to the effective date of the change.
3. **Administrative Agent.** In accordance with the Trust Agreement, the Trustees may deliver services related to the CAEAS-ECAB Benefit Plan through a third party (the "Administrative Agent") in conjunction with the services it provides to other beneficiaries of ONE-T or other Separate Accounts, or pursuant to any shared service arrangements with other Employee Life and Health Trusts.

4. **Obligations of the Participating Employer.** The obligations of the Participating Employer under sections 5, 11, 12 and 13 of this Participation Agreement shall be performed by a **Toronto District School Board** or another participating employer of ONE-T with the consent of the Trustees.
  5. **Monthly Contributions.** From and after Participation Date, and in consideration of the provision of Benefits to Participating Employees, under the CAEAS-ECAB Benefit Plan by the Trustees, and of the Trustees' expenses related to the CAEAS-ECAB Benefit Plan, the Participating Employer shall make equal monthly instalments of the annual Participating Employer Contribution, per FTE as determined through Schedule A of the Trust Agreement to be remitted by the Participating Employer to the Trustees by the first day of each month (the "Monthly Employer Contribution").
    - an annual Participating Employer Contribution, contribution for each Participating Employee is \$5,797, effective June 1, 2018 to August 31, 2018, and \$6,028 effective September 1, 2018 to August 31, 2019. Subsequent rates will be determined and communicated to the Participating Employer by the Trust as per Letter of Agreement (LOA) #8 (forming part of the Memorandum of Settlement for principals and vice-principals executed on April 18, 2016, as amended by an Extension Agreement and an Amendment Letter ("Amendment Letter") both dated May 18, 2017 between the Crown, the Trustees' Associations and the Principals' and Vice-Principals' Associations. The Trustees shall provide a minimum of ninety (90) days' notice of any change to the per FTE Participating Employer Contribution amount.
- Non-unionized employees groups are party to the Trust as per the LOA #8, as the Trust provides benefits to non-unionized education workers based on the funding available to the employee groups.
6. **Separate Account.** Monthly Contributions shall be added to the CAEAS/ECAB Separate Account, and Benefit costs and all other expenses in relation to CAEAS/ECAB Benefit Plan or the CAEAS/ECAB Separate Account shall be deducted from the CAEAS/ECAB Separate Account. The assets of the CAEAS/ECAB Separate Account, together with earnings thereon, shall be the exclusive source of funding for the CAEAS/ECAB Benefit Plan.
  7. **Employer Predecessor Plan Surpluses.** Surpluses in predecessor benefit plans shall be allocated in accordance with Schedule E of the Trust Agreement. Member shares of any such surplus shall be paid by Participating Employers into the CAEAS/ECAB Separate Account within 90 days of the participation date or the release of the funds from the predecessor benefit plan's insurance carrier.
  8. **Failure to Comply with this Agreement.** In the event that the Participating Employer fails to comply with any of the requirements set out in this Participation Agreement or the Trust Agreement, the Trustees may take legal proceedings or other steps as set out in the Trust Agreement to enforce the Participating



Employer's obligations, including the Participating Employer's obligation to pay Employer Contributions and to remit Participating Employee Contributions. If the Participating Employer is delinquent in making or remitting Monthly Participating Employer or Employee Contributions, the Participating Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Trust Agreement.

9. **Parties Rights.** Neither the Parties hereto, nor any Participating Employer, Participating Employee, Beneficiary, or any other person, association, firm or corporation, shall have any right, title or interest in or to the assets of the Fund or any Separate Account, except as specifically provided by the Trust Agreement or a Plan and as may be permitted by Applicable Law; provided however that nothing in the Trust Agreement shall prevent a Contribution, made by a Participating Employer or Participating Employee by mistake of fact, from being returned by the Trustees to such person.
10. **Appointment of Trustees.** The Participating Employer and the Participating Employees acknowledge that by virtue of this agreement they have no right to appoint or participate in the appointment of Trustees under the Trust Agreement.
11. **Provision of Data.** The Participating Employer agrees to provide to the Trustees, or, in the Trustees' discretion, the Administrative Agent, all information which the Trustees may reasonably require, including the data required pursuant to Schedule "C" of the Trust Agreement, in order to properly record and process Contributions and to establish and maintain benefit records for each eligible employee, without charge or compensation. All data shall be provided by the Participating Employer electronically at the time or times required by the Administrative Agent, in a format acceptable to the Administrative Agent.
12. **Ongoing Data Requirements.** As required, from and after the Participating Employer's Participation Date, or within such other time as requested by the Trustees, the Participating Employer shall provide all relevant data updates for Participating Employees to the Administrative Agent, in an electronic format compatible with the Administrative Agent's systems.
13. **Leaves of Absence.** During all leaves of absence, including long-term disability where applicable, the Participating Employer shall continue to provide electronic updates of Participating Employees' work status to the Trustees (or, at their direction, the Administrative Agent), including changes in types of leaves of absence, at least two (2) weeks in advance of the leave, where possible.
14. **Information on CAEAS-ECAB Benefit Plan Enrollment:**
  - (a) The Participating Employer shall receive a copy of the benefit communication material provided to Participating Employees by the Administrative Agent prior to the enrolment period. The Participating Employer shall direct Participating Employee inquiries regarding benefit plan enrolment to the Administrative Agent. and

- (b) The Participating Employer shall receive a copy of the benefit communication material provided to new Participating Employees by the Administrative Agent. The Participating Employer shall direct Participating Employee inquiries regarding benefit plan enrolment for new hires to the Administrative agent.
15. **Confidential Information.** All personal information about employees provided to the Administrative Agent of the Trust pursuant to this Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees), employees of the Administrative Agent, a service provider authorized by the Trustees, the individual to whom the Confidential Information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the Trust's Privacy Statement. The Trustees will provide to the Participating Employer, at its request, a copy of the Trust's Privacy Statement.
16. **Termination.** This Participation Agreement may be terminated by the Participating Employer only with the consent of the Trustees on a date ("Termination Date") and on such terms as are mutually agreed. It may also be terminated by the Trustees as of a Termination Date, specified in a written notice, which is at least 180 days after the day of the notice. In the event of a termination, the Trustees shall prepare a terminal accounting statement and provide it to the Participating Employer within 180 days after the Termination Date. The Trustees shall have no liability to pay any claims for Benefits incurred by Participating Employees after the Termination Date.
17. **Contact.** The Participating Employer may contact ONE-T as follows:

Name of Contact:  
Address:  
Phone:  
Fax:  
Email:

ONE-T may contact the Participating Employer, Toronto Lands Corporation as follows:

Name of Contact:  
Address:  
Phone:  
Fax:  
Email:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

TORONTO LANDS CORPORATION

\_\_\_\_\_  
Name:

Toronto District School Board

\_\_\_\_\_  
Name:

ONE-T/FENSÉO, BY ITS TRUSTEES

\_\_\_\_\_  
Name:

Appendix "A" – Trust Agreement  
Appendix "B" – CAEAS/ECAB Benefit Plan



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Laurie French  
President  
  
W.R. (Rusty) Hick  
Executive Director

### Memorandum

**TO:** Craig Snider, Toronto District School Board

**FROM:** Wayne McNally, Director of Finance

**Date:** May 18, 2018

**RE:** TLC Participation Agreement

You have requested an explanation of why the participation agreement is required to bring staff of the Toronto Lands Corporation into the ONE-T trust for provision of life, health & dental benefits under the ECAB benefit plan. Also you have requested an explanation regarding the signatories required on the participation agreement. I have not requested a legal opinion regarding your specific questions but can provide you with my understanding based on my involvement in drafting and reviewing the various trust agreements and participation agreements with various legal counsel.

- You have informed OPSBA that Toronto Lands Corporation (TLC) is a wholly owned separate legal entity of the Toronto District School Board (TDSB) and TLC directly employs their staff (TDSB is not the employer of TLC staff). The ONE-T trust agreement defines participants eligible for the trust as follows and TLC staff are eligible under clause 1(ss)(iii):
  - 1.(ss) "Participant " means a person who:
    - (i) is a PVP employed by a Participating Employer ("PVP Participants");
    - (ii) is a Non-Union Employee (School Board) covered by a Participation Agreement ("CAEAS/ECAB Participants"); or
    - (iii) is a Non-Union Employee (Eligible Employer) who is employed by a Participating Employer that is party to an Other Participation Agreement ("Other Participants");
- TLC is an eligible employer under the ONE-T trust agreement as follows:
  - 1. (cc) "Eligible Employer" means a School Board, each Trustees' Association, CAEAS/ECAB and each Principals' and Vice-Principals' Association that is a Party hereto, in their capacity as employers, any existing (as at the date of this Agreement) transportation or back office consortium providing services to School Boards, and such other employer of non-unionized employees in the publicly funded elementary and secondary education sector in Ontario as agreed by the Parties from time to time;

- TLC employees are not TDSB employees but they are eligible for the ONE-T trust under the trust agreement through a separate participation agreement.
- Signatories to the Participation Agreement – While the participation agreement is between TLC and ONE-T trust the trust requesting that TDSB also sign the agreement as there are participating employer obligations set out in the agreement that are being performed by the Toronto District school Board per clause 4 of the agreement as follows:

Clause 5 – Monthly Contributions

Clause 11 – Provision of Data

Clause 12- Ongoing Data requirements

Clause 13 – Leaves of Absence