ONTARIO LABOUR RELATIONS BOARD

Labour Relations Act, 1995

OLRB Case No: 1995-14-U
Unfair Labour Practice

Canadian Union of Public Employees, Applicant v Algoma District School Board, Bluewater District School Board, Durham Catholic District School Board, Lakehead District School Board, Limestone District School Board, London District Catholic School Board, Northeastern Catholic District School Board, Peterborough Victoria Northumberland and Clarington Catholic District School Board, Sudbury Catholic District School Board, Toronto District School Board, Responding Parties v The Crown in Right of Ontario as represented by the Ministry of Education, Intervenor

COVER LETTER

TO THE PARTIES LISTED ON APPENDIX A:

The Board is attaching the following document(s):

Decision - November 27, 2014

DATED: November 27, 2014

Catherine Gilbert
Registrar

Website: www.olrb.gov.on.ca

Address all communication to:

The Registrar
Ontario Labour Relations Board
505 University Avenue, 2nd Floor
Toronto, Ontario M5G 2P1
Tel: 416-326-7500
Toll-free: 1-877-339-3335
Fax: 416-326-7531

ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **1995-14-U**

Canadian Union of Public Employees, Applicant v **Algoma District School Board**, Bluewater District School Board, Durham Catholic District School Board, Lakehead District School Board, Limestone District School Board, London District Catholic School Board, Northeastern Catholic District School Board, Peterborough Victoria Northumberland and Clarington Catholic District School Board, Sudbury Catholic District School Board, Toronto District School Board, Responding Parties v The Crown in Right of Ontario as represented by the Ministry of Education, Intervenor

BEFORE: Matthew R. Wilson, Vice-Chair

APPEARANCES: Devon Paul, Mona Staples and Monique Drapeau appearing for the applicant; Michael A. Hines, Dolores M. Barbini, John-Paul Alexandrowicz, Carolyn L. McKenna, Darren J. Kahler, Frank Perruccio and Leola Pon appearing for the responding party; David Strang and Ferina Murji appearing for the intervenor

DECISION OF THE BOARD: November 27, 2014

1. This is an application by the Canadian Union of Public Employees ("CUPE") pursuant to s. 96 of the *Labour Relations Act, 1995*, S.O. 1995, c. 1, as amended (the "Act") alleging that the responding parties altered the terms and conditions of employment during the statutory freeze period in breach of s. 86(1) of the Act. The responding parties are ten school boards: Algoma District School Board, Bluewater District School Board, Durham Catholic District School Board, Lakehead District School Board, Limestone District School Board, London District Catholic School Board, Northeastern Catholic District School Board, Peterborough Victoria Northumberland and Clarington Catholic District School Board, Sudbury Catholic District School Board, and Toronto District School Board ("school boards").

2. The Board has been advised that the allegations against the Sudbury Catholic District School Board are resolved and the application is withdrawn against this responding party.

3. It is alleged that the school boards inappropriately laid off employees in violation of a Letter of Understanding ("LOU") during a statutory freeze period. It is necessary to set out the legislative framework and context of the LOU.

LEGISLATIVE FRAMEWORK

4. On August 16, 2012 the Ontario government announced Bill 115, the *Putting Students First Act 2012* ("PSFA"). The Act was given royal assent on September 11, 2012 and proclaimed in force on September 12, 2012. Pursuant to the PSFA, parties were expected to reach local agreements consistent with the terms set out in the PSFA by December 31, 2012.

5. The Ministry of Education and CUPE signed a Memorandum of Understanding dated December 31, 2012 ("CUPE MOU #1"). School boards were not a party to the CUPE MOU #1. However, it was CUPE's understanding that CUPE MOU #1 would be appended to all collective agreements between CUPE and the school boards.

6. On January 21, 2013, by Order in Council made under section 9(2)(2) of the PSFA, collective agreements were imposed for bargaining units represented by CUPE, among others, where the parties had not yet reached local agreements. These imposed agreements were made effective for two years from September 1, 2012 to August 31, 2014.

7. Collective agreements were imposed on the following school boards and CUPE pursuant to the PSFA and as specifically set out in Schedule A of the January 21, 2013 Order in Council:

a. Algoma District School Board
b. Bluewater District School Board
c. Northeastern Catholic District School Board
d. Toronto District School Board

8. The following school boards were able to reach a local agreement with CUPE and those local agreements were approved by the Ministry of Education:

a. Durham Catholic District School Board
b. Lakehead District School Board
c. Limestone District School Board
d. London District Catholic School Board
e. Peterborough Victoria Northumberland and Clarington Catholic District School Board

9. The individual collective agreements reached between each of the school boards and CUPE were effective from September 1, 2012 to August 31, 2014. The collective agreements included the CUPE MOU #1.

10. The PSFA was repealed on January 23, 2014; however, the collective agreements remained in place until August 31, 2014.

11. CUPE MOU #1 stated the following:

> **A. Term**
>
> 1. The term of the collective agreement within the scope of this MOU is two (2) years (September 1, 2012 to August 31, 2014).

12. CUPE MOU #1 contains a Letter of Understanding, which is the source of the dispute in this application. It reads, in part, as follows:

> **M. Letter of Understanding – Job Security**
>
> Whereas the parties are negotiating in a context where the protection of government initiatives for students and the preservation of jobs have been identified as government priorities;
>
> Where the parties agree that any reduction in funding which directly or indirectly affect student services or the preservation of jobs should not be undertaken without prior consultation by the government with the parties and due consideration by the government to the concessions made in the context of the renewal of the Collective Agreement;
>
> Whereas it is the mutual desire of the parties to protect existing workforce complement without restricting its growth;

1. For school years 2012-2013, except in cases of a catastrophic or unforeseeable event or circumstance (e.g. school closed as a result of a fire), the Board undertakes to maintain its Protected Complement.

2. For school year 2013-2014, 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.

3. Where complement reductions are required pursuant to paragraph 2b) or c) 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.

4. For the purpose of this Letter of Understanding, at any relevant time, the Board's Protected Complement is equal to:

   a. ☐☐FTE (excluding temporary, casual and/or occasional positions) as of August 31, 2012. (Memorandum note: ☐ is the FTE number to be agreed to by the parties through consultation at the bargaining unit level.)

   b. minus any FTE attrition of bargaining unit members which occurs after the date of this Letter of Understanding.

5. Reductions as may be required in 2(b) and (c) 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).
>
> 6. This Letter of Understanding expires on August 31, 2014.

13. This LOU provides for a protected complement of full-time equivalent ("FTE") positions. The protected complement is a generic formula that applies to each school board and, when applied, determines the protected number of FTE positions for the 2012-2013 and 2013-2014 school years. The LOU also sets out a process to be followed if the number of FTE positions is reduced. Finally, it specifically sets out an expiry of August 31, 2014.

14. The LOU formed part of the collective agreement for each of the school boards and CUPE. For some, it was agreed to and for others it was imposed.

15. Although it is not directly relevant to this dispute, the Ministry of Education entered into a second Memorandum of Understanding with CUPE ("CUPE MOU #2") that stated as follows:

> In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.

16. CUPE delivered notice to bargain to the school boards separately pursuant to the Act and delivered notice to bargain to the employer bargaining agency pursuant to the *School Boards Collective Bargaining Act, 2014*, S.O. 2014, c. 5 ("SBCBA").

17. It is within this context that a dispute arose between the school boards and CUPE about certain layoffs that occurred in the 2014-2015 school year.

FACTS

18. I will briefly review the facts necessary to determine the preliminary issue in this case.

19. Each of the school boards laid off employees or reduced the hours of work for certain employees in the 2014-2015 school year. I will refer to this generally as layoffs. The layoffs took effect after September 1, 2014. I did not hear evidence about these layoffs and it is not necessary for me to describe the specific numbers of layoffs for each school board or the reasons underlying the decisions of each school board. Suffice it to say that CUPE alleges that the layoffs resulted in a reduction of the FTE positions below the level permitted in the LOU. The school boards argue that the LOU has expired, but also put forward an explanation for the layoffs and takes the position that they do not violate the LOU.

20. CUPE filed grievances under the collective agreements with each of the Boards. Some of the grievances were policy grievances, while other grievances were individual grievances. Understandably, the grievances were handled differently by each of the school boards, with some, if not all, being held in abeyance.

21. From a review of the pleadings, it appears the number of grievances range from 62 grievances filed with the Algoma District School Board to 1 grievance for the Lakehead District School Board.

22. At the time of the application, the grievances had not been referred to arbitration.

POSITIONS OF THE PARTIES

23. The school boards made a preliminary motion that the Board ought to defer the application pending the outcome of the grievances. It relies on s. 86(3) of the Act, which empowers an arbitrator to determine whether s. 86(1) of the Act has been violated.

24. The school boards argue that this is an appropriate case for deferral because (a) the issue requires an interpretation of the LOU, which is more appropriate for a labour arbitrator; (b) there is complete congruence between the contractual issues and the statutory issues that would be before the labour arbitrator; and (c) the school boards

are entitled to have the grievances proceed under the grievance and arbitration process negotiated in the individual collective agreements.

25. The school boards rely on *Fortinos Supermarket Limited*, [1993] OLRB Rep. October 974; *Toronto District School Board*, 2002 CanLII 38330 (ON LRB); *Provincial Papers Inc., a subsidiary of Rolland Inc.*, [2002] O.L.R.D. No. 1673; Ottawa (City), 2005 CanLII 38757 (ON LRB); *Maple Leaf Consumer Foods Inc.*, [2006] O.L.R.D. No. 4075; *Scott Environmental Group Limited*, 2010 CanLII 26769 (ON LRB); *C.E.P. Local 16-0 v. Sifto Canada Corp.*, 2011 CarswellOnt 5270, [2011] O.L.R.D. No. 2242; *WU.F.A. v. University of Windsor*, 2011 CarswellOnt 10854 (ON LRB); *L'Association des enseignantes et des enseignants franco-ontariens*, 2013 CanLII 62321 (ON LRB); *Dufferin-Peel Catholic District School Board v. OECTA*, 2013 CarswellOnt 12995 (OLRB); *The Corporation of the County of Lambton*, 2013 CanLII 48880 (ON LRB); *London District Catholic District School Board*, 2013 CanLII 54945 (ON LRB); *C.L.A.C. v. S.E.I.U., Local 204*, 1985 CarswellOnt 1194 (ON LRB).

26. The Ministry supports the school boards' position.

27. CUPE argues that the Board should hear the application because it requires an interpretation of s. 86(1) of the Act and this is an important provision that has broader implications for all workplace parties. It asserts that a deferral to arbitration would result in multiple proceedings before different arbitrators across the province.

28. CUPE did not dispute that there was congruence between the statutory interpretation issue and the collective agreement issue. It agreed that an arbitrator would have the authority to deal with the entire matter, including the remedy. However, CUPE points to the inefficiencies of multiple proceedings as well as the risk of inconsistent decisions as reasons for the Board to assume jurisdiction.

29. In the alternative, CUPE asks the Board to decide the statutory issue and then, if appropriate, defer the application until the grievances are decided. This would avoid the undesirable risk of arbitrators deciding the question under s. 86(1) of the Act differently. Finally, CUPE argues that if the school board's motion to defer is successful, the Board should order the school boards not to raise any preliminary objections based on timeliness.

30. CUPE relies on *The General Hospital of Port Arthur*, 1986 CanLII 1375 (ON LRB); *White Spot Ltd. (Re)*, [1988] B.C.L.R.B.D. No.

242; *Gisborne Design Services Ltd. (Re)*, [1988] B.C.L.R.B.D. No. 119; *Battlefords Ambulance Care Ltd. (Re)*, [1996] S.L.R.B.D. No. 41; and *Union Carbide Canada Limited*, 1992 CanLII 6318 (ON LRB).

ANALYSIS

31. The relevant provisions of the Act are as follows:

> **86.** (1) Where notice has been given under section 16 or section 59 and no collective agreement is in operation, no employer shall, except with the consent of the trade union, alter the rates of wages or any other term or condition of employment or any right, privilege or duty, of the employer, the trade union or the employees, and no trade union shall, except with the consent of the employer, alter any term or condition of employment or any right, privilege or duty of the employer, the trade union or the employees,
>
> (a) until the Minister has appointed a conciliation officer or a mediator under this Act, and,
>
> (i) seven days have elapsed after the Minister has released to the parties the report of a conciliation board or mediator, or
>
> (ii) 14 days have elapsed after the Minister has released to the parties a notice that he or she does not consider it advisable to appoint a conciliation board, as the case may be; or
>
> (b) until the right of the trade union to represent the employees has been terminated, whichever occurs first.
>
> …
>
> (3) Where notice has been given under section 59 and no collective agreement is in operation, any difference between the parties as to whether or not subsection (1) of this section was complied with may be referred to arbitration by either of the parties as if the collective agreement was still in operation and

> section 48 applies with necessary modifications thereto.

32. This is a case about whether s. 86(1) of the Act has the effect of freezing the provisions of the CUPE LOU #1 and, if so, what are the implications of such a freeze.

33. The decision to defer to arbitration is discretionary and the Board has favoured deferral when: (1) the nature of the dispute is primarily contractual or factual; (2) the statutory issue is congruent with the resolution of the contractual dispute; (3) the relief at arbitration would satisfy the relief sought for the alleged conduct of the employer; (4) the resolution of the unfair labour practice complaint will not eliminate the need for arbitration; and (5) there is a risk of inconsistent findings between the Board and the arbitrator (see *The Corporation of the County of Lambton supra*).

34. In the seminal decision *Valdi Inc.*, *supra*, the Board stated:

> This congruence between the contractual dispute and the overlying unfair labour practice complaint is significant in the sense that the Board is able to take the view that the matter is primarily a contractual or factual difference between the parties.

35. In *Valdi, supra*, the Board elaborated on when it is more difficult to characterize a dispute as factual:

> However, where key provisions of the Labour Relations Act require important elaboration and application or where the employer's or trade union's conduct represents a total repudiation of the collective bargaining process, it becomes more difficult to characterize the complaint as essentially contractual. It is in these situations that the Board has asserted its jurisdiction.

36. The application does not involve broader issues about intimidation, interference or coercion. Thus, it is clear (and this was not disputed by CUPE) that a labour arbitrator has the jurisdiction to decide the grievance and also has the full scope of remedial tools that may be necessary. It is not as though the labour arbitrator could only hear part of the issue and then be required to remit other issues back to the Board. In this respect, I agree with counsel for the school

boards that there is complete congruence with the contractual interpretation issue and the alleged breach of the Act.

37. The application does not raise broader issues about provisions of the Act that require important elaboration or application. I do not accept CUPE's submission that there is a lacuna in the law or that the application raises broader policy questions that the Board is best suited to answer. Such a case might arise if the allegations were broader than whether s. 86(1) of the Act extends the obligations of the LOU. For example, allegations of intimidation, coercion or undermining of the bargaining unit might involve broader issues that compel the Board to hear the case.

38. In the Board's view, the issues raised in the application are similar to those raised in *City of Ottawa, supra*. In that case, the contractual dispute was whether there was an entitlement to overtime. The issue was whether the City violated s. 86 of the Act by ceasing payment of the overtime after receipt of the Union's notice to bargain. The Board was not persuaded that the exercise of statutory rights was central to the real issue between the parties, which was whether overtime was payable:

> While the application raises an interesting policy issue concerning the application of the freeze, it is not central to the administration of the Act.

39. Even in cases where broader allegations are made, the Board has favoured deferral to arbitration. In *The University of Windsor supra*, there were allegations that sections 17, 70, 72, 76 in addition to s. 86 of the Act had been violated. Specifically, it was alleged that the employer improperly undermined the union by unilaterally entering into, or attempting to enter into, six voluntary contract termination agreements. The Board found that the central issue was whether the employer violated the collective agreement. In adjourning the application pending the arbitration, the Board stated:

> The parties have a mature bargaining relationship. They have been in that relationship for decades. They are currently engaged in collective bargaining for the purpose of renewing their collective agreement. The dispute over the VCTAs has not hindered the current round of bargaining (although it has led to a different opinion concerning whether the old collective

> agreement language should be amended or new provisions added).

40. In the instant case, there is no allegation that the collective bargaining process is being undermined. I heard from all three parties that the collective bargaining process – a new process under a new statutory framework – is underway.

41. Furthermore, the conduct of the parties also does not suggest that the collective agreement or the collective bargaining process is being repudiated. CUPE filed grievances. The school boards responded to the grievances. The school boards seek to have the grievances resolved or decided by labour arbitrators appointed pursuant to the individual collective agreements. The Board views this process as the appropriate way to deal with contractual disputes. It should also be noted that CUPE has access to the Ministerial appointment process under the Act. Its ability to have these grievances decided is not being undermined or frustrated by the school boards.

42. Further support for deferral to arbitration can be found in s. 86(3) of the Act, which gives an arbitrator the authority to determine whether the employer complied with the statutory freeze provisions in s. 86(1) of the Act. This was a relevant factor for the Board in *L'Association des enseignantes, supra*. In that case, the union alleged that two school boards contravened s. 86 of the Act by refusing to implement a pay increase. The Board found that the nature of the dispute was primarily contractual and that s. 86(3) of the Act favoured deferral to arbitration:

> It seems to me that the nature of the dispute raised in this application is primarily contractual, as revealed by the substantive relief requested. Furthermore, it appears to me that section 86(3) offers the Board a strong indication of a statutory preference that freeze allegations pertaining to parties in a subsisting collective bargaining relationship that has been governed by a collective agreement be dealt with through the arbitration procedures of the collective agreement.

43. CUPE argues that s. 86(3) of the Act is not directory and the Board should not interpret it as requiring deference to arbitration. I agree with CUPE's interpretation of s. 86(3) of the Act. It merely

empowers an arbitrator to apply s. 86(1) of the Act; it does not require the Board to defer to arbitration. But, s. 86(3) of the Act also makes this case even more appropriate to defer to arbitration since the arbitrator can determine whether the freeze provisions in s. 86(1) of the Act extends the terms of the LOU and, if necessary, determine the merits of the grievances and award the appropriate relief.

44. In the instant case, the Board is satisfied that the nature of this dispute requires an analysis of the contractual obligations of the school board with respect to the protected complement set out in the LOU and the duration of those obligations. Although the analysis must be done in the context of the statutory obligations in s. 86(1) of the Act, the crux of the case depends on the interpretation of the LOU in the collective agreement. The Board does not typically engage in collective agreement interpretation. This is precisely the area of expertise of a labour arbitrator.

45. The individual context of the layoffs in each school board also supports a deferral to arbitration. The layoffs were made based on individual circumstances at each school board: attrition, reduced enrolment, funding issues, etc. Both the school board and CUPE will undoubtedly have much to say about how the formula and the calculation set out in the LOU ought to be applied based on those individual circumstances. An arbitrator is best suited to hear the evidence and determine the merits of the position.

46. The Ministry described the current collective bargaining process under the new framework proscribed by the *School Boards Collective Bargaining Act, 2014*. The Board was advised that the parties are engaged in the process of identifying issues that will either be bargained locally or centrally. The Ministry argued that CUPE's position essentially undermines this process because it frames the issue as a central issue. In other words, by identifying a common issue across school boards and bargaining units, CUPE's position would essentially make the Protected Complement a central issue.

47. In response, CUPE makes an argument about efficiency and efficacy. It argues that it makes little sense to have multiple arbitration hearings being held across the province on the same issue. This could lead to different outcomes on either the threshold question about the application of s. 86(1) of the Act or the merits of the grievances. CUPE argues that all of this could be avoided if the Board assumed jurisdiction over the application.

48. The Board is sympathetic to the prospect of nine or more arbitration hearings being held simultaneously across the province and the resources that this might consume. However, the school boards have a right under the individual collective agreement to defend against the grievances using the arbitration process set out in their own collective agreement.

49. The existing framework unfortunately creates a collective agreement web with an LOU negotiated between one party to the collective agreement and the Ministry which was either legislatively imposed on both parties to the collective agreement or negotiated under the prospect of being legislated. Each collective agreement has its own grievance and arbitration process that operates separately from the other collective agreements. While it appears that there will be a grievance and arbitration process for central issues under the *SBCBA*, such a framework does not exist with respect to the issues as they exist in this case. Thus, for at least a short period, there might be times where issues that are common to several school boards are subject to individual grievance and arbitration procedures.

50. CUPE's alternative argument, that the Board should decide whether s. 86(1) of the Act extends the obligations and then, if necessary, defer to the arbitration process, would require the Board to parse two issues that are intertwined. The analysis under s. 86(1) of the Act requires an analysis of not only the rights and obligations established by the collective agreement, but also the privileges and duties (see *Sisters of St. Joseph of the Diocese of London,* [1979] OLRB Rep. August 795). In the Board's view, it would be artificial to examine whether s. 86(1) of the Act had any application to the LOU, and if so, to what extent, without also engaging in analysis of the rights, obligations, privileges and duties. As argued by the school boards, s. 86(1) of the Act is not a stand-alone right. It is stitched together with the collective agreement and must be considered along with the collective agreement.

51. The Board is also not willing to impose conditions on the school boards about preliminary positions that may or may not be taken before an arbitrator. First, it is doubtful that the Board has the jurisdiction to make such an order even under its broad remedial powers in s. 96 of the Act as there has been no finding that the Act has been breached. Second, it is not clear how and on what basis the grievances were held in abeyance under the individual collective agreements at each school board. However, the Board is retaining

jurisdiction and will be in a position to deal with any issues, including on an expedited basis if necessary, that are not or cannot be fully dealt with by the arbitrator.

52. For these reasons, the Board adjourns this application for a period of twelve months to permit the arbitration of the underlying contractual disputes, at which point it will be deemed terminated without further notice to the parties, unless within that period CUPE advises that the arbitration process has not yet been exhausted and requests a further extension of the adjournment to permit that to occur.

"Matthew R. Wilson"
for the Board

APPENDIX A

Canadian Union of Public Employees
80 Commerce Valley Drive E
Markham ON L3T 0B2
Attention: Mr. Devon M. Paul
Legal and Legislative Representative
Tel: 905-739-3999
Fax: 905-739-4000
Email: gleeb@cupe.ca; kfortin@cupe.ca; lneeley@cupe.ca; jmoniz@cupe.ca; dpaul@cupe.ca; nzubickova@cupe.ca

Canadian Union of Public Employees
80 Commerce Valley Drive E
Markham ON L3T 0B2
Attention: Jim Morrison
OSBCC Coordinator
Tel: 905-739-3999
Fax: 905-739-4001
Email: jmorrison@cupe.ca

Hicks Morley Hamilton Stewart Storie LLP
77 King Street W
TD Centre, 39th Floor
P.O. Box 371
ON M5K 1K8
Attention: Mr. John-Paul Alexandrowicz
Tel: 416-864-7292
Fax: 416-362-9680
Email: jpa@hicksmorley.com; sheryl-waggott@hicksmorley.com

Hicks Morley Hamilton Stewart Storie LLP
77 King Street W
TD Centre, 39th Floor
P.O. Box 371
ON M5K 1K8
Attention: Mr. Michael A. Hines
Tel: 416-864-7248
Fax: 416-362-9680
Email: michael-hines@hicksmorley.com; dawn-davies@hicksmorley.com

Hicks Morley Hamilton Stewart Storie LLP
366 King Street E, Suite 310
Kingston ON K7K 6Y3
Attention: Mr. Vincent M. Panetta
Fax: 613-549-6353; 613-549-4068
Email: vince-panetta@hicksmorley.com; jessica-byrne@hicksmorley.com

Lakehead District School Board
2135 Sills Street
Thunder Bay ON P7E 5T2
Attention: Mr. Wayne Bahlieda
Manager, Employee Relations
Fax: 807-625-5171; 807-623-7848

Limestone District School Board
220 Portsmouth Avenue
Postal Bag 610
Kingston ON K7L 4X4
Attention: Mr. Andre Labrie
Manager, Employee Relations
Tel: 613-544-6925
Fax: 613-544-4788

London District Catholic School Board
5200 Wellington Road S
P.O. Box 5474
London ON N6A 4X5
Attention: Ms. Maureen Bedek
Executive Officer Human Resources Services
Tel: 519-663-2088
Fax: 519-663-9250

Northeastern Catholic District School Board
101 Spruce Street N
Timmins ON P4N 6M9
Attention: Mélanie Bidal-Mainville
Manager, Human Resources
Tel: 705-268-7443
Fax: 705-267-3590

Peterborough Victoria Northumberland and Clarington Catholic District School Board
1355 Lansdowne Street W
Peterborough ON K9J 7M3
Attention: Darren Kahler
Manager of Human Resources
Tel: 705-486-4861
Fax: 705-748-9563

Sudbury Catholic District School Board
165 A D'Youville Street
Sudbury ON P3C 5E7
Attention: Ms. Suzanne Dubien
Senior Manager, Human Resources Services
Tel: 705-486-4861
Fax: 705-748-9563

Durham Catholic District School Board
650 Rossland Road W
Oshawa ON L1J 7C4
Attention: Frank A. Perruccio
Legal Counsel
Tel: 905-576-6150
Fax: 905-721-8239

Hicks Morley Hamilton Stewart Storie LLP
77 King Street W
TD Centre, 39th Floor
P.O. Box 371
ON M5K 1K8
Attention: Ms. Dolores M. Barbini
Tel: 416-864-7303
Fax: 416-362-9680
Email: dolores-barbini@hicksmorley.com; yona-yuen@hicksmorley.com

Algoma District School Board
644 Albert Street E
Sault Ste. Marie ON P6A 2K7
Attention: Joe Santa Maria
Superintendent of Business
Tel: 705-945-7212
Fax: 705-942-2540

Bluewater District School Board
351 First Avenue N
P.O. Box 190
Chesley ON N0G 1L0
Attention: Cynthia Lemon
Executive Officer
Tel: 519-363-2014
Fax: 519-370-2944

Toronto District School Board
5050 Yonge Street
5th Floor
Toronto ON M2N 5N8
Attention: Leola Pon
Manager, Employee Services/Labour and Legal
Tel: 416-393-8974
Fax: 416-393-8973

The Crown in Right of Ontario as represented by the Ministry of Education
900 Bay Street
Mowat Block, Education Labour Relations Division, Floor 12
Toronto ON M7A 1L2
Attention: David Strang
Counsel
Tel: 416-325-7247
Fax: 416-325-5226
Email: david.strang@ontario.ca

The Crown in Right of Ontario as represented by the Ministry of Education
900 Bay Street
Mowat Block, Education Labour Relations Division, Floor 12
Toronto ON M7A 1L2
Attention: Ferina Murji
Counsel
Tel: 416-325-7247
Fax: 416-325-5226
Email: ferina.murji@ontario.ca