



COLLECTIVE AGREEMENT BETWEEN

the

**ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION (OSSTF)**

and the

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION (COPE) Local 343**

January 1, 2022 – December 31, 2025

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the OSSTF and its employees who are members of COPE, Local 343.

ARTICLE 2 - EFFECTIVE PERIOD

- 2.01 (a) This Agreement shall come into effect January 1, 2022 and shall remain in force and be in effect until December 31, 2025. This Agreement shall remain in effect from year to year, unless either party gives the other party written notice of intent to bargain amendments to the Agreement.
- (b) The salary terms of this Agreement shall be effective as of the dates indicated.
- 2.02 Notice of intent to bargain may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 2.03 If notice of intent to bargain is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if requested to do so.
- 2.04 In the event that a new Agreement has not been reached by the date of expiry of the present Agreement, all terms and provisions of the current Agreement save and except as agreed to between the parties, shall continue in force and effect until such time as it is superseded by a new Agreement, or there is a strike or lockout.
- 2.05 Amendments to the terms and conditions contained in the Agreement during its term shall be made in writing and only by mutual consent of the Employer and the Union.

ARTICLE 3 - RECOGNITION

- 3.01 The OSSTF recognizes the Union as the sole and exclusive bargaining agent of all office and clerical employees of the OSSTF, save and except Supervisors, persons above the rank of Supervisor, the Administrator to the President, the Administrator to the General Secretary, the Administrators to the Associate General Secretaries, the Provincial Executive Administrative Assistants, the Human Resources Administrator, and the Human Resources Specialist.
- 3.02 (a) Persons who are not members of the bargaining unit shall not work on any jobs which are included in the bargaining unit. OSSTF shall have the right to assign bargaining unit work to non-bargaining unit members only for the purpose of instruction or in extenuating circumstances. In the event that OSSTF determines extenuating circumstances exists, OSSTF shall consult with the Union prior to the assignment to seek mutual agreement to the assignment.
- (b) Notwithstanding 3.02 (a) above, it is understood and agreed that, in addition to supervisory duties, Supervisors and other management personnel may perform

work in their administrative area, from time to time, in order to remain current. It is further understood that maintaining human resources records and legal files does not constitute bargaining unit work.

- (c) No position shall be filled by temporary agency personnel for a period of longer than forty (40) working days unless for specific periods of leaves of absence for employees. Employees hired from a temporary agency will not be entitled to provisions under this Collective Agreement.
 - (d) Upon request of the Chief Steward of the Union, the OSSTF shall supply the Union details of the employment status of a temporary employee, or of temporary agency personnel performing bargaining unit work.
 - (e) Upon request of the Chief Steward in writing to the Associate General Secretary of Operational Services, the OSSTF will supply the Union with relevant information related to COPE 343 payroll or COPE 343 human resources for purposes allowed under legislation.
- 3.03 The Union recognizes the right of the Employer to manage the workplace save as limited by the specific provisions of this Agreement. OSSTF agrees that they will not exercise its management rights in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

- 4.01 The Employer agrees that all employees shall maintain Union membership in the Canadian Office and Professional Employees Union (COPE), Local 343 as a condition of employment. Membership shall be in effect from commencement of employment.
- 4.02 The Union will save the OSSTF harmless from any and all claims which may be made against the OSSTF for amounts deducted from pay as herein provided.
- 4.03 The Employer agrees to deduct the amount authorized in writing by the Union as union dues, initiation and/or assessment once each month, and to transmit the monies so collected to the Secretary-Treasurer of the Union by the 15th of the following month together with a list of employees from whom such deductions were made.
- 4.04 The Employer agrees that there shall be no layoff or reduction in the hours of work for any employee in the bargaining unit for the term of this Collective Agreement.
- 4.05 The Chief Steward or designate shall meet with newly hired COPE 343 members for a maximum of thirty (30) minutes during regular office hours immediately following the meeting with the Human Resources department orientation for the purpose of acquainting the new COPE 343 members with the benefits and duties of union membership. Where this is not possible, the meeting will occur at the earliest possible time as mutually agreed upon by the

parties. This time shall not be considered to be part of the time allotment included in Article 6.

ARTICLE 5 - DEFINITIONS AND DEFINITION OF EMPLOYMENT

- 5.01 Employee - For the purposes of this Agreement, an employee is any person whose duties fall within the bargaining unit as defined in Article 3.
- 5.02 Full-Time - A full-time employee is any person employed for 35 hours a week or its equivalent as per Article 14.
- 5.03 Part-Time - A part-time employee is any person employed for fewer than the normal hours of work or work week, as identified in Article 5.02. Part-time employees shall be covered by all conditions of this Agreement on a pro-rated basis. The Employer's contribution to benefit premiums shall be pro-rated on the basis of the number of hours worked over the number of hours of a full-time employee.
- 5.04 Permanent - A permanent employee is any person who has successfully completed the probationary period.
- 5.05 Probationary Period
- (a) All employees hired to fill a permanent position shall be on probation for the first six (6) months from their date of hire of continuous employment. The probationary period will be suspended during authorized absences beyond five (5) consecutive operational days and will resume upon the employee's return.
 - (b) Subject to 5.05(a), an employee who is hired for a permanent position and has not passed their probationary period will have access to the grievance and arbitration procedure for discipline and discharge for a lesser standard than just cause. In particular such discharge shall be set aside only if the discharge is arbitrary, discriminatory or in bad faith.
 - (c) After six (6) months, the employee will receive written notification of successful completion of the probationary period and will become a permanent employee.
 - (d) The probationary period may be extended by six (6) months by mutual consent of the Employer and the Union.
- 5.06 Trial Period
- Trial period is a six (6) month period in which permanent employees who have started a new position within the bargaining unit are assessed to determine whether they are successful in the role.
- 5.07 Temporary Employees
- A temporary employee is one so informed by the Employer at the start of employment and is not hired from an agency as per Article 3.02.

There are two categories of temporary employees:

- (i) Temporary employees may be hired for a duration of up to six (6) months. Such temporary positions may be created because of excess workload or the need for specialized short-term services. The duration of employment may be extended by mutual consent of the Employer and the Union.
 - (ii) Temporary employees may be hired to replace permanent employees on authorized leave as per the provisions of the Collective Agreement. The duration of employment for these employees is contingent on the duration of the approved leave or as determined by the Employer.
- (a) No temporary employee will be appointed without prior consultation with COPE 343 and in accordance with this Collective Agreement.
 - (b) Temporary employees shall be paid at the rate of pay for the position, pro-rated for time worked, and shall pay union dues in accordance with Article 4.
 - (c) Temporary employees shall receive eight percent (8%) in lieu of vacation pay, and all benefits covered by this Collective Agreement.
 - (d) Temporary employees are entitled to all provisions within this Agreement except as follows: Articles 7 (Seniority), 8 (Discharge and Termination), 10 (Layoff and Recall), 11 (Severance Pay), 12 (Job Postings), 14.03 (Personal Work Schedule), 15 (Holidays), 16 (Annual Vacation), 17 (Leaves of Absence), 18 (Pregnancy and Parental Leave), 19 (Sick Leave), 20 (Sick Leave Credit Gratuity), 21 (Employee Benefits and Life Insurance), 23 (Work Assignments), and 26 (Longevity).
 - (e) Temporary employees are entitled to two (2) days non-cumulative sick leave per month.
 - (f) Notwithstanding the above, temporary employees who take less than 3.5 hours for appointment time may, where mutually agreeable, work time in lieu within the same week.

5.08 For the purpose of interpreting this Collective Agreement, the following definitions have been agreed by the parties:

- (a) Day
 - (i) "day" - calendar day
 - (ii) For the purposes of Article 27, 28, and 29 "working day" will be all days except weekends, statutory holidays and days when the office is closed including the shutdown.
- (b) Year

"Year" shall mean one calendar year (e.g., January 1 to December 31).

(c) Spouse

For the purposes of this Agreement, spouse shall include common-law spouses and same sex partners who meet the definition of common-law spouse, which means a person who has been living in a conjugal relationship with an employee for at least a year.

(d) Work Year

Unless otherwise specified in the Collective Agreement, the work year for the calculation of all entitlements, including but not limited to paid leaves of absence and appointment time, shall be the calendar year, January 1 to December 31.

(e) Supervisor

"Supervisor" shall mean the Department Supervisor, Manager, or other management personnel placed in charge of a Department by the Employer.

(f) Vacancy

"Vacancy" shall mean a probationary or permanent position that exists.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer shall recognize the representative(s) selected by the Union for the purposes of collective bargaining, Agreement administration, and general union business, as the sole and exclusive representative(s) of all employees within the bargaining unit as defined in Article 3 of this Agreement.
- 6.02 (a) There shall be a maximum of five (5) stewards, one of whom shall be the Chief Steward, for the bargaining unit. The Employer shall recognize the union steward(s) elected or appointed by the Union. The representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The General Secretary shall notify the Union as to the appropriate time and location for such a meeting.
- (b) The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participating in the Union, or for the exercise of rights provided by this Agreement.
- 6.03 The Employer shall grant the bargaining unit the right to hold a meeting of up to one (1) hour duration during regular working hours each month on a regular schedule and at a time to be agreed between the Employer and the Union stewards.
- 6.04 (a) The Employer shall provide time release of up to three (3) hours per week, at a designated time agreed to by the parties, to the Chief Steward or designate of

the Union for performance of duties related to this function without loss of salary, benefits, or seniority.

- (b) When meetings are at the request of management, all employees attending the meeting will be credited for the duration of the meeting.
- 6.05 At the commencement of each calendar year, the Union shall provide the Employer with a list of Stewards, in priority, who will fill the function of Acting Chief Steward in the absence of the Chief Steward.
- 6.06 The Employer shall provide the Chief Steward with a three (3) drawer metal filing cabinet with lock, to be placed in a mutually agreed upon location.

ARTICLE 7 - SENIORITY

- 7.01 Seniority shall be accumulated on the basis of length of continuous service and shall be accorded to each employee at the completion of the probationary period effective from the date of hiring.
- 7.02 Seniority service records shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged.
- 7.03 Up-to-date seniority lists will be provided to the Union by January 1 of each year.
- 7.04 Notwithstanding Article 5.07(f), an employee who commences employment as a temporary employee (in accordance with Article 5.07) and who is subsequently offered longer term employment without interruption of employment shall, upon achieving permanent status, have seniority rights under this Agreement based on length of service from the date of original hire. Rights under this Agreement which are based on length of service for seniority shall also be dated from the date of original hire.

ARTICLE 8 - DISCHARGE AND TERMINATION

- 8.01 (a) The Employer shall not discharge, demote or discipline an employee except for just cause.
- (b) An employee shall have a union steward at any meeting called by the Employer to deal with discharge, demotion or discipline.
- 8.02 When considering placing a permanent employee under review, the Employer shall first inform the employee, in the presence of a union steward, of the reasons for which such action is being considered and/or for which such action is being taken.

8.03 Review Process

- (a) In the event that a permanent employee is placed under review, an evaluation procedure shall be used. At the initiation of the review, the Employer shall notify the employee in writing of specific concerns the Employer has in respect of the employee's ability to meet the Employer's expectations, with a copy to the Chief Steward. The Employer shall provide written objectives related to those areas which the Employer deems unsatisfactory.
- (b) The Employer shall provide such assistance and instruction as the Employer deems necessary and as is reasonably requested by the employee. Such assistance may be provided by the Supervisor, Coordinating Secretary, or other designated party.
- (c) The Employer shall not refuse any request on the part of the Union to discuss the practice of the review process at any time during the process.
- (d) At the end of twenty (20) worked days, or such extended period of time which is mutually agreed to by the Employer and the Union, the Employer shall notify the employee in writing of the results of the review process, in the presence of a union steward.
- (e) In the event that the parties agree to an extension for a mutually acceptable length of time, the review period shall be extended.
- (f) If at the termination of the review procedure the employee's work or service is still unsatisfactory, the Employer may take such action as the Employer deems necessary. In the case of discharge, the provisions of Article 8.04 shall apply.
- (g) Nothing in Articles 8.02 or 8.03 shall prevent the Employer from taking the appropriate disciplinary action for breach of rules, misconduct, etc.
- (h) The employee shall be entitled to have placed in the employee's file all written materials referred to in this process and any employee comment thereon or rebuttal thereof.

8.04 Discharge

Permanent employees, as defined in Article 5, discharged for reasons other than redundancy, with less than one (1) year of service, shall be given a minimum of two (2) weeks' notice of discharge or salary at the current rate in lieu of notice. Employees with more than one (1) year of service shall be given a minimum of three (3) weeks' notice of discharge or salary at the current rate in lieu of notice. For each additional year of service, one (1) additional weeks' notice shall be given or salary at the current rate in lieu of notice, up to a maximum of twelve (12) weeks. Notwithstanding the above, employees discharged for gross misconduct shall not be entitled to notice of discharge or salary at the current rate in lieu of notice.

- 8.05 Each employee shall have reasonable access to the employee's personnel file and shall be allowed to photocopy any of its contents. The file must remain in

the office of the Human Resources & Benefit Department or other supervised area.

- 8.06 When an item of a disciplinary nature is placed in an employee's personnel file, the employee will be given a copy of the item and opportunity for a rebuttal which if the employee feels it is necessary, shall be appended to the item in the file.
- 8.07 (a) No disciplinary item shall be retained in the employee's personnel file for more than eighteen (18) months provided that the employee has been discipline free and that no additional issues, related to the initial incident or concern, have been raised by the Employer during the eighteen (18) month period.
- (b) Letters of expectation and continuing attendance concerns letters will remain in the personnel file for eighteen (18) months unless issues give rise to similar expectations.
- (c) An employee shall have the right to have placed in the employee's personnel records and files documents of a positive nature arising out of the employee's employment, such as letters of commendation or appreciation. When the Associate General Secretaries or the employee's Supervisor places similar documents of a positive nature in an employee's personnel records and files, the employee shall be so notified and shall receive copies.

ARTICLE 9 - WORK RE-ORGANIZATION

- 9.01 (a) OSSTF shall consult with the Union on the effects on permanent employees of any proposed restructuring of the workplace.
- (b) OSSTF shall provide the Union with not less than three (3) months' notice of any change which might result in the reduction in the number of current permanent employees or in the number of hours of work available to such employees.
- (c) Change is defined as any work restructuring, re-organization, or new work processes which may be due to automation, mergers, suspension of business or redundancy (exceeding the number of employees required).
- (d) An employee whose job is declared redundant or who suffers a reduction in hours of work as a result of change as defined in Article 9.01 shall be entitled to the provisions of Article 10.

ARTICLE 10 - LAYOFF AND RECALL

- 10.01 An employee who receives a layoff notice shall have the right to:
- (a) fill any vacancy or temporary vacancy for which the employee is or can become qualified within a reasonable period of training at the expense of the Employer. A temporary vacancy for the purposes of this Article shall be defined as

vacancies caused by long-term illness, pregnancy and parental leaves, and vacancies created by bargaining unit employees temporarily leaving the bargaining unit; or

- (b) bump any employee with less seniority in an equal or lower job classification for which the laid off employee is qualified; or
- (c) opt for severance pay as outlined in Article 11.
- (d) An employee electing to bump another employee, shall be deemed to be qualified if the employee held a similar position in the past on a permanent basis.

- 10.02 An employee whose job is changed or who is displaced to a position with a lower salary scale will be entitled to have the employee's salary red circled until such time as the salary level of the new position pierces the red circled rate.
- 10.03 In the event of layoff or demotion arising from redundancy, employees with the least seniority shall be the first to be laid off or demoted as the case may be. Recall shall be in reverse order of layoff, provided the employee is qualified to perform the available work.
- 10.04 Notice of layoff shall be given in accordance with Article 11.01 (a).
- 10.05 Any permanent full-time or part-time employee with six (6) months or more of service who is laid off shall be placed on the recall list for a period of twelve (12) months. A specified extension of the recall period, where recall is applied under Article 10.03 above, may be mutually agreed to by the employee and the Employer.
- 10.06 Notice of recall to an employee who has been laid off shall be made by a form of notice that requires acknowledgement of receipt to the last address supplied to the Employer by the employee. Such address shall be supplied in writing before layoff or by registered mail after such layoff. The employee's response to such notice must reach the Employer within ten (10) days of the date of mailing. Otherwise, the employee shall lose any rights of seniority and recall.
- 10.07 Employees on the recall list shall have, in accordance with seniority, the right of recall to any vacancy for which they are qualified.
- 10.08 Employees who return to employment from the recall list shall be entitled to uninterrupted seniority and shall receive salary at the appropriate increment standing for the level of the position which they accept.

ARTICLE 11 - SEVERANCE PAY

- 11.01 (a) Employees who are laid off shall be given three (3) months' notice;
- (b) Employees who are laid off shall be given two (2) week's pay for each year of service to a maximum of twenty-six (26) weeks;

- (c) Severance pay shall be payable to an employee at the end of the recall period or immediately upon separation, or on January ^{1st} of the year following the end of the recall period, as instructed by the employee.

ARTICLE 12 - JOB POSTINGS

- 12.01 (a) Notice of any vacancy or temporary vacancy or newly-created job classification within the bargaining unit shall be posted on office e-mail five (5) operational days prior to any public advertising, unless otherwise agreed to by both parties. A copy of the posting shall be provided to those employees who do not have access to the office e-mail system. A temporary vacancy for the purposes of this Article shall be defined as a vacancy caused by long-term illness, pregnancy and parental leaves or a vacancy created by a bargaining unit employee temporarily leaving the bargaining unit. This notice shall indicate the number of employees required, the job classification title, a brief description of the job classification, and the salary level. For newly-created job classifications, the Employer shall have the right to reassess the salary level posted for the purposes of hiring.
- (b) Notwithstanding the preceding, temporary vacancies of less than six (6) months shall be posted internally for two (2) working days. If there is no internal applicant, the Employer shall fill the temporary positions by temporary employees as per Articles 3.02 (c) and 5.07. As per Article 5.05 (a), the six (6) month period may be extended by mutual consent of the Employer and the Union.
- (c) The Employer shall fill permanent positions that are vacant from within the bargaining unit before hiring new employees in the order prescribed below:
 - (i) Internal permanent applicants that meet the qualifications shall be offered the position based on seniority.
 - (ii) If there are no applications from permanent employees, then employees on probation that have the required skills and qualifications shall be given the position based on seniority. If an employee on probation is successful in being hired to a new job, probation as per Article 5.05 will start over.
 - (iii) If the internal applicant has not successfully completed at least sixty (60) working days of a probationary or trial period in their current position and is promoted or transferred, the probationary or trial period shall continue.
 - (iv) If there are no applications from probationary employees, then temporary employees shall be considered.
 - (v) If there are no qualified internal applicants or no applications for the position at the closing of the deadline, the Employer shall re-post the position as a vacancy open to external candidates.

- (vi) Notwithstanding the order prescribed above, the Employer and the Union may agree to post positions internally and externally simultaneously.
 - (d) Notwithstanding (a), nothing in this Collective Agreement prevents the Employer from assigning or transferring staff on a temporary basis to fill a position after consultation with COPE 343.
 - (e) Wherever possible, Administrative Transfers shall be made by mutual agreement between COPE and the Employer, but the Employer shall have the right, after consultation with the COPE member(s) involved and COPE, indicating the reasons for the transfer, to assign the COPE member(s) to such a position as the Employer feels necessary to meet the needs of OSSTF.
- 12.02 All internal applicants, who are bargaining unit members, shall be entitled to full consideration for promotion or transfer based upon the criteria established in Article 12.03 (a).
- 12.03 (a) Employees will be selected for positions first, on the basis of their skill, ability, experience and qualifications. Secondly, where these factors are deemed equal, then the seniority shall be the decisive factor. The judgment of the Employer shall not be exercised in an arbitrary or unreasonable manner. Save and except in accordance with Article 12.06 promotions shall be confirmed as permanent after a trial period of no less than six (6) months during which the employee shall demonstrate the ability to perform the duties of the position to the satisfaction of the Employer. The trial period shall provide an opportunity for the employee to learn the new job.
- (b) A permanent employee who is already in that job classification will have the right to a lateral transfer by seniority without testing.
- (c) When a vacancy occurs in a permanent job, the Employer will provide staff with the opportunity, for two (2) working days, to apply for a lateral transfer. The employee must advise the Employer of their intent to transfer. If there is more than one applicant, the position will be offered based on seniority.
- 12.04 Within three (3) working days of appointment to a vacant position the name of the successful applicant shall be announced using the Employer's internal e-mail system.
- 12.05 (a) OSSTF reserves the right to test the employee's skills and ability to perform the work in the new job classification. In cases where a test is administered, all candidates interviewed in response to a posting shall be given the same test.
- If there is an external posting, all candidates shall be given at least the same test as was used during the internal posting. Upon request, COPE 343 may receive a copy of the test given.
- (b) The Chief Steward shall be permitted to review the test results of all candidates in the event a Step 2 grievance is filed on behalf of an unsuccessful candidate for a position.

12.06 Trial Period Process

- (a) The Employer shall not curtail the trial period without just cause before it has run its normal course.
- (b) Up to the conclusion of the trial period when a summative final evaluation report is provided in accordance with Article 12.06 (g), the evaluation process in Article 12.06 (g) shall be formative.
- (c) The trial period may be extended to cover the same time period as absences of five (5) consecutive working days or greater.
- (d) Prior to the commencement of a trial period, the Employer shall provide the employee with a written statement of performance objectives which shall be consistent with the job requirements as set out in the job description appended to the Office Procedures Manual.
- (e) During the trial period, the Employer shall provide advice, assistance and instruction to the employee at any time at the employee's request and at any time the Employer deems it necessary for the successful completion of the trial period.
- (f) At the completion of three (3) months, the appropriate Associate General Secretary or relevant designate may meet with the employee to provide a verbal evaluation report of the employee's performance. In the event that the Employer intends to raise concerns about the employee's performance at this stage, the employee shall be advised of the right to have a union steward present at the meeting.
- (g) The Employer shall provide the employee with a final evaluation report, in the presence of a union steward, at the conclusion of six (6) months or, in the event the parties mutually agree to an extension of the trial period, at the conclusion of such period. If the employee successfully completes the trial period, the Employer shall confirm the employee's promotion to the new position.
- (h) Should the employee prove not to be satisfactory, the employee shall have the right to:
 - (i) revert to the employee's former position if it exists; or
 - (ii) occupy a vacant position of equivalent responsibility or status; or
 - (iii) exercise the employee's seniority rights in accordance with Article 10.

12.07 The Employer, upon request, shall meet with any employee who has unsuccessfully applied for the position to provide feedback including the employee's results on any skills test.

12.08 Promotion Within the Bargaining Unit

- (a) An employee who is promoted to a higher position within the bargaining unit shall receive the minimum of the new job classification or a five percent (5%) increase, whichever is higher. After one (1) year, the employee will then be placed at the two (2) year level on the progression schedule in this classification as outlined in Article 24. At no time shall this increase result in a rate higher than the maximum for this classification.
- (b) In order to be entitled to the increase, employees must have completed a minimum of two (2) years of service.

12.09 Pay Equity

- (a) When the Employer makes a substantial change in the job content of an existing classification, the job classification shall be re-evaluated in accordance with the Pay Equity Maintenance Agreement.
- (b) The Employer agrees to notify the Union of new job classifications within the bargaining unit, including salary rates for the position. The Employer shall meet with the Union to discuss new classifications if so requested and the new job classification shall be evaluated in accordance with the Pay Equity Maintenance Agreement.
- (c) The Employer shall maintain a system of "on-the-job" training during the term of this Collective Agreement.

ARTICLE 13 - PERFORMANCE APPRAISAL

- 13.01 The purpose of performance appraisal is to provide the employee with relevant feedback which will assist the employee in the employee's job function and career development.
- 13.02 Such performance appraisals shall be formative in nature and shall not be used for the purposes of summative evaluation.
- 13.03 The Associate General Secretaries and/or the Supervisors shall be responsible for performance appraisals.
- 13.04 Performance appraisals shall not restrict the right of the Employer to discipline and/or discharge an employee.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 Hours of Work

The hours of work for employees covered by this agreement will operate on the Personal Work Schedule. Notwithstanding the preceding, the members of COPE 343 who work in the Cafeteria and at Switchboard shall ensure the necessary coverage for each area as overseen by the appropriate

Administrator. If there is a problem with coverage, the appropriate Associate General Secretary will assign coverage.

14.02 A fifteen (15) minute break in the morning and afternoon will be provided for those who are unable to leave their work post.

14.03 Personal Work Schedule

(a) All permanent employees, except the position of Receptionist/Administrative Clerk and the Administrative Clerk assigned to reception backup, will be entitled to the Personal Work Schedule provisions. The Receptionist/Administrative Clerk will work thirty-five (35) hours a week from 9:00 a.m. to 5:00 p.m.; 9:00 a.m. to 4:30 p.m. during the summer; and, from 9:00 a.m. to 12:30 p.m. on Fridays during the summer. The Administrative Clerk assigned to reception backup will work thirty-five (35) hours a week from 8:30 a.m. to 4:30 p.m.; 8:30 a.m. to 4:00 p.m. during the summer; and, from 8:30 a.m. to 12:00 p.m. on Fridays during the summer.

(b) The Personal Work Schedule will be defined as the schedule of the weekly number of hours for permanent employees.

Regular hours from Labour Day until Canada Day will be thirty-five (35) hours per week.

Summer hours from one day after Canada Day until one day before Labour Day will be fifty-nine (59) hours for every two (2) weeks.

(c) The Personal Work Schedule will operate under the following provisions:

(i) From Labour Day until Canada Day, core hours will be between 10:00 a.m. and 3:30 p.m., Monday to Thursday, and 10:00 a.m. and 3:00 p.m. on Fridays, subject to a lunch period as defined in Article 14.04(b).

The Personal Work Schedule hours shall be 8:00 a.m. - 5:30 p.m.

(ii) From one day following Canada Day to one day before Labour Day, core hours will be between 10:00 a.m. and 3:00 p.m. Tuesday to Thursday. There are no core hours on Mondays and Fridays.

The Personal Work Schedule hours shall be 8:00 a.m. - 4:30 p.m. from Monday to Thursday and 8:00 a.m. - 1:00 p.m. on Friday.

(iii) Subject to the provisions of the Collective Agreement on authorized leave, all employees will be required to work core hours.

(d) A Personal Work Schedule that satisfies department needs will be established in consultation with the Administrative Coordinator and Supervisor where applicable for each employee. Any deviation from the Personal Work Schedule (core hours and lunch period) will be done with authorization from the Supervisor or Administrative Coordinator. Once established, employees will be expected to adhere to their Personal Work Schedule.

- (e) From Labour Day until Canada Day, department schedules will ensure adequate coverage between the hours of 8:30 a.m. and 5:00 p.m.
- (f) From one day following Canada Day to one day before Labour Day departmental coverage will ensure adequate coverage between the hours 8:30 a.m. and 4:30 p.m. from Monday to Thursday and 8:30 a.m. and 12:30 p.m. on Fridays. Notwithstanding the preceding, Personal Work Schedules will not be applicable during the two-week closure as per Article 16.04.
- (g) Departmental schedules will be established in consultation between employees, Administrative Coordinators and Supervisors, where applicable.
- (h) On any given day, should it be impossible for a department to ensure coverage because of emergencies or unforeseen circumstances, the Associate General Secretary will be notified immediately. In such circumstances, the Associate General Secretary may assign an employee to ensure proper coverage
- (i) The departmental work schedule will be posted electronically by a designated COPE employee of each department.

14.04 Luncheons

- (a) It is understood that employees will be authorized from time to time to attend lunches outside the normal lunch hours to attend Employer events or meetings, for example. Such lunches should be authorized in advance by the Supervisor. The total time minus forty-five (45) minutes will be credited to an employee for the period of business luncheon.
- (b) Each person shall take an unpaid lunch period normally between the hours of 11:30 a.m. and 2:15 p.m. of which a minimum of forty-five (45) consecutive minutes must be taken away from the workstation. Lunch periods shall be scheduled such that there is adequate coverage in each department.

14.05 Overtime

- (a) Employees shall obtain advance authorization for overtime, in writing, from the Supervisor or Associate General Secretary. In the event that this is not possible, and that the Supervisor has authorized the overtime, employees shall notify the Associate General Secretary of the overtime worked and the reasons for it, on the following workday. Entitlement to pay at the appropriate premium rate shall not be unreasonably withheld.
- (b) Overtime will be voluntary.

Employees hired on or before September 5, 2008, will have the choice to be compensated for lieu time or paid at the appropriate premium rate as outlined in Article 14. At the beginning of each calendar year and on July 1, the employee will choose in writing between paid time or lieu time for compensation for overtime and that decision will be valid for the next six (6) months. Employees

hired after September 5, 2008, will be compensated for overtime by being paid at the appropriate rate as outlined in Article 14.

- (c) Notwithstanding Article 14.05(b), employees may be required to work overtime for committee meetings, AMPA and in extenuating circumstances that arise from time to time. Planned overtime related to weekend committee/council/conferences work shall begin no earlier than 5:00 p.m.
- (d) Normally, twenty-four (24) hours' notice will be given by the Employer for any time to be worked after the normal working day. Where twenty-four (24) hours' notice is not given, a minimum of two (2) hours at the overtime rate plus meal allowance and taxi allowance in accordance with Article 14.07 shall be paid.
- (e) During summer hours (one day following Canada Day until one day before Labour Day) hours worked between twenty-nine and a half (29.5) hours and thirty-five (35) hours will be calculated as straight time worked. Hours worked beyond the thirty-five (35) hours in one week or seventy hours (70) in the two-week period will be paid at the rate specified in Article 14.06(a).
- (f) During the weekend where an employee is assigned to the Annual Meeting of the Provincial Assembly (AMPA), the employee will receive a maximum of twenty-four and a half hours (24.5) of lieu time or those days off during March Break when not performing duties at AMPA. Employees must advise their Associate General Secretary and Human Resources of their choice by February 1st prior to AMPA.

Lieu time earned will be credited to the employee's lieu time or paid in accordance with Article 14.05(b).

14.06 Lieu Time

- (a) Subject to the provisions of 14.05(b), an employee required by proper authority to work beyond thirty-five (35) hours per week, or to work on Saturday up to 5:00 p.m. shall be paid at the rate of time-and-one-half (1 1/2) of the employee's regular rate. For the purposes of the calculation of the thirty-five (35) hours, approved absences in accordance with the Collective Agreement shall be counted as time worked.

Any time worked on Sunday, statutory holidays, or after 5:00 p.m. on Saturday shall be paid at two (2) times the regular rate. When an employee finds it necessary to perform such required overtime on a Sunday as opposed to a Saturday, the employee's request for authorization shall not be unreasonably denied. The employee must receive such authorization in writing. All work performed after midnight shall be paid at two-and-one-half (2 1/2) times the normal rate.

- (b) Employees shall make arrangements to take lieu time earned through overtime during one calendar year no later than the December 31 of the calendar year in which it was earned. Lieu time will normally be taken in one day (7 hours) or half day (3.5 hours) increments. When banked lieu time hours no longer add up to a half day (3.5 hours), it will be taken in hourly increments. Arrangements for

time in excess of one (1) week shall be submitted at least fifteen (15) working days prior to the commencement of the lieu time and approval must be given not less than one (1) week after the request has been made and in no case later than May 1 for time to be taken during July and August.

- (c) Other requests to use lieu time shall be submitted at least three (3) working days prior to the date(s) on which the lieu time is to be taken. Lieu time cannot be used to alter the personal work schedule on Fridays. Requests for hourly increments shall be submitted no less than two (2) working days prior to the date on which lieu time is to be taken provided departmental coverage is maintained.
- (d) Requests for scheduled lieu time in accordance with this Article shall not be unreasonably denied and the employee shall have the right to take the lieu time earned by December 31 of the calendar year in which it was earned.
- (e) All employees that currently hold lieu time credits at the end of the year and are unable to use it up before December 31, will be paid for said overtime.
- (f) From one day after Canada Day until one day before Labour Day, Monday through Thursday, lieu time will be taken in six and a half hours (6.5) or half day (3.5 hour) increments. When banked lieu time hours no longer add up to a half day (3.5 hours), it will be taken in hourly increments.

14.07 If an employee is required to work a minimum of two (2) hours overtime beyond the regular working day (5:00 p.m.), the employee shall be given a meal allowance in accordance with OSSTF's current Allowable Expenditure Guidelines and transportation by taxi from the place of business to the employee's residence (upon submission of receipts) where transportation by automobile is not readily available.

14.08 An employee called in to work on a day which is not a regular working day shall be paid a minimum of four (4) hours of pay at the employee's appropriate overtime rate.

14.09 Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work week or working day during which such sick leave occurred.

14.10 Should an employee be required to be away from home on the Employer's business outside regular working hours, the Employer agrees to pay childcare expenses in accordance with OSSTF's current Allowable Expenditure Guidelines for the period over and above the regular working hours, where such expenses are incurred and receipted.

14.11 Compensation for travel time to and from assignment out of the office and in relation to overtime performed after regular scheduled hours or on Saturdays, Sundays and statutory holidays shall be paid at the employee's appropriate overtime rate.

- 14.12 (a) In the event that the Employer determines that there will be an office closure (of up to two (2) weeks) during the summer months of a given year, the procedure set out in (b) below shall apply.
- (b) Once the Employer has determined the number and classification of employees needed for coverage during the period of office closure, allocation of work shall be determined by the Employer in consultation with the Union.

ARTICLE 15 - HOLIDAYS

15.01 Employees shall be given the following holidays without deduction of pay:

- (a) Statutory Holidays: Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Victoria Day.
- (b) Easter Monday, Civic Holiday.
- (c) A two-week Winter Break period that will include the week in which Christmas Day and Boxing Day occur and the week before or after this week. This Winter Break period will include any statutory holidays outlined in Article 15.01(a) which fall within the leave period. Once the Employer has determined the number and classification of employees needed for coverage beyond the common holiday week, allocation of work shall be determined by the Employer in consultation with the Union. In the event there is not agreement, the General Secretary shall assign staff to work during the period of the office closure.
- (d) Any other day that may be declared a legal holiday by the Provincial and Federal Governments. The Employer further agrees that should this new holiday or Canada Day fall on a Saturday or Sunday and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed to by the Employer and the employee.
- (e) Part-time employees will be entitled to all statutory holidays as set out in Article 15.01 of this agreement. Where a holiday falls on a day that is not a regularly scheduled working day for a part-time employee, the employee shall receive his/her next scheduled working day as time off with pay.

15.02 Religious Holy Days

Employees may take up to three (3) religious holy days without loss of salary, benefits and seniority, subject to the following:

- (a) the absence is for the purpose of observing a religious holy day that is not recognized in Article 15.01;
- (b) requests for leave shall be submitted to the appropriate Associate General Secretary at least two weeks in advance of the date that the religious holy day

is being requested and shall specify the names and, if possible, the dates of the religious holy days which the employee will observe.

ARTICLE 16 - ANNUAL VACATION

- 16.01 (a) Employees are entitled to paid vacation credits based on the following schedule of services as follows:

Less than one (1) years' service: one point two five (1.25) days for each month of service;

At least one (1) year of service: three (3) weeks (1.25 days for each month of service);

At least five (5) years' of service: four (4) weeks (1.67 days for each month of service);

At least ten (10) years' of service: five (5) weeks (2.08 days for each month of service);

At least fifteen (15) years' of service: six (6) weeks (2.5 days for each month of service).

- (b) It is agreed that an employee on a statutory Pregnancy/Parental Leave, or off work on WSIB, LTD and/or an extended paid sick leave, will be credited for service for the purpose of calculating the vacation entitlements in Article 16.01(a) for the period the employee is absent from work.
- (i) Earned vacation shall accrue during any month in which an employee works more than half the workdays in the month.
- (ii) Employees hired prior to the date of ratification of this agreement shall maintain their earned vacation bank. Earned vacation shall continue to be credited to the employee's account as of January 1 of the following year and must be used by the end of that calendar year.

Employees hired following the ratification of this agreement will be credited with earned vacation on the first of each month based on the previous month's service.

Vacation shall never exceed an employee's annual allotment, as determined by their years of service outlined in 16.01 (a).

Should employment be terminated for any reason, any vacation taken in excess of what has been earned will be deducted from the employee's final paycheck.

- (iii) An employee on Pregnancy/Parental Leave shall continue to accrue vacation credits for the statutory period of the Pregnancy/Parental Leave and are not subject to 16.01(b)(ii).

- (iv) An employee receiving WSIB, LTD benefits or on paid extended sick leave, and who is not at work, will continue to accrue vacation credits, but the vacation credits, if not taken as per Article 16.01(b)(ii) will not accumulate from year to year.
 - (v) In the case where an employee is on an unpaid leave and is unable to take the vacation entitlement for that year, any earned vacation will be carried over upon approval of the appropriate Associate General Secretary and be available when the employee returns to work.
 - (c) An employee on an unpaid leave of absence will not be credited for service for the purpose of calculating the vacation entitlements in Article 16.01(a) for the period the employee is absent from work.
 - (d) For employees who retire or resign, vacation entitlements will be consolidated on the last day of work. Earned vacation that has not been taken shall be reimbursed to the employee.
- 16.02 A minimum of three (3) weeks of vacation entitlement in excess of that defined under Article 16 shall normally be taken during the period of July-August or the March Break unless otherwise approved by the Supervisor and the appropriate Associate General Secretary. Notwithstanding the foregoing, employees with less than five (5) years of service shall take a minimum of two (2) weeks of vacation during the period of July-August.
- 16.03 (a) All vacation requests shall be submitted in writing to the employee's Supervisor and the Associate General Secretary. Vacation requests for time less than one (1) week shall be submitted at least two (2) working days prior to the date the vacation is to commence. Vacation requests for time in excess of one (1) week shall be submitted at least fifteen (15) working days in advance of the date the vacation is to commence. Notwithstanding the foregoing, vacation requests for time in excess of one (1) week for July and August must be submitted no later than May 1. Under exceptional circumstances, the appropriate Associate General Secretary may waive the fifteen (15) working days' notice.
- (b) Vacation requests will be granted subject to operational requirements in each department on a first-come, first-served basis; however, vacation may not be requested more than six (6) months in advance of the date the vacation is to commence. Approval for such requests shall not be unreasonably withheld.
- (c) A written response to vacation requests shall be provided to the employee within ten (10) operational days.
- 16.04 Subject to Article 14.12, employees shall be required to take vacation or lieu time during any scheduled period of office closure of up to two (2) weeks during July and August. The Employer will advise the employees of the week of the shutdown no later than December 31 of the preceding year.
- 16.05 When a recognized holiday as in Article 15 falls within an employee's vacation period, such holiday will not be counted as vacation and another day off shall be

given or the date of return shall be one (1) full day later or the vacation shall commence one (1) full day earlier, as arranged with the OSSTF.

- 16.06 Where a member's vacation time is interrupted due to illness requiring the member to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave. Rescheduled vacation time shall be mutually agreed to by the member, the Supervisor, and the appropriate Associate General Secretary.
- 16.07 Vacation entitlements must be used in the calendar year in which the employee is credited the vacation and cannot be carried forward to the subsequent calendar year. In extenuating circumstances employees may request to carry over unused vacation into the next calendar year. Requests and approvals should be in writing and should detail when the carry forward will be used. The approval of vacation carry forward is at the discretion of the employee's Supervisor and appropriate Associate General Secretary.

ARTICLE 17 - LEAVES OF ABSENCE

- 17.01 Requests for all leaves of absence shall be made in advance to the appropriate Associate General Secretary or their designate in accordance with the provisions of this Article. Employees shall obtain their Supervisor's approval before forwarding same to the appropriate Associate General Secretary.
- 17.02 General Leave
- (a) Any employee may apply and where possible receive a leave of up to twenty (20) operational days without pay for reasons other than sick leave. Such a request will not be unreasonably denied. Where granted, the Employer will continue to pay benefits and seniority will continue to accrue. The employee has the option to buy back the employee's portion of the pension credit for the duration of the leave. If the employee does not return to work, benefit costs will be deducted from any remuneration payable upon termination.
 - (b) Additional leave may be granted beyond twenty (20) continuous operational days at the discretion of the Employer. Vacation and sick leave credits will not cumulate during a leave of absence. The employee has the option to buy back the pension credit and pay for benefits (on a monthly basis or by post-dated cheques) for the duration of this extended leave period.
- 17.03 Union Leave
- (a) The Employer shall grant leave of absence with pay, and without loss of seniority to an employee who is the duly designated representative of the Union in;
 - (i) meetings with the Employer on behalf of the Union;
 - (ii) a proceeding in accordance with Articles 27, 28 and 29;

- (iii) a proceeding before the Ontario Labour Relations Board concerning a dispute between OSSTF and COPE, Local 343, involving the bargaining unit members employed by OSSTF.
- (b) The Union may apply to the Employer in writing for leave of absence with pay and without loss of seniority, to an employee or to employees whom the Union certifies to the satisfaction of the Employer as essential parties or witnesses to the meetings and/or proceedings outlined in Article 17.03(a). Upon receipt of satisfactory certification, the Employer shall grant such leave.
- (c) The Employer shall grant leave of absence to an employee who has been elected as a delegate to attend conventions of the Union, the Ontario Federation of Labour, the Canadian Labour Congress, or chosen for training related to the duties of a Union representative. Such leave will be without pay and without loss of seniority. The Union shall submit a written request for such leave to the appropriate Associate General Secretary at least ten (10) working days in advance of the date the leave is to commence. The Employer shall have the right to limit the number of employees in any one department or work area granted such leave at any one time.

17.04 Jury and Witness Duty

- (a) Any employee summonsed for jury duty shall be granted time off with full pay with the understanding that all monies received for such duty shall be turned over to the OSSTF.
- (b) Any employee summonsed as a witness in any court in any proceedings to which the employee is not a party or one of the persons charged shall be granted time off with full pay with the understanding that all monies received for such duties shall be turned over to the OSSTF.

17.05 Personal Leave

- (a) The Employer will grant up to seven (7) hours personal leave with pay per calendar year, upon request in writing to the appropriate Associate General Secretary. Such leave shall be taken as two (2) half (½) days or one (1) full day. The request for a half (½) day or one (1) full day shall be submitted at least three (3) working days in advance of the date the personal leave is being requested. Personal Leave shall not normally be used to extend, or in combination with, the winter holiday, vacation, lieu time and/or statutory holidays.
- (b) For newly-hired permanent employees, personal leave will be prorated for the duration of the year.
- (c) For employees with twenty (20) years of service, one (1) additional day of personal leave shall be granted.

17.06 Medical/Dental Appointments

- (a) The Employer will grant up to a maximum of thirteen (13) hours with pay per calendar year, to be rounded to the nearest half (½) hour, for necessary medical and dental appointments and other approved appointments which cannot be scheduled for off-duty hours. Unless prevented by an emergency, the employee will give the Employer at least one (1) weeks advance notice of such appointments. Time taken for medical and dental appointments beyond thirteen (13) hours will be deducted from the employees' personal leave in Article 17.05(a) or the employee's sick leave account subject to the provisions of Article 19.01. Upon the exhaustion of the sick leave account, additional time may be granted as leave without pay at the Employer's discretion in accordance with the *Employment Standards Act*.
- (b) For newly-hired permanent employees, Medical/Dental time will be prorated for the duration of the year.

17.07 Bereavement Leave

- (a) Employees will be granted on request up to five (5) consecutive working days off with pay in the case of bereavement in the immediate family. Such leave may be extended by mutual consent of the employee and the Employer. Such additional leave may be deducted from the employee's sick leave account, subject to the provisions of Article 19.01. The Employer may grant such additional leave as the Employer deems necessary, on a compassionate basis, without loss of seniority or benefits.
- (b) Notwithstanding the above, if the funeral takes place other than immediately following the death, the day(s) do not have to be taken consecutively. The employee shall apply for this through the office of the appropriate Associate General Secretary. Approval of such request will not be unreasonably withheld.
- (c) Immediate family shall mean spouse, children/stepchildren, legal wards, parents/stepparents, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and fiancé(e). Any leave granted because of serious illness in the immediate family, shall not limit the employee's entitlement to bereavement leave as specified above.
- (d) Funeral will be defined as the services and/or ceremonies that are the makeup of the funeral. This includes memorial services, visitation services, all observances and rituals associated with one's religious/cultural beliefs.
- (e) One day for the funeral of a friend or relative not mentioned above. Additional days may be granted by the appropriate Associate General Secretary when required for travelling, when requested in advance.

17.08 Family Care Leave

- (a) Each employee shall be entitled to up to five (5) days paid leave per calendar year for the purpose of caring for or providing for the care of a member of the

immediate family because of personal illness, injury, medical emergency or personal emergency. Immediate family shall mean spouse, children, stepchildren, legal wards, parents/stepparents, sister and brother.

- (b) Family care leave may be used in full or one-half (1/2) day increments.
- (c) Such leave may be extended by mutual consent of the employee and the Employer. Such additional leave may be deducted from the employee's sick leave account, subject to the provisions of Article 19.01. Upon its exhaustion, the Employer will grant up to ten (10) days unpaid personal emergency leave in accordance with subsection 50(1) of the ESA, 2000 each calendar year without loss of seniority or benefits.
- (d) For newly-hired permanent employees, family care leave will be prorated for the duration of the year.

17.09 Family Medical Leave

- (a) Family Medical Leave, as it exists under the *Employment Standards Act*, means a leave of up to eight (8) weeks, taken for the purpose of caring for or supporting a family member who is gravely ill with a significant risk of death within twenty-six (26) weeks. An employee who intends to take a Family Medical Leave shall notify the Employer of the dates on which the employee intends to leave and return to active employment and provide the Employer with a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks.
- (b) Such leave may be extended by mutual consent of the employee and the Employer. Such additional leave may be deducted from the employee's sick leave account, subject to the provisions of Article 19.01. Upon its exhaustion, the Employer may grant such additional leave as the Employer deems necessary, on a compassionate basis, without loss of seniority or benefits.
- (c) For the purpose of this article, "family member" is defined as per article 1. (1), O. Reg. 476/06, Family Medical Leave B Prescribed Individuals.
- (d) For the first twenty (20) days of Family Medical Leave, the Employer will continue to pay benefits and seniority will continue to accrue. The employee has the option to buy back the employee's portion of the pension credit for the duration of the leave.

17.10 Employees returning from a granted leave of absence shall be reinstated without loss of seniority to the same job classification and salary level held prior to the leave except as provided under Article 17.02.

17.11 Personal Emergency Leave

- (a) In accordance with the *Employment Standards Act*, Personal Emergency Leave is unpaid job-protected time off work for up to ten (10) days per calendar year. The ten days of Personal Emergency Leave do not have to be taken consecutively.

- (b) This leave may be taken for personal illness, injury or medical emergency. It can also be taken for the death, illness, injury, or medical emergency of, or urgent matter relating to, the following family members:
- your spouse
 - a parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of you or your spouse
 - the spouse of your child
 - your brother or sister
 - a relative who is dependent on you for care or assistance.

The ten days of personal emergency leave do not have to be taken consecutively.

17.12 Family Medical Leave and Critically Ill Child Care Leaves

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

17.13 Supplemental Employment Benefits (SEB)

- (a) The Employer shall provide for members who access such leaves, a SEB plan to top up their E.I. Benefits. The employee who is eligible for such leave shall receive 95% salary for a period not to exceed eight (8) weeks. The SEB plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.

- (b) SEB payments are available only to supplement E.I. Benefits during the absence period as specified in this agreement.
- (c) The employee must provide the Employer with proof that he/she has applied for and is in receipt of Employment Insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

ARTICLE 18 - PREGNANCY AND PARENTAL LEAVE

18.01 Pregnancy Leave

An employee who has been employed by OSSTF for at least thirteen (13) weeks before the expected birth date shall be granted a pregnancy leave in accordance with the *Employment Standards Act* for a period of seventeen (17) weeks.

1. E.I. SUB Plan

For the first seventeen (17) weeks of such leave, the employee shall be entitled to be in receipt of Employment Insurance Benefits. A SUB plan operating in conjunction with Employment Insurance shall be in effect and the employee shall be entitled to be in receipt of the following supplementary benefits:

- (a) During the mandatory two (2) week waiting period for Employment Insurance Benefits, the OSSTF shall pay ninety-five percent (95%) of salary entitlement at the date the leave commenced.
- (b) (i) For the following fifteen (15) weeks, the employee shall receive benefits so applicable plus the Employer supplement to bring the combined income of the employee up to ninety-five percent (95%) of the salary entitlement of the employee at the date the leave commenced.
- (ii) Upon receipt of evidence of the employee's receipt of E.I. benefits, the Employer shall pay to the employee a supplementary benefit on a regular payroll basis.
- (c) The combined weekly level of Employment Insurance Benefit paid pursuant to (a) and (b) above and any other earnings will in no case exceed ninety-five percent (95%) of the employee's salary entitlement at the date the leave commenced.

2. Supplementary Unemployment Benefits (SUB)

SUB Plan benefits will be provided in accordance with Employment Insurance Regulation 57(13).

- (a) Employees have a vested right to payments under the plan solely for payments during a period of unemployment specified in the plan.

- (b) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

3. Continuation of Benefit Coverage and Accumulation of Pension Credit

- (a) The employee shall continue to participate in benefit plans, including the pension plan, in which the employee was enrolled prior to the commencement of the leave, unless the employee elects in writing not to do so.
- (b) The Employer shall continue to make the Employer's contributions for the above plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions. Employee contributions owing will be deducted from the E.I. top up payments.

18.02 Parental Leave

An employee who has been employed by OSSTF for at least thirteen (13) weeks shall be granted a parental leave. In accordance with the Employment Standards Act, an employee's parental leave ends thirty-five (35) weeks after it began, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began. Otherwise, parental leave will be granted following:

- (a) the birth of the child, or
- (b) the coming of the child into the custody, care and control of a parent for the first time.

1. E.I. SUB Plan

- (a) Where a mandatory two (2) week waiting period applies, the OSSTF shall pay ninety-five (95%) percent of salary entitlement at the date the leave commenced.
- (b) For up to ten (10) weeks of the parental leave, subject to Employment Insurance Regulations, the employee shall receive benefits so applicable plus the Employer's supplement to bring the combined income of the employee up to ninety-five (95%) percent of the salary entitlement of the employee at the date the leave commenced.
- (c) The combined weekly level of Employment Insurance Benefit paid pursuant to (a) and (b) above and any other earnings will in no case exceed ninety-five percent (95%) of the employee's salary entitlement at the date the leave commenced.

2. Supplementary Unemployment Benefits (SUB)

SUB Plan benefits will be provided in accordance with Employment Insurance Regulation 57(13).

- (a) Employees have a vested right to payments under the plan solely for payments during a period of unemployment specified in the plan.
- (b) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

3. Continuation of Benefit Coverage and Accumulation of Pension Credit

- (a) The employee shall continue to participate in benefit plans, including the pension plan, in which the employee was enrolled prior to the commencement of the leave, unless the employee elects in writing not to do so.
- (b) The Employer shall continue to make the Employer's contributions for the above plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions. Employee contributions owing will be deducted from the E.I. top-up payments during the first ten (10) weeks of leave. Prior to the commencement of the leave, the employee shall provide monthly post-dated cheques to the Employer for the employee contributions owing for the remainder of the statutory parental leave.
- (c) An employee who elects to take unpaid extended parental leave beyond the twenty-seven (27) weeks in 18.01 1 and 18.02 1(b), shall have the option of continuing in the benefit plans, in which the employee was enrolled prior to the commencement of the leave, including pension at the employee's expense. The employee shall provide monthly post-dated cheques to the Employer for the employee contributions during this extended parental leave.

- 18.03 (a) An employee on statutory pregnancy or parental leave shall be entitled to the payment by the Employer of all insured benefits, in accordance with Articles 18.01(3) and 18.02(3), and to the accrual of seniority, annual vacation, sick leave entitlement and service credit.
- (b) The employee returning to work after pregnancy and/or parental leave will do so under the provisions of the *Employment Standards Act*.
- (c) (i) The employee returning to work after a combined pregnancy/parental leave shall have the option of returning to full-time employment or for a period of six (6) months following the completion of the leave to part-time employment.
- (ii) An employee wishing to exercise the option of part-time employment under 18.03(3)(c)(i) shall:
1. elect either half ($\frac{1}{2}$) time or four-fifths ($\frac{4}{5}$) time for the entire period of part-time employment;

2. inform the Associate General Secretary that the employee is exercising the option, and of the election chosen, under Article 18.03(c)(i)1, not later than six (6) weeks prior to the completion of the leave.
3. The employee may request to return to full-time employment at any time during the exercising of this option following two (2) weeks prior notice to the Employer. Such requests shall not be unreasonably denied.
- (iii) An employee returning to part-time employment under the pregnancy/parental leave option shall be subject to the provisions of Article 5.03.

18.04 Paternity Leave

Male employees shall be entitled to a three (3) day leave, not deductible from the sick leave account, to be used during the week of confinement of his spouse or during the week following confinement at the employee's discretion without loss of pay or seniority. This leave shall be deemed to be leave in accordance with Section 50 (Emergency Leave) of the *Employment Standards Act*.

ARTICLE 19 - SICK LEAVE

- 19.01 Each employee will be granted a sick leave credit for personal illness of two (2) days for each working month, pro-rated for part-time, to be credited the first of each month. Half (½) days for sickness will be deducted as well as full days. Twelve (12) days of this allocation per calendar year shall be reserved exclusively for sick leave for personal illness or disability and these days may not be subject to contingent deductions specified elsewhere in this Collective Agreement. The unused portion of sick leave will be accumulated from calendar year to calendar year.
- 19.02 No limit is placed on the number of days of sick leave which may be accumulated, provided they are used for sick leave only.
- 19.03 An employee who is ill or will be absent shall inform HR via phone or via email to humanresources@osstf.ca with copies to the Division Administrator indicating the nature of the absence forthwith, and, in any event, not later than the scheduled starting time of his/her daily assignment but after the opening of the Switchboard.
- 19.04 The Employer reserves the right to require a medical certificate after five (5) or more consecutive days' absences, or more than ten (10) days' absences in any twelve (12) month period. The cost of the certificate shall be borne by the Employer.
- 19.05 Quarantine Leave - Any employee who, because of exposure to communicable disease, is quarantined or otherwise prevented by the Medical Health Authorities from being present at their duties shall be entitled to their salary, benefits, continued accrual of seniority and without loss of sick leave credits.

19.06 Workplace Safety and Insurance Board (WSIB)

- (a) The Employer shall provide coverage for all employees through the Workplace Safety and Insurance Board (WSIB).
- (b) The employee will use the percentage of sick leave required to bring earnings to regular salary level.
- (c) When an employee is injured during the performance of his/her duties and is unable to perform such duties and receives approval for loss of earnings benefits under the *Workplace Safety and Insurance Act*, the employee will receive from the Employer an amount which, after all deductions have been made, is equal to what the employee would otherwise have received. A deduction from the employee's sick leave credits will be made at a rate equal to the top-up as long as the employee has sick leave credits available.
- (d) While the claim is pending approval, the absence will be covered by the employee's sick leave credits. Upon Workplace Safety and Insurance Board approval, the employee's sick leave credits shall be adjusted in accordance with the Workplace Safety and Insurance benefit.
- (e) It is understood and agreed that (c) and (d) will apply so long as the employee has sick leave credits. In the event that the sick leave credits are exhausted, the employee will receive the WSIB benefit.

19.07 Long Term Disability (LTD)

Employees on LTD will continue to receive benefits as per Article 21 and accrue seniority while on leave.

ARTICLE 20 - SICK LEAVE CREDIT GRATUITY

20.01 When an employee retires to a pension after a period of two (2) years or more, or terminates their services after a period of five (5) years or more, the employee shall be granted a gratuity for the unexpended portion of the employee's accumulated sick leave credits up to a maximum of fifty percent (50%) of annual salary at the date of leaving in accordance with the following table.

20.02 A day's pay shall be one over two hundred and forty (1/240) of the annual salary in effect during the last year of employment.

20.03	Years of Service	% Of days accumulated not exceeding two hundred and forty (240) days at time of retirement allowance for gratuity purposes
	2	20%
	3	20%
	4	20%
	5	20%

6	22%
7	24%
8	26%
9	28%
10	30%
11	32%
12	34%
13	36%
14	38%
15	40%
16	42%
17	44%
18	46%
19	48%
20	50%

Computation for sick leave gratuity will be made on a six (6) month interval.

Example:

An employee leaving the service of OSSTF after ten (10) years of service, whose annual salary during the last year of employment was forty-three thousand, one hundred and sixty dollars (\$43,160) and who had one hundred and forty-five (145) days accumulated to their credit, would receive:

$$\frac{1}{240} \times \$43,160 \times 145 \times \frac{30}{100} = \$7,822.62$$

- 20.04 The gratuity shall be paid in one (1) payment either immediately on termination, or in January of the year following termination at the choice of the employee.
- 20.05 On the death of an employee, any accumulated gratuity for which the employee was eligible at the time of death shall be paid to the beneficiary(ies) named by the employee or to the employee's estate.

ARTICLE 21 - EMPLOYEE BENEFITS AND LIFE INSURANCE

21.01 Administration of Benefit Policies

- (a) The parties recognize that the payment of benefits is solely the responsibility of the carrier(s).
- (b) If a member encounters difficulty in the application of any portion of the Benefits Plan, the Union and/or the member may request and receive written clarification of the carrier's position from the Employer, subject to a release by an employee of protected information.
- (c) The Employer will make monthly payments for coverage for employees enrolled in Extended Health, Travel and Dental Benefits as set out in The Manufacturers Life Insurance Company Group Contract #9135A or equivalent. Coverage shall

include dependent children less than twenty-one (21) years of age. Coverage will continue with respect to Extended Health and Dental (up to age twenty-seven (27) for Deluxe Travel Benefit) if enrolled in full-time attendance at an accredited college, university or other institute of higher learning. Coverage will continue for unmarried dependents age twenty-one (21) and over who are incapable of self-support due to mental or physical disability.

21.02 LTD

- (a) COPE 343 shall be responsible for the administration of the LTD plan for its members and OSSTF shall facilitate the payroll deductions of the premiums. The Employer will provide the Union with the information necessary in order to complete the process.
- (b) Members must apply for LTD once they have used sixty (60) consecutive sick days.

21.03 (a) Extended Health

Extended Health benefits include:

- OTIP Drug Formulary – drugs that legally require a written prescription and life sustaining drugs.
 - one dollar (\$1.00) deductible per prescription
 - mandatory generic with appeals, unless otherwise prescribed by physician
 - semi-private and private hospital accommodation
 - private duty nursing capped at maximum of twenty thousand (\$20,000) per year
 - paramedical services that include massage therapy, speech pathologist, naturopathic, osteopath, chiropractor, podiatrist, nutritional counseling, physiotherapy, with maximum as per group policy
 - Mental health practitioner to \$850 per person per calendar year, including Clinical Counsellors, Marriage and Family Therapists, Psychoanalysts, Psychologists, Psychotherapists and Social Workers.
 - PSA test when requested by a physician
 - radium treatments, blood products and accidental dental coverage
 - vision care (elective contact lenses or prescription glasses) \$650 every two years
 - eye examinations (once every twenty-four (24) consecutive months)
 - elective laser vision care procedures (\$3,000 per lifetime)
 - hearing aids total cost of replacement (once every thirty-six (36) consecutive months)
 - prosthetic appliances, medical aids, appliances and supplies (including glucometers, lancets and autoclix, autolets and blood monitoring machine for diabetics)
 - smoking cessation aids as prescribed to a maximum of \$500.00 per lifetime.
 - sleep apnea supplies and machines
 - custom orthotics will be capped at one (1) pair per calendar year

(b) Deluxe Travel

Deluxe Travel benefits for you and/or your eligible dependents who are vacationing or travelling for other than health reasons. Coverage is for a maximum of sixty (60) days following the date of departure from the province of residence for any one trip for emergency illness or as a result of an accident which occurs while travelling outside the province of residence.

(c) Dental Benefits

- (i) Dental benefits include: current ODA; one hundred percent (100%) co-payment for complete and/or partial dentures, major dental adjustments, and fixed prosthodontic services or implant paid to the level that the previous would be paid; one hundred percent (100%) co-payment for restorative services (crowns); one hundred percent (100%) co-payment for orthodontic services with a lifetime maximum of six thousand dollars (\$6,000) per child.
- (ii) recall examinations nine (9) months for adults; six (6) months recall for children.

(d) Club Membership and Wellness Fund

Each employee who applies and provides receipts, will receive up to four hundred dollars (\$400) to cover the cost of yearly membership dues in a professional/health club(s) or to cover costs related to health and wellness programs or personal wellness equipment or professional/personal development courses at a community college or university; job related courses towards a diploma or degree at a recognized institute of learning.

An employee shall have the ability to carry any unused portion of the \$400 entitlement to the following year so that up to \$800 is available in year two (2) for the cost of those items listed above. The member must advise the CFO and Human Resources, by December 31st, in writing, of the intention to carry the entitlement over to the second year.

(e) Professional Training

- (i) OSSTF shall grant full-time off with pay, pay course fees and all associated expenses, if necessary, in accordance with OSSTF's current voucherable rates, for courses taken during regular office hours as requested in writing by the Supervisor.
- (ii) The OSSTF shall pay course fees and travelling expenses when a course is not available during regular office hours and is requested in writing by the Supervisor. In this case, time attending the course will be considered time worked.

(f) Professional Fees

The Employer shall reimburse COPE members annually for professional fees and for any licensing/ certification costs required in relation to their current assignment. The Employer reserves the right to determine which employees, based on their position and job duties and responsibilities, are entitled to this allowance.

(g) Group Life and Dependent Life Insurance

- (i) The Employer agrees to administer a Group Life and Dependent Life Insurance Plans on behalf of each employee in accordance with the provisions of the group policy, at a level of coverage of two (2) times salary, but not less than seventy-five thousand dollars (\$75,000) for each employee. Dependent Life shall include fifteen thousand dollars (\$15,000) for spousal and seventy-five hundred dollars (\$7,500) for each dependent. The premium cost of this coverage shall be fully paid for by the Employer.
- (ii) July 1st each year an employee may elect to increase the level of insurance by multiples of twenty-five thousand dollars (\$25,000) subject to the limitations and approval of the carrier and such insurance will be paid one hundred percent (100%) by the employee.

21.04 Retirement

- (a) There shall be no mandatory retirement age. Retirement may be taken at any time of the year by mutual consent.
- (b) Members leaving the employment of OSSTF are encouraged to serve notice to the office of the General Secretary at least five (5) calendar months prior to the date of termination of employment.

21.05 Staff Pension

- (a) All permanent employees shall contribute to the staff pension plan. Notwithstanding the preceding, all employees hired after September 1, 2006, who are qualified under the terms of the Ontario Municipal Employees Retirement Act shall belong to that plan.
- (b) The pension shall be based on two percent (2%) of the Final Average Earnings of the best five (5) years multiplied by the number of years and completed months of credited service.
- (c) An unreduced pension shall be available at age sixty (60). A joint life and survivor benefit reduced to maximum of sixty percent (60%) shall be available.
- (d) The pension shall be reduced for each year less than sixty (60) by no more than eight percent (8%) per year except that for early retirement at or after age fifty-five (55), this reduction shall not exceed four percent (4%) per year.

- (e) The Employer shall contribute an amount that represents the difference between employee contributions and the actual cost to provide the benefits under that plan and the cost of the administration of the plan.
- (f) The pension shall be increased on January 1 each year following your sixtieth (60th) birthday, based on the increases in the Canada CPI subject to a maximum of four percent (4%). Any excess above four percent (4%) will be carried forward to a year when the Canada CPI is less than four percent (4%).
- (g) Employee contribution shall be eight and three-quarters percent (8.75%) during the term of this Agreement.
- (h) If any employee is requested to retire, the employee shall not suffer any loss in the pension benefits which shall be implemented during the life of the Agreement.
- (i) A statement will be provided once a year to each employee showing contributions to date to the plan.
- (j) An employee may continue in service after his/her normal retirement date. The employee will continue to contribute to this plan and payment of the pension will be postponed until his/her actual retirement date, but not later than the first of the month preceding the end of the year in which his/her sixty-ninth (69th) birthday occurs.
- (k) An employee who is granted an unpaid pregnancy or parental leave will continue to participate in the plan and accrue credited service during such leave unless written notice is given to the Employer two (2) weeks before the leave that the employee does not wish to participate in the plan or make contributions, in which event, the employee will not accrue credited service during such leave.
- (l) The parties will, during the term of this Collective Agreement, establish a joint Union-Management Committee to monitor, make recommendations for the administration and promote awareness of the staff pension plan.

21.06 Retiree Benefits

- (a) Any employee who retires and is eligible to receive pension benefits shall be entitled to be enrolled in the Group Retiree Benefits Plan, under plan 9135A, until the earlier of five (5) years from date of retirement or age sixty-five (65). The premiums for this plan shall be paid for on the following basis:

<u>Years of Service</u>	<u>Employee Share</u>	<u>Employer Share</u>
20 or more	0%	100%
13 to 19	25%	75%
10 to 12	50%	50%

- (b) Any employee who retires and is eligible to receive pension benefits shall have the option of continuing life insurance coverage of fifty thousand dollars (\$50,000) up to the end of the month in which the employee turns sixty-five (65)

years of age. The employee shall be responsible for one hundred percent (100%) of the premium cost at the OSSTF group rate and payment shall be made by credit card or by post-dated cheques.

ARTICLE 22 - JOB DESCRIPTIONS

- 22.01 Job descriptions are the exclusive purview of the Employer. Notwithstanding the preceding, the Employer will consult the Union and the employee, if necessary, before finalizing new or revised job descriptions. All job descriptions shall be contained in the Office Procedures Manual which shall be issued and revised as changes occur.

ARTICLE 23 - WORK ASSIGNMENTS

- 23.01 The Associate General Secretaries shall obtain input from all Administrative Assistants who wish to change assignments or who will be assigned to new departments for the following OSSTF year.
- 23.02 The Employer shall ensure that the assignments of work within a department are reasonably equitable. The Employer will complete assignments no later than July 15th of each year. The parties agree that assignments may change during the year to accommodate staff changes and/or workload concerns.
- 23.03 Where vacation, sick leave, or other leaves occur during heavy office periods, the Employer shall provide office overload help or provide authorization for overtime when required.
- 23.04 If an employee has been hired because of a specific administrative or technical skill, the Employer will utilize such skill if at all possible.
- 23.05 (a) Where work assignments in the office are inequitable, the Employer shall have the right to reassign employees to balance the workload.
- (b) Administrative Coordinators shall assist the appropriate Associate General Secretary in the balancing of administrative workload within the department, through the assignment and prioritizing of departmental work in consultation with the appropriate Associate General Secretary.
- 23.06 All assignments of bargaining unit work shall be restricted to those persons who are covered by this Collective Agreement save and except as permitted by other provisions of this Agreement.
- 23.07 Any employee temporarily assigned to fill a position which has a higher rate of pay for a period of two (2) or more worked weeks shall be paid in accordance with schedules for the job to which the employee has been temporarily assigned for the duration of such assignment. If the minimum rate for the higher classification is less than one hundred and five percent (105%) of the employee's normal rate, the employee shall be paid at the level of one hundred and five percent (105%) of the employee's normal rate of pay. Should the period of such assignment extend to six (6) months or more, the employee shall

be paid at the same experience level they have earned in their own classification.

- 23.08 The Employer shall provide such on-the-job training as is deemed necessary. This training shall be provided, when possible, within the normal work week in accordance with Article 12.10(c).

ARTICLE 24 - SALARY SCHEDULES

- 24.01 Salary schedules will be amended to a three (3) year grid: Start, one (1) year, two (2) years. Notwithstanding this change, all current permanent employees will be placed at the 2 years step of their current classification.
- 24.02 The Employer shall determine the salary of newly created jobs or classifications in consultation with the Union.

See Appendix A

Effective January 1, 2022 – Increase of 2%

- On the grid salary and non-grid salary as applicable.

Effective January 1, 2023 – Increase of 1.5%

- On the grid salary and non-grid salary as applicable.

Effective January 1, 2024 – Increase of 1.5%

- On the grid salary and non-grid salary as applicable.

Effective January 1, 2025 – Increase of 1%

- On the grid salary and non-grid salary as applicable

Effective December 31, 2025 – Increase of 1.5%

- On the grid salary and non-grid salary as applicable.

ARTICLE 25 – BILINGUAL ALLOWANCE

- 25.01 An allowance will be added to the salary of an employee who is required to make use of skills in both English and French in order to perform their duties, in an amount of fifty dollars (\$50) per week. The Employer reserves the right to determine which employees, based on their position and job duties and responsibilities, are entitled to this allowance.

ARTICLE 26 - LONGEVITY

- 26.01 Employees with five (5) or more years' service will receive a bonus of five hundred dollars (\$500) per year for the previous twelve (12) month period payable in the pay period immediately prior to the employees' fifth (5th) and subsequent anniversary dates.

Employees with ten (10) or more years' service will receive a bonus of nine hundred dollars (\$900) per year for the previous twelve (12) month period payable in the pay period immediately prior to the employees' tenth (10th) and subsequent anniversary dates.

Employees with fifteen (15) years or more years' service will receive a bonus of eleven hundred dollars (\$1,100) per year for the previous twelve (12) month period payable in the pay period immediately prior to the employees' fifteenth (15th) and subsequent anniversary dates.

Employees with twenty (20) years or more years' service will receive a bonus of fifteen hundred dollars (\$1,500) per year for the previous twelve (12) month period payable in the pay period immediately prior to the employees' twentieth (20th) and subsequent anniversary dates.

The allowance shall be pro-rated for the number of months worked in the final year of any employee leaving the service of the Federation to a pension. Payment will be by direct bank deposit with the salary cheque deposited in accordance with the timelines above.

- 26.02 Any employee hired after July 1, 2004, shall not be entitled to any longevity bonus.

ARTICLE 27 - GRIEVANCE PROCEDURE

For the purposes of Articles 27, 28, 29, timelines will be considered suspended during the Winter Break, March Break and the July and August summer period unless otherwise agreed to by the parties.

- 27.01 A grievance shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement.

- 27.02 All grievances shall be handled in the following manner:

(a) **Individual Grievance**

An individual grievance based on a decision made at the level of Supervisor or Director shall commence at Step 1 within ten (10) working days after the circumstances giving rise to the grievance became known, or reasonably ought to have been known.

An individual grievance based on a decision made at the level of an Associate General Secretary or above shall commence at Step 2.

(b) **Group Grievance**

Where a number of employees have similar grievances, a group grievance shall be filed at Step 2 of the grievance procedure within ten (10) working days after the circumstances giving rise to the grievances became known, or reasonably ought to have been known.

(c) Policy Grievance

A policy grievance by the Union or the Employer shall be filed at Step 2 within ten (10) working days after the circumstances giving rise to the grievance became known, or reasonably ought to have been known.

27.03 Step 1 - Complaint Stage

- (a) An employee, who may elect to be accompanied by a union steward, may initiate a complaint with a Supervisor or Director within ten (10) working days after the circumstances giving rise to the complaint became known or reasonably ought to have been known. The Supervisor or Director shall meet with the employee and render a decision within ten (10) working days of receiving the complaint.
- (b) An individual grievance based on a decision made at the level of an Associate General Secretary or above shall commence at Step 2.

27.04 Step 2

- (a) A grievance, signed by the grievor(s) and a union steward, shall be submitted in writing to the General Secretary by a union steward within ten (10) working days after the circumstances giving rise to the grievance became known or reasonably ought to have been known, or within ten (10) working days of the response of the Supervisor or Director in the case of an individual grievance begun at Step 1. In the case of an individual grievance, the employee shall be present if the employee so elects.
- (b) The General Secretary shall meet with the union steward and shall render a decision in writing within ten (10) working days of such meeting.

27.05 Step 3

- (a) Failing satisfactory settlement at Step 2, the Union or Employer may, within ten (10) working days of receiving the response of the other party, submit the grievance to the OSSTF President or the Union Grievance Committee, as the case may be. The President and General Secretary and the Union Grievance Committee shall meet within ten (10) working days of the receipt of the grievance and COPE 343 or OSSTF, as the case may be, shall render a decision within ten (10) working days of the meeting.
- (b) In the case of an individual grievance, the employee may be present at the meeting if the employee so elects.

ARTICLE 28 - ARBITRATION

- 28.01 (a) Failing satisfactory settlement, the Union or the Employer, as the case may be, may refer the grievance to arbitration within ten (10) working days of the receipt of the response of the other party.

- (b) The Union and the Employer shall within fifteen (15) working days agree on an arbitrator. Failing mutual consent either party may apply to the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

Notwithstanding 28.01 (b), the parties may agree on an arbitration board. The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and the particulars of the grievance in dispute.

- (c) The party receiving the notice shall, within ten (10) working days appoint a member to the Board and shall notify the other party in writing of its appointment.
 - (d) The two (2) nominees so appointed shall, within fifteen (15) working days from their appointment or such further time as mutually agreed upon, confer to select a third party to be Chairperson. Failing agreement, either of them may apply to the Minister of Labour for the Province of Ontario to appoint a Chairperson.
- 28.02 (a) Notwithstanding 28.01 above, the parties may agree to have a sole Arbitrator, mutually agreed upon, who shall act in place of an Arbitration Board.
- (b) The party desiring a sole Arbitrator will so notify the other party in writing in accordance with the provisions of Article 28.01(a). If the parties mutually agree to use a sole Arbitrator, they will exchange names of proposed Arbitrators and attempt to agree upon an Arbitrator within fifteen (15) working days, or such further period as may be agreed. Failing agreement to use a sole Arbitrator, or agreement on the Arbitrator to be appointed, within the above time period, the Arbitration Board shall be appointed in accordance with Article 28.01.
- 28.03 The parties agree to make their best efforts to expedite Arbitration proceedings. The decision of the majority and where there is no majority, the decision of the Chair will be final and binding upon the parties and shall be carried out forthwith unless either party submits the award to Judicial Review.
- 28.04 Each party shall pay their own costs and expenses of the Arbitration, the remuneration and disbursements of their appointees and one-half (½) the expenses of the Chairperson.
- 28.05 The Arbitration Board or Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decisions contrary to the terms and provisions of this Agreement or alter any seniority status of any employee.
- 28.06 The Arbitration Board or Arbitrator, in reviewing any disciplinary action of the Employer, shall have the power to vary the penalty imposed by the Employer.

ARTICLE 29 - GRIEVANCE MEDIATION

- 29.01 (a) At any stage of the grievance/arbitration procedure in Articles 27 and 28, the parties by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached.
- (b) The timelines outlined in the grievance/arbitration procedure may, subject to mutual agreement, be frozen at the time the parties mutually agree, in writing, to use the grievance mediation procedure. Otherwise, all timelines for the grievance/arbitration procedure shall remain in effect. If timelines are frozen, upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance/arbitration procedure shall continue from the point at which they were frozen.
- (c) Each party shall pay its own costs and expenses and one-half (½) the expenses of the Mediator.

ARTICLE 30 - NO STRIKE OR LOCKOUTS

- 30.01 There shall be no strikes on the part of the Union and no lock-outs on the part of the Employer during the lifetime of this Agreement.
- 30.02 Should a member be physically prevented from crossing a picket line, the General Secretary will be immediately notified of the employee's reason for absence and no disciplinary action will be taken as a result of the employee's absence on that day.
- 30.03 Should a strike which is authorized by the COPE, Local 343 occur, members will not be prohibited from contributing strike support outside normal working hours.
- 30.04 Should a strike occur involving members of the Staff Association, no member of the bargaining unit will undertake any function normally performed by a member of the Staff Association.

ARTICLE 31 - EQUAL PAY FOR WORK OF EQUAL VALUE

- 31.01 Where an employee has the necessary qualifications and/or has proven ability to handle the work, there shall be no discrimination between women and men in the matter of appointments to vacant positions or in salaries for such positions.

ARTICLE 32 - GENERAL

- 32.01 It is agreed that within reason, and wherever possible, previous considerations that were enjoyed by staff during the life of the predecessor Agreement will be continued during the life of this Agreement.

- 32.02 Each employee covered by this Agreement will be paid every two (2) weeks. The Employer shall arrange to deposit each employee's salary directly into the employee's bank or trust company account.

ARTICLE 33 - HEALTH AND SAFETY

- 33.01 The Employer shall make all reasonable provisions for the safety and health of the employees during working hours. The Union may from time to time bring to the attention of the Employer any suggestions in this regard and also any other suggestions for improvements in conditions of work.
- 33.02 The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations, including the provision to provide employees with: the right to know, the right to participate, and the right to refuse as is currently outlined under the *Occupational Health and Safety Act*.
- 33.03 The Union shall be represented on the Health and Safety Committee with a minimum of two (2) members. Such members shall be released from their work assignments for properly called meetings of the Health and Safety Committee held during working hours without loss of salary or benefits. The Committee shall meet at least three (3) times annually. Additional meetings may be called upon written request, from either party.
- 33.04 The Union shall have the right to receive the minutes of the Health and Safety Committee.
- 33.05 No employee shall be required to undertake any work deemed by the Health and Safety Committee to be unsafe or hazardous. In the event of a dispute, the provisions of the legislation apply.
- 33.06 (a) OSSTF will ensure training so that at least one (1) Union member of the Health and Safety Committee becomes a Certified Member of the Committee.
- (b) OSSTF will update training for First Aid and Heart Saver Program.
- 33.07 The Employer agrees to undertake an ergonomic assessment of a COPE member's workstation upon request within six (6) months of his/her hiring date or upon change in workstation or upon request. Changes required resulting from the assessments shall be implemented as soon as feasible thereafter and shall be adhered to by the employee.

ARTICLE 34 - UNION LABEL

- 34.01 (a) That all material prepared by COPE 343 members should carry the reference initials and an acknowledgement of the preparation by COPE, Local 343.
- (i) All communications prepared by Union members should carry the phrase cope343 under the initials.

- (ii) For a large document, e.g., the Annual Assembly volumes, a sheet acknowledging that this work was prepared at Provincial Office the cooperation of members of COPE, Local 343, or the Union label.
- (b) COPE 343 will not unreasonably deny a request by the Employer to waive the above requirements with respect to a specific document or documents.

ARTICLE 35 - NO DISCRIMINATION/NO HARASSMENT

- 35.01 All employees shall have the right to work in a harassment-free workplace in accordance with OSSTF/FEESO'S anti-harassment policy and the Human Rights Code.

ARTICLE 36 - CAFETERIA

- 36.01 The Employer will maintain a staffed cafeteria service for all employees at a reasonable cost.

ARTICLE 37 - EI REBATE

- 37.01 The Employer shall rebate 5/12 of the EI premium reduction to the COPE 343 Rebate Fund at the end of every month.

ARTICLE 38 - COMMITTEE OF COMMON CONCERNS

- 38.01 There shall be a Committee of Common Concerns consisting of up to three (3) members designated by the Provincial Executive and three (3) members designated by COPE 343 who shall meet at the request in writing of either party to discuss mutual concerns. In addition, each party may choose to bring other resource people to these meetings from time to time. The Committee shall meet within ten (10) working days of a request in writing of either party unless mutually agreed otherwise.

Signed at Toronto this 15 of August, 2022.

For OSSTF

C. Good
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For COPE 343

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APPENDIX A – COPE 343 JOB CLASSIFICATIONS AND SALARY SCHEDULES

COPE JOB CLASSIFICATIONS AND SALARY SCHEDULES INCREASE JAN 01, 2022 - 2.0%

LEVEL	JOB CLASSIFICATION	Effective January 01, 2022										Target Rate Annual
		Start			1 Year			2 Years				
		Weekly	Hourly	Annual	Weekly	Hourly	Annual	Weekly	Hourly	Annual		
1	Lunchroom Attendant Assistant (Half-time) Receptionist/Administrative Clerk Administrative Clerk	\$399	\$22.79	\$20,736	\$424	\$24.22	\$22,037	\$486	\$27.79	\$25,290	\$27.79	\$25,290
		\$798	\$22.79	\$41,471	\$848	\$24.22	\$44,074	\$973	\$27.79	\$50,580	\$27.79	\$50,580
		\$798	\$22.79	\$41,471	\$848	\$24.22	\$44,074	\$973	\$27.79	\$50,580	\$27.79	\$50,580
2	Production Assistant Records Management Assistant Accounting Clerk ** Lunchroom Attendant Membership Administrator ***	\$864	\$24.68	\$44,923	\$928	\$26.52	\$48,261	\$1,067	\$30.50	\$55,503	\$30.50	\$55,503
		\$864	\$24.68	\$44,923	\$928	\$26.52	\$48,261	\$1,067	\$30.50	\$55,503	\$30.50	\$55,503
		\$864	\$24.68	\$44,923	\$928	\$26.52	\$48,261	\$1,067	\$30.50	\$55,503	\$30.50	\$55,503
		\$864	\$24.68	\$44,923	\$928	\$26.52	\$48,261	\$1,067	\$30.50	\$55,503	\$30.50	\$55,503
		\$864	\$24.68	\$44,923	\$928	\$26.52	\$48,261	\$1,067	\$30.50	\$55,503	\$30.50	\$55,503
3	Graphic Designer Administrative Assistant Junior Accountant	\$1,021	\$29.16	\$53,070	\$1,067	\$30.50	\$55,503	\$1,234	\$35.25	\$64,159	\$35.25	\$64,159
		\$1,021	\$29.16	\$53,070	\$1,067	\$30.50	\$55,503	\$1,234	\$35.25	\$64,159	\$35.25	\$64,159
		\$1,021	\$29.16	\$53,070	\$1,067	\$30.50	\$55,503	\$1,234	\$35.25	\$64,159	\$35.25	\$64,159
4	Information Coordinator *** Research Technician AMP/AL Leadership Conf. Administrative Assistant Senior Graphic Designer Translator Records Management Coordinator *** Fee Administrator/Data Specialist *** Legal Assistant	\$1,123	\$32.08	\$58,388	\$1,169	\$33.39	\$60,764	\$1,363	\$38.94	\$70,876	\$38.94	\$70,876
		\$1,123	\$32.08	\$58,388	\$1,169	\$33.39	\$60,764	\$1,363	\$38.94	\$70,876	\$38.94	\$70,876
		\$1,123	\$32.08	\$58,388	\$1,169	\$33.39	\$60,764	\$1,363	\$38.94	\$70,876	\$38.94	\$70,876
		\$1,123	\$32.08	\$58,388	\$1,169	\$33.39	\$60,764	\$1,363	\$38.94	\$70,876	\$38.94	\$70,876
		\$1,123	\$32.08	\$58,388	\$1,169	\$33.39	\$60,764	\$1,363	\$38.94	\$70,876	\$38.94	\$70,876
		\$1,123	\$32.08	\$58,388	\$1,169	\$33.39	\$60,764	\$1,363	\$38.94	\$70,876	\$38.94	\$70,876
		\$1,123	\$32.08	\$58,388	\$1,169	\$33.39	\$60,764	\$1,363	\$38.94	\$70,876	\$38.94	\$70,876
5	Publications Manager/Editorial Assistant *** Administrative Coordinator * Senior Accountant Payroll Specialist Microcomputer Support Programmer System Analyst Contract Maintenance/Research Specialist *** Webmaster Office Technical Support Analyst	\$1,237	\$35.35	\$64,329	\$1,273	\$36.37	\$66,196	\$1,547	\$44.20	\$80,444	\$44.20	\$80,444
		\$1,237	\$35.35	\$64,329	\$1,273	\$36.37	\$66,196	\$1,547	\$44.20	\$80,444	\$44.20	\$80,444
		\$1,237	\$35.35	\$64,329	\$1,273	\$36.37	\$66,196	\$1,547	\$44.20	\$80,444	\$44.20	\$80,444
		\$1,237	\$35.35	\$64,329	\$1,273	\$36.37	\$66,196	\$1,547	\$44.20	\$80,444	\$44.20	\$80,444
		\$1,237	\$35.35	\$64,329	\$1,273	\$36.37	\$66,196	\$1,547	\$44.20	\$80,444	\$44.20	\$80,444
		\$1,237	\$35.35	\$64,329	\$1,273	\$36.37	\$66,196	\$1,547	\$44.20	\$80,444	\$44.20	\$80,444
		\$1,237	\$35.35	\$64,329	\$1,273	\$36.37	\$66,196	\$1,547	\$44.20	\$80,444	\$44.20	\$80,444
		\$1,237	\$35.35	\$64,329	\$1,273	\$36.37	\$66,196	\$1,547	\$44.20	\$80,444	\$44.20	\$80,444
		\$1,237	\$35.35	\$64,329	\$1,273	\$36.37	\$66,196	\$1,547	\$44.20	\$80,444	\$44.20	\$80,444
		\$1,237	\$35.35	\$64,329	\$1,273	\$36.37	\$66,196	\$1,547	\$44.20	\$80,444	\$44.20	\$80,444
		\$1,237	\$35.35	\$64,329	\$1,273	\$36.37	\$66,196	\$1,547	\$44.20	\$80,444	\$44.20	\$80,444
6	Translator-Reviser/Coordinator	\$1,318	\$37.65	\$68,515	\$1,361	\$38.89	\$70,779	\$1,648	\$47.10	\$85,715	\$47.10	\$85,715

* The Administrative Coordinator PE Department duties will include Provincial Council Administration

*** The grid shown is for new hires only. The current incumbents in the role will be paid at the rate specified in clause xx.x until the target rate surpasses their rate of pay

Note that the Weekly Pay Columns above represent the agreed upon rates of pay. The Hourly and Annual columns are for disclosure purposes only.

COPE JOB CLASSIFICATIONS AND SALARY SCHEDULES
INCREASE JAN 01, 2023 - 1.5%

LEVEL	JOB CLASSIFICATION	Effective January 01, 2023										Target Rate Annual
		Start			1 Year			2 Years				
		Weekly	Hourly	Annual	Weekly	Hourly	Annual	Weekly	Hourly	Annual		
1	Lunchroom Attendant Assistant (Half-time) Receptionist/Administrative Clerk Administrative Clerk	\$405	\$23.13	\$21,047	\$430	\$24.58	\$22,368	\$494	\$28.21	\$25,670	\$25,670	
		\$809	\$23.13	\$42,093	\$860	\$24.58	\$44,735	\$987	\$28.21	\$51,339	\$51,339	
		\$809	\$23.13	\$42,093	\$860	\$24.58	\$44,735	\$987	\$28.21	\$51,339	\$51,339	
2	Production Assistant Records Management Assistant Accounting Clerk *** Lunchroom Attendant Membership Administrator ***	\$877	\$25.05	\$45,596	\$942	\$26.91	\$48,985	\$1,083	\$30.95	\$56,335	\$56,335	
		\$877	\$25.05	\$45,596	\$942	\$26.91	\$48,985	\$1,083	\$30.95	\$56,335	\$56,335	
		\$877	\$25.05	\$45,596	\$942	\$26.91	\$48,985	\$1,083	\$30.95	\$56,335	\$56,335	
		\$877	\$25.05	\$45,596	\$942	\$26.91	\$48,985	\$1,083	\$30.95	\$56,335	\$56,335	
		\$877	\$25.05	\$45,596	\$942	\$26.91	\$48,985	\$1,083	\$30.95	\$56,335	\$56,335	
3	Graphic Designer Administrative Assistant Junior Accountant	\$1,036	\$29.60	\$53,866	\$1,083	\$30.95	\$56,335	\$1,252	\$35.78	\$65,121	\$65,121	
		\$1,036	\$29.60	\$53,866	\$1,083	\$30.95	\$56,335	\$1,252	\$35.78	\$65,121	\$65,121	
		\$1,036	\$29.60	\$53,866	\$1,083	\$30.95	\$56,335	\$1,252	\$35.78	\$65,121	\$65,121	
4	Information Coordinator *** Research Technician AMPAA/Leadership Conf. Administrative Assistant Senior Graphic Designer Translator Records Management Coordinator *** Fee Administrator/Data Specialist *** Legal Assistant	\$1,140	\$32.56	\$59,264	\$1,186	\$33.89	\$61,676	\$1,383	\$39.53	\$71,939	\$71,939	
		\$1,140	\$32.56	\$59,264	\$1,186	\$33.89	\$61,676	\$1,383	\$39.53	\$71,939	\$71,939	
		\$1,140	\$32.56	\$59,264	\$1,186	\$33.89	\$61,676	\$1,383	\$39.53	\$71,939	\$71,939	
		\$1,140	\$32.56	\$59,264	\$1,186	\$33.89	\$61,676	\$1,383	\$39.53	\$71,939	\$71,939	
		\$1,140	\$32.56	\$59,264	\$1,186	\$33.89	\$61,676	\$1,383	\$39.53	\$71,939	\$71,939	
		\$1,140	\$32.56	\$59,264	\$1,186	\$33.89	\$61,676	\$1,383	\$39.53	\$71,939	\$71,939	
		\$1,140	\$32.56	\$59,264	\$1,186	\$33.89	\$61,676	\$1,383	\$39.53	\$71,939	\$71,939	
		\$1,140	\$32.56	\$59,264	\$1,187	\$33.89	\$61,676	\$1,383	\$39.53	\$71,939	\$71,939	
		\$1,140	\$32.56	\$59,264	\$1,187	\$33.89	\$61,676	\$1,383	\$39.53	\$71,939	\$71,939	
5	Publications Manager/Editorial Assistant *** Administrative Coordinator * Senior Accountant Payroll Specialist Microcomputer Support Programmer System Analyst Contract Maintenance/Research Specialist *** Webmaster Office Technical Support Analyst	\$1,256	\$35.88	\$65,294	\$1,292	\$36.92	\$67,189	\$1,570	\$44.86	\$81,651	\$81,651	
		\$1,256	\$35.88	\$65,294	\$1,292	\$36.92	\$67,189	\$1,570	\$44.86	\$81,651	\$81,651	
		\$1,256	\$35.88	\$65,294	\$1,292	\$36.92	\$67,189	\$1,570	\$44.86	\$81,651	\$81,651	
		\$1,256	\$35.88	\$65,294	\$1,292	\$36.92	\$67,189	\$1,570	\$44.86	\$81,651	\$81,651	
		\$1,256	\$35.88	\$65,294	\$1,292	\$36.92	\$67,189	\$1,570	\$44.86	\$81,651	\$81,651	
		\$1,256	\$35.88	\$65,294	\$1,292	\$36.92	\$67,189	\$1,570	\$44.86	\$81,651	\$81,651	
		\$1,256	\$35.88	\$65,294	\$1,292	\$36.92	\$67,189	\$1,570	\$44.86	\$81,651	\$81,651	
		\$1,256	\$35.88	\$65,294	\$1,292	\$36.92	\$67,189	\$1,570	\$44.86	\$81,651	\$81,651	
		\$1,256	\$35.88	\$65,294	\$1,292	\$36.92	\$67,189	\$1,570	\$44.86	\$81,651	\$81,651	
6	Translator-Reviser/Coordinator	\$1,337	\$38.21	\$69,543	\$1,382	\$39.47	\$71,840	\$1,673	\$47.80	\$87,001	\$87,001	
		\$1,337	\$38.21	\$69,543	\$1,382	\$39.47	\$71,840	\$1,673	\$47.80	\$87,001	\$87,001	

* The Administrative Coordinator PE Department duties will include Provincial Council Administration

*** The grid shown is for new hires only. The current incumbents in the role will be paid at the rate specified in clause xx.x until the target rate surpasses their rate of pay

Note that the Weekly Pay Columns above represent the agreed upon rates of pay. The Hourly and Annual columns are for disclosure purposes only.

COPE JOB CLASSIFICATIONS AND SALARY SCHEDULES
INCREASE JAN 01, 2024 - 1.5%

LEVEL	JOB CLASSIFICATION	Effective January 01, 2024										Target Rate Annual
		Start			1 Year			2 Years				
		Weekly	Hourly	Annual	Weekly	Hourly	Annual	Weekly	Hourly	Annual		
1	Lunchroom Attendant Assistant (Half-time) Receptionist/Administrative Clerk Administrative Clerk	\$411 \$822 \$822	\$23.48 \$23.48 \$23.48	\$21,362 \$42,725 \$42,725	\$437 \$873 \$873	\$24.95 \$24.95 \$24.95	\$22,703 \$45,406 \$45,406	\$501 \$1,002 \$1,002	\$28.63 \$28.63 \$28.63	\$26,055 \$52,109 \$52,109	\$26,055 \$52,109 \$52,109	
2	Production Assistant Records Management Assistant Accounting Clerk *** Lunchroom Attendant Membership Administrator ***	\$890 \$890 \$890 \$890 \$890	\$25.43 \$25.43 \$25.43 \$25.43 \$25.43	\$46,280 \$46,280 \$46,280 \$46,280 \$46,280	\$956 \$956 \$956 \$956 \$956	\$27.32 \$27.32 \$27.32 \$27.32 \$27.32	\$49,719 \$49,719 \$49,719 \$49,719 \$49,719	\$1,100 \$1,100 \$1,100 \$1,100 \$1,100	\$31.42 \$31.42 \$31.42 \$31.42 \$31.42	\$57,180 \$57,180 \$57,180 \$57,180 \$57,180	\$57,180 \$57,180 \$57,180 \$57,180 \$57,180	
3	Graphic Designer Administrative Assistant Junior Accountant	\$1,052 \$1,052 \$1,052	\$30.06 \$30.06 \$30.06	\$54,704 \$54,704 \$54,704	\$1,100 \$1,100 \$1,100	\$31.42 \$31.42 \$31.42	\$57,180 \$57,180 \$57,180	\$1,272 \$1,272 \$1,272	\$36.34 \$36.34 \$36.34	\$66,144 \$66,144 \$66,144	\$66,144 \$66,144 \$66,144	
4	Information Coordinator *** Research Technician AMP/Leadership Conf. Administrative Assistant Senior Graphic Designer Translator Records Management Coordinator *** Fee Administrator/Data Specialist *** Legal Assistant	\$1,157 \$1,157 \$1,157 \$1,157 \$1,157 \$1,157 \$1,157 \$1,157	\$33.05 \$33.05 \$33.05 \$33.05 \$33.05 \$33.05 \$33.05 \$33.05	\$60,153 \$60,153 \$60,153 \$60,153 \$60,153 \$60,153 \$60,153 \$60,153	\$1,204 \$1,204 \$1,204 \$1,204 \$1,204 \$1,204 \$1,204 \$1,204	\$34.40 \$34.40 \$34.40 \$34.40 \$34.40 \$34.40 \$34.40 \$33.89	\$62,601 \$62,601 \$62,601 \$62,601 \$62,601 \$62,601 \$62,601 \$61,676	\$1,404 \$1,404 \$1,404 \$1,404 \$1,404 \$1,404 \$1,404 \$1,404	\$40.12 \$40.12 \$40.12 \$40.12 \$40.12 \$40.12 \$40.12 \$40.12	\$73,018 \$73,018 \$73,018 \$73,018 \$73,018 \$73,018 \$73,018 \$73,018	\$73,018 \$73,018 \$73,018 \$73,018 \$73,018 \$73,018 \$73,018 \$73,018	
5	Publications Manager/Editorial Assistant *** Administrative Coordinator * Senior Accountant Payroll Specialist Microcomputer Support Programmer System Analyst Contract Maintenance/Research Specialist *** Webmaster Office Technical Support Analyst	\$1,275 \$1,275 \$1,275 \$1,275 \$1,275 \$1,275 \$1,275 \$1,275 \$1,275	\$36.43 \$36.43 \$36.43 \$36.43 \$36.43 \$36.43 \$36.43 \$36.43 \$36.43	\$66,300 \$66,300 \$66,300 \$66,300 \$66,300 \$66,300 \$66,300 \$66,300 \$66,300	\$1,311 \$1,311 \$1,311 \$1,311 \$1,311 \$1,311 \$1,311 \$1,311 \$1,311	\$37.47 \$37.47 \$37.47 \$37.47 \$37.47 \$37.47 \$37.47 \$37.47 \$37.47	\$68,197 \$68,197 \$68,197 \$68,197 \$68,197 \$68,197 \$68,197 \$68,197 \$68,197	\$1,594 \$1,594 \$1,594 \$1,594 \$1,594 \$1,594 \$1,594 \$1,594 \$1,594	\$45.54 \$45.54 \$45.54 \$45.54 \$45.54 \$45.54 \$45.54 \$45.54 \$45.54	\$82,875 \$82,875 \$82,875 \$82,875 \$82,875 \$82,875 \$82,875 \$82,875 \$82,875	\$82,875 \$82,875 \$82,875 \$82,875 \$82,875 \$82,875 \$82,875 \$82,875 \$82,875	
6	Translator-Reviser/Coordinator	\$1,357	\$38.78	\$70,586	\$1,403	\$40.09	\$72,956	\$1,698	\$48.52	\$88,306	\$88,306	

* The Administrative Coordinator PE Department duties will include Provincial Council Administration

*** The grid shown is for new hires only. The current incumbents in the role will be paid at the rate specified in clause xx.x until the target rate surpasses their rate of pay

COPE JOB CLASSIFICATIONS AND SALARY SCHEDULES

INCREASE JAN 01, 2025 - 1.0%

LEVEL	JOB CLASSIFICATION	Effective January 01, 2025										Target Rate
		Start			1 Year			2 Years				
		Weekly	Hourly	Annual	Weekly	Hourly	Annual	Weekly	Hourly	Annual		
1	Lunchroom Attendant Assistant (Half-time) Receptionist/Administrative Clerk Administrative Clerk	\$415 \$830 \$830	\$23.71 \$23.71 \$23.71	\$21,576 \$43,152 \$43,152	\$441 \$882 \$882	\$25.20 \$25.20 \$25.20	\$22,930 \$45,860 \$45,860	\$506 \$1,012 \$1,012	\$28.92 \$28.92 \$28.92	\$26,315 \$52,630 \$52,630	\$26,315 \$52,630 \$52,630	
2	Production Assistant Records Management Assistant Accounting Clerk *** Lunchroom Attendant Membership Administrator ***	\$899 \$899 \$899 \$899 \$899	\$25.68 \$25.68 \$25.68 \$25.68 \$25.68	\$46,743 \$46,743 \$46,743 \$46,743 \$46,743	\$966 \$966 \$966 \$966 \$966	\$27.59 \$27.59 \$27.59 \$27.59 \$27.59	\$50,217 \$50,217 \$50,217 \$50,217 \$50,217	\$1,111 \$1,111 \$1,111 \$1,111 \$1,111	\$31.73 \$31.73 \$31.73 \$31.73 \$31.73	\$57,752 \$57,752 \$57,752 \$57,752 \$57,752	\$57,752 \$57,752 \$57,752 \$57,752 \$57,752	
3	Graphic Designer Administrative Assistant Junior Accountant	\$1,063 \$1,063 \$1,063	\$30.36 \$30.36 \$30.36	\$55,251 \$55,251 \$55,251	\$1,111 \$1,111 \$1,111	\$31.73 \$31.73 \$31.73	\$57,752 \$57,752 \$57,752	\$1,285 \$1,285 \$1,285	\$36.71 \$36.71 \$36.71	\$66,805 \$66,805 \$66,805	\$66,805 \$66,805 \$66,805	
4	Information Coordinator *** Research Technician AMP/ALeadership Conf. Administrative Assistant Senior Graphic Designer Translator Records Management Coordinator *** Fee Administrator/Data Specialist *** Legal Assistant	\$1,168 \$1,168 \$1,168 \$1,168 \$1,168 \$1,168 \$1,168 \$1,168	\$33.38 \$33.38 \$33.38 \$33.38 \$33.38 \$33.38 \$33.38 \$33.38	\$60,754 \$60,754 \$60,754 \$60,754 \$60,754 \$60,754 \$60,754 \$60,754	\$1,216 \$1,216 \$1,216 \$1,216 \$1,216 \$1,216 \$1,216 \$1,216	\$34.74 \$34.74 \$34.74 \$34.74 \$34.74 \$34.74 \$34.74 \$33.89	\$63,227 \$63,227 \$63,227 \$63,227 \$63,227 \$63,227 \$63,227 \$61,676	\$1,418 \$1,418 \$1,418 \$1,418 \$1,418 \$1,418 \$1,418 \$1,418	\$40.52 \$40.52 \$40.52 \$40.52 \$40.52 \$40.52 \$40.52 \$40.52	\$73,748 \$73,748 \$73,748 \$73,748 \$73,748 \$73,748 \$73,748 \$73,748	\$73,748 \$73,748 \$73,748 \$73,748 \$73,748 \$73,748 \$73,748 \$73,748	
5	Publications Manager/Editorial Assistant *** Administrative Coordinator * Senior Accountant Payroll Specialist Microcomputer Support Programmer System Analyst Contract Maintenance/Research Specialist *** Webmaster Office Technical Support Analyst	\$1,288 \$1,288 \$1,288 \$1,288 \$1,288 \$1,288 \$1,288 \$1,288	\$36.79 \$36.79 \$36.79 \$36.79 \$36.79 \$36.79 \$36.79 \$36.79	\$66,963 \$66,963 \$66,963 \$66,963 \$66,963 \$66,963 \$66,963 \$66,963	\$1,325 \$1,325 \$1,325 \$1,325 \$1,325 \$1,325 \$1,325 \$1,325	\$37.85 \$37.85 \$37.85 \$37.85 \$37.85 \$37.85 \$37.85 \$37.85	\$68,879 \$68,879 \$68,879 \$68,879 \$68,879 \$68,879 \$68,879 \$68,879	\$1,610 \$1,610 \$1,610 \$1,610 \$1,610 \$1,610 \$1,610 \$1,610	\$45.99 \$45.99 \$45.99 \$45.99 \$45.99 \$45.99 \$45.99 \$45.99	\$83,704 \$83,704 \$83,704 \$83,704 \$83,704 \$83,704 \$83,704 \$83,704	\$83,704 \$83,704 \$83,704 \$83,704 \$83,704 \$83,704 \$83,704 \$83,704	
6	Translator-Reviser/Coordinator	\$1,371	\$39.17	\$71,292	\$1,417	\$40.49	\$73,686	\$1,715	\$49.00	\$89,189	\$89,189	

* The Administrative Coordinator PE Department duties will include Provincial Council Administration

*** The grid shown is for new hires only. The current incumbents in the role will be paid at the rate specified in clause xx.x until the target rate surpasses their rate of pay

Note that the Weekly Pay Columns above represent the agreed upon rates of pay. The Hourly and Annual columns are for disclosure purposes only.

COPE JOB CLASSIFICATIONS AND SALARY SCHEDULES

INCREASE DEC 31, 2025 - 1.5%

LEVEL	JOB CLASSIFICATION	Effective December 31, 2025									Target Rate Annual
		Start			1 Year			2 Years			
		Weekly	Hourly	Annual	Weekly	Hourly	Annual	Weekly	Hourly	Annual	
1	Lunchroom Attendant Assistant (Half-time) Receptionist/Administrative Clerk Administrative Clerk	\$421	\$24.07	\$21,900	\$448	\$25.58	\$23,274	\$514	\$29.35	\$26,710	\$26,710
		\$842	\$24.07	\$43,799	\$895	\$25.58	\$46,548	\$1,027	\$29.35	\$53,420	\$53,420
		\$842	\$24.07	\$43,799	\$895	\$25.58	\$46,548	\$1,027	\$29.35	\$53,420	\$53,420
2	Production Assistant Records Management Assistant Accounting Clerk *** Lunchroom Attendant Membership Administrator ***	\$912	\$26.07	\$47,444	\$980	\$28.01	\$50,970	\$1,128	\$32.23	\$58,656	\$58,656
		\$912	\$26.07	\$47,444	\$980	\$28.01	\$50,970	\$1,128	\$32.23	\$58,656	\$58,656
		\$912	\$26.07	\$47,444	\$980	\$28.01	\$50,970	\$1,128	\$32.23	\$58,656	\$58,656
3	Graphic Designer Administrative Assistant Junior Accountant	\$1,079	\$30.83	\$56,108	\$1,128	\$32.23	\$58,656	\$1,304	\$37.26	\$67,808	\$67,808
		\$1,079	\$30.83	\$56,108	\$1,128	\$32.23	\$58,656	\$1,304	\$37.26	\$67,808	\$67,808
		\$1,079	\$30.83	\$56,108	\$1,128	\$32.23	\$58,656	\$1,304	\$37.26	\$67,808	\$67,808
4	Information Coordinator *** Research Technician AMP/AL Leadership Conf. Administrative Assistant Senior Graphic Designer Translator Records Management Coordinator *** Fee Administrator/Data Specialist *** Legal Assistant	\$1,186	\$33.88	\$61,666	\$1,234	\$35.26	\$64,175	\$1,440	\$41.13	\$74,855	\$74,855
		\$1,186	\$33.88	\$61,666	\$1,234	\$35.26	\$64,175	\$1,440	\$41.13	\$74,855	\$74,855
		\$1,186	\$33.88	\$61,666	\$1,234	\$35.26	\$64,175	\$1,440	\$41.13	\$74,855	\$74,855
		\$1,186	\$33.88	\$61,666	\$1,234	\$35.26	\$64,175	\$1,440	\$41.13	\$74,855	\$74,855
		\$1,186	\$33.88	\$61,666	\$1,234	\$35.26	\$64,175	\$1,440	\$41.13	\$74,855	\$74,855
		\$1,186	\$33.88	\$61,666	\$1,234	\$35.26	\$64,175	\$1,440	\$41.13	\$74,855	\$74,855
		\$1,186	\$33.88	\$61,666	\$1,234	\$35.26	\$64,175	\$1,440	\$41.13	\$74,855	\$74,855
		\$1,186	\$33.88	\$61,666	\$1,235	\$33.89	\$61,676	\$1,440	\$41.13	\$74,855	\$74,855
5	Publications Manager/Editorial Assistant *** Administrative Coordinator * Senior Accountant Payroll Specialist Microcomputer Support Programmer System Analyst Contract Maintenance/Research Specialist *** Webmaster Office Technical Support Analyst	\$1,307	\$37.34	\$67,967	\$1,345	\$38.43	\$69,940	\$1,634	\$46.68	\$84,960	\$84,960
		\$1,307	\$37.34	\$67,967	\$1,345	\$38.43	\$69,940	\$1,634	\$46.68	\$84,960	\$84,960
		\$1,307	\$37.34	\$67,967	\$1,345	\$38.43	\$69,940	\$1,634	\$46.68	\$84,960	\$84,960
		\$1,307	\$37.34	\$67,967	\$1,345	\$38.43	\$69,940	\$1,634	\$46.68	\$84,960	\$84,960
		\$1,307	\$37.34	\$67,967	\$1,345	\$38.43	\$69,940	\$1,634	\$46.68	\$84,960	\$84,960
		\$1,307	\$37.34	\$67,967	\$1,345	\$38.43	\$69,940	\$1,634	\$46.68	\$84,960	\$84,960
		\$1,307	\$37.34	\$67,967	\$1,345	\$38.43	\$69,940	\$1,634	\$46.68	\$84,960	\$84,960
		\$1,307	\$37.34	\$67,967	\$1,345	\$38.43	\$69,940	\$1,634	\$46.68	\$84,960	\$84,960
		\$1,307	\$37.34	\$67,967	\$1,345	\$38.43	\$69,940	\$1,634	\$46.68	\$84,960	\$84,960
		\$1,307	\$37.34	\$67,967	\$1,345	\$38.43	\$69,940	\$1,634	\$46.68	\$84,960	\$84,960
		\$1,307	\$37.34	\$67,967	\$1,345	\$38.43	\$69,940	\$1,634	\$46.68	\$84,960	\$84,960
6	Translator-Reviewer/Coordinator	\$1,392	\$39.76	\$72,362	\$1,438	\$41.09	\$74,791	\$1,741	\$49.74	\$90,527	\$90,527

* The Administrative Coordinator PE Department duties will include Provincial Council Administration

*** The grid shown is for new hires only. The current incumbents in the role will be paid at the rate specified in clause xx.x until the target rate surpasses their rate of pay

Note that the Weekly Pay Columns above represent the agreed upon rates of pay. The Hourly and Annual columns are for disclosure purposes only.

WEEKLY SALARY INCLUDING NON-GRID ADJUSTMENTS FOR JOB CLASSIFICATION OVER THE TARGET RATE

LEVEL	JOB CLASSIFICATION	Jan 1, 2015 salary	Jul 1, 2016 0.5%	Jan 1, 2017 1.0%	Jan 1, 2018 1.0%	Jan 1, 2019 1.5%	Jan 1, 2020 2.0%	Jan 1, 2021 2.0%	Jan 1, 2022 2.0%
2	Accounting Clerk Membership Administrator	1,075 1,134	1,080 1,139	1,086 1,145	1,086 1,145	1,091 1,151	1,096 1,156	1,096 1,156	1,096 1,156
3	Web Administrator	1,252	1,258	1,264	1,264	1,271	1,277	1,277	1,277
4	Information Coordinator Records Management Coordinator Fee Administrator/Data Specialist	1,515 1,421 1,515	1,523 1,428 1,523	1,530 1,435 1,530	1,530 1,435 1,530	1,538 1,442 1,538	1,545 1,449 1,545	1,545 1,449 1,545	1,545 1,449 1,545
5	Publications Manager/Editorial Assistant Contract Maintenance/Research Specialist	1,509 1,669	1,516 1,678	1,524 1,686	1,524 1,686	1,531 1,695	1,539 1,702	1,539 1,702	1,539 1,702

LETTER OF UNDERSTANDING

Re: Work Re-organization/Closure/Relocation

The parties agree that there will be full consultation with COPE during any process that may lead to a provincial office closure and relocation in order to ensure members have the opportunity to offer feedback and insight on the issue.

This letter shall be deemed to be grievable and arbitrable.

LETTER OF UNDERSTANDING

Re: Rules for the Maintenance of Pay Equity between COPE and Ontario Secondary School Teachers' Federation

This letter shall be deemed to be grievable and arbitrable.

This document sets out the Rules of Procedure for the Maintenance of Pay Equity to be followed by the Canadian Office Professional Employees Union and the OSSTF for maintaining the Pay Equity Plan dated June 30, 2011, for the COPE 343 Bargaining Unit (hereinafter referred to as the "Bargaining Unit").

The Parties agree without prejudice to maintain the Pay Equity Plan as required by Sections 7 and 14 of the Pay Equity Act and to respect the provisions therein established. All negotiations throughout the maintenance and to respect the process shall be governed by the Pay Equity Act and in accordance with the procedures outlined below.

For the purpose of maintaining the Pay Equity Plan posted June 30, 2011, the Parties agree to the following terms that outline the process for evaluation of newly-created Bargaining Unit job classes and change(s) in circumstance for existing job classes.

The OSSTF Job Evaluation System, including the Job Analysis Questionnaire (JAQ), its accompanying Rating Scale, factor definitions, scoring system and weights shall be implemented throughout the maintenance process.

It is understood that both Parties shall have the right to seek additional counsel and assistance as required.

1.0 Committees

- 1.1 Two committees shall be formed for the purpose of maintaining the Pay Equity Plan.
 - 1.1.1 Joint Steering Committee (JSC); and
 - 1.1.2 Joint Job Evaluation Committee (JJEC)
- 1.2 Membership in the Joint Steering and Joint Job Evaluation Committees as well as the Committees' respective mandate shall be as outlined in the original Terms of Reference/Rules of Procedure and exercised within the first round of job class evaluation with the addition of terms outlined in this document.
- 1.3 Both Parties shall attempt to ensure that their respective Committee membership reflects a broad representation of their constituents.
- 1.4 Members of the Bargaining Unit shall receive full pay and benefits from OSSTF for the time required to serve on the Joint Steering and Joint Job Evaluation Committees. Such time shall be deemed to be time worked.

- 1.5 There shall be at least two (2) representatives present from each of the OSSTF and the Bargaining Unit respectively to achieve quorum.
- 1.6 Job evaluation training for the Committees shall be provided jointly by an OSSTF and Bargaining Unit representative.
- 1.7 An additional person from each Party may attend the training session to serve as a replacement or alternate, when required, during the job evaluation process. Alternates may attend job evaluation meetings periodically as observers with prior approval of the Joint Steering Committee.
- 1.8 Committee Membership
 - 1.8.1 Joint Steering Committee
 - 1.8.1.1 The Parties shall maintain a Joint Steering Committee (JSC) consisting of an equal number of members, three (3) each, representing OSSTF and the Bargaining Unit.
 - 1.8.1.2 The mandate of the Joint Steering Committee shall include the following:
 - 1.8.1.2.1 Determination of job classes within the Bargaining Unit to be evaluated; Evaluation of all males and set male comparators
 - 1.8.1.2.2 Determination of the gender dominance of job classes;
 - 1.8.1.2.3 Identification of potential male comparators;
 - 1.8.1.2.4 Determination of the method for collection of job content information for female job classes and potential male comparators to be used by the Joint Job Evaluation Committee;
 - 1.8.1.2.5 Training required for the incumbents in completing the JAQ or change in circumstance forms and for the Joint Steering and Joint Job Evaluation Committees in evaluating job classes;
 - 1.8.1.2.6 Determination of the schedule for:
 - 1.8.1.2.6.1 meetings of the Joint Steering Committee;
 - 1.8.1.2.6.2 dates for training of incumbents, members, and alternates of the Joint Steering and Joint Job Evaluation Committees;

- 1.8.1.2.6.3 collection of job content information from incumbents;
 - 1.8.1.2.6.4 collection of comments from supervisor(s); and
 - 1.8.1.2.6.5 completion of job evaluation ratings.
- 1.8.1.3 Determination of job content when such is in dispute;
- 1.8.1.4 Determination of a request for re-consideration/appeal procedure;
- 1.8.1.5 Determination of job rates in accordance with requirements of the Pay Equity Act;
- 1.8.1.6 Determination of banding and identification of male comparators
- 1.8.1.7 Determination of amounts and implementation dates for any required retroactive adjustments;
- 1.8.1.8 Determination of method of payment and schedule of payment(s) to all Bargaining Unit members entitled to adjustments;
- 1.8.1.9 Determination of the process for the completion and updating of Job Analysis Questionnaire (JAQ) and job class Rationale Rating Sheets;
- 1.8.1.10 Storage of all job content documentation, including but not limited to the JAQs and respective change forms, supervisor's comments, job class Rational Rating Sheets and Factor and Rank Order Analysis results;
- 1.8.1.11 Ensurance that the Joint Job Evaluation Committee follows agreed-to procedures;
- 1.8.1.12 Maintenance of the integrity and confidentiality of the Job Evaluation System and process;
- 1.8.1.13 Recommendation to the Parties of amendments to the Terms of Reference/Rules of Procedure and/or methods adopted in maintaining the Pay Equity Plan; and
- 1.8.1.14 Notification of incumbents in writing of the re-consideration/appeal decisions. The Joint Steering Committee, through the Co-Facilitators, shall communicate, in writing, to the incumbent the Committee's decision and the consequent impact on the amendment to the Pay Equity Plan.

1.8.2 Joint Job Evaluation Committee

- 1.8.2.1 The Parties shall maintain a Joint Job Evaluation Committee (JJEC) consisting of an equal number of members, one (1) Co-Facilitator each and three (3) evaluators each, representing OSSTF and the Bargaining Unit.
- 1.8.2.2 The Parties agree that only a trained alternate can replace a member of the Joint Job Evaluation Committee.
- 1.8.2.3 The mandate of the Joint Job Evaluation Committee shall include the following:
 - 1.8.2.3.1 Determination of the schedule for meetings of the Joint Job Evaluation;
 - 1.8.2.3.2 Determination of the sub-factor level ratings for each job class forwarded to the Committee from the Joint Steering Committee;
 - 1.8.2.3.3 Maintenance of accurate, complete and appropriate documentation throughout the job evaluation process;
 - 1.8.2.3.4 Notification to the Joint Steering Committee of all matters of conflict and/or direction from the evaluation practices as set out in these Terms of Reference/Rules of Procedure and/or those previously established;
 - 1.8.2.3.5 Completion of factor and rank order analysis of the recently created and changed job classes;
 - 1.8.2.3.6 Incorporation of the results of 1.8.2.3.5 into the previously agreed-to Factor and Rank Order Analysis of the Bargaining Unit.
 - 1.8.2.3.7 Upon reaching consensus, sending the results to the Joint Steering Committee; and
 - 1.8.2.3.8 Joint Job Evaluation Committee members shall absent themselves from the evaluation process if the possibility of a conflict of interest exists. In these cases, the respective alternate shall participate in evaluation of the particular job class.
 - 1.8.2.3.9 Committee members shall excuse themselves when the following positions are being evaluated:
 - 1.8.2.3.9.1 their own position; or
 - 1.8.2.3.9.2 a position directly impacting their own;

1.8.2.3.10 Either Party may refer possible conflicts to the JSC for resolution.

1.9 The mandate of the Co-facilitators shall include the following:

- 1.9.1 chair all meetings of the Joint Job Evaluation Committee (JJEC) in accordance with the procedures agreed to by the Joint Steering Committee;
- 1.9.2 maintain appropriate, agreed to documentation (e.g. rationale and record sheets, queries/requests from the JJEC, benchmarks, factor and rank order ladders) throughout the job evaluation process;
- 1.9.3 bring to the attention of the JJEC members any deviation from the evaluation practices (e.g., benchmarks) agreed to by the JJEC;
- 1.9.4 record the JJEC decisions on the appropriate forms (e.g., ratings, rationale) by the end of every job class evaluation meeting;
- 1.9.5 identify and resolve or forward to the Joint Steering Committee discrepancies in job data between the JAQ and the supervisor's review;
- 1.9.6 track the resolution of issues;
- 1.9.7 ensure the resolution of outstanding items;
- 1.9.8 prepare documentation for Factor and Rank Order Analysis;
- 1.9.9 keep all rationale sheets and rating records current;
- 1.9.10 draft and co-sign notification letters to requests for re-consideration and responses to job evaluation on behalf of the JSC;
- 1.9.11 reconcile all job class ratings and Rational Record forms; and
- 1.9.12 prepare copies of all documentation for both Parties.

2.0 Absences

- 2.1 In the case of prolonged absence or the withdrawal of a JJEC member, OSSTF and the Bargaining Unit shall designate its respective replacement(s).
- 2.2 At least two (2) members from each Party of the Joint Job Evaluation Committee must be present when the Committee carries out any ratings. Where absence is unavoidable because of illness or emergency, the job evaluation meeting(s) shall be cancelled and rescheduled where possible.

3.0 Confidentiality

Joint Steering and Job Evaluation Committee members agree that all evaluation content and results shall remain strictly confidential.

- 3.1 Members of the Joint Steering Committee and the Joint Job Evaluation Committee agree that all pay equity, evaluation results and negotiations shall remain strictly confidential. Breaches in confidentiality could lead to removal from the committees;
- 3.2 The employer shall assume responsibility for the secure storage of all documentation generated through the job evaluation process;
- 3.3 Both parties agree to maintain as confidential all documents and discussions relating to the negotiation of the Pay Equity Plan.

4.0 Dispute Resolution

If consensus cannot be achieved within the Joint Steering Committee, both Parties shall have the right to seek additional counsel and assistance. Failing resolution, a Review Officer from the Pay Equity Commission shall be called upon to assist the Parties in resolving the matter at hand.

5.0 Collection of Job Data

Collection of job data for a new job class shall be through the completion of a Job Analysis Questionnaire (JAQ) or change in circumstance forms by the incumbent (or designated incumbents) and reviewed by the designated supervisor in accordance with Section 4.0.

The job evaluation of the job class shall be based on the finalized JAQ. In addition, the finalized JAQ and accompanying rating rationale shall form the basis for the preparation of a Job Description for the job class. Thereafter, the Job Description shall serve, in context of this Terms of Reference/Rules of Procedure as the reference document for Change in Circumstance – Maintenance Procedure in accordance with Section 5.3.

5.1 New Job Classes

- 5.1.1 Twelve (12) months after the appointment of an individual to a new job class in a position that has never filled out a questionnaire, the Human Resource Department shall notify the incumbent(s) of their requirement to complete a JAQ.
- 5.1.2 Job class evaluation shall occur at least three (3) months after and no later than one (1) year following the completion of the JAQ to a new job class within the Bargaining Unit unless impeded by extenuating circumstances at which point the joint steering committee will reconvene to establish a new time for scheduling Job Class.
- 5.1.3 In the case of job classes with multiple incumbents, the Parties shall agree upon the number of incumbents to complete the JAQ. The Bargaining Unit shall review their selected incumbents from its membership with OSSTF prior to finalization. OSSTF shall review its selected incumbents from employee groups other than from OSSTF with the Bargaining Unit, should such employees be required.

5.1.4 Job content collection and job class evaluation shall be completed as per the previously established and practised Terms of Reference/Rules of Procedure.

5.1.4.1 The incumbent(s), as determined by the Bargaining Unit, shall complete a JAQ for the new job class(es) subject to evaluation. Supervisor(s), as determined by OSSTF, shall review the job content data submitted by the incumbent(s). All job content information shall be collected by the Co-Facilitators.

5.1.4.2 Incumbents shall be provided the opportunity to complete a JAQ during regular working hours. The Parties shall agree on the timing of the meeting and agree that the Questionnaire shall be completed on the same day as the information/training session. The parties agree that Personal Work Schedules for all those participating in completing the JAQ will be suspended on the day in question. The Co-Facilitators of the Joint Job Evaluation Committee shall be available to provide assistance to the incumbent(s) in the completion of the JAQ. Copies of all job content information shall be made available to the Joint Steering Committee.

5.1.4.3 Following completion of the JAQ, the Bargaining Unit shall have its members from multi-incumbent job classes review the relevant document prior to supervisory review.

5.1.4.4 Subsequent to the completion and receipt of the comments from the supervisor/(s), the Co-Facilitators for the Joint Job Evaluation Committee shall review all JAQs and the corresponding supervisor/reviewer(s) comments to determine resolution of minor variances and to identify matters of dispute requiring the attention of the Joint Steering Committee.

5.1.4.5 The Co-Facilitators shall forward only undisputed job content to the Joint Job Evaluation Committee for rating.

5.1.4.6 The Joint Steering Committee shall examine all job content information referred by the Co-Facilitators in which a variance is indicated to determine resolution of any dispute.

5.1.4.7 The Co-Facilitators and the Joint Steering Committee may request clarification from either the incumbent or supervisor(s).

5.2 Request for Review of New Job Classes

After the first complete job class evaluation, incumbents in that job class may request a re-consideration of the pertinent results of the pay equity process subject to the following conditions:

- 5.2.1 Within ten (10) working days of the posting of an amendment to the Pay Equity Plan, affected employee(s) who question the results shall submit their concern/appeal in writing to the Bargaining Unit Co-Facilitator.
- 5.2.2 The correspondence shall include the employee's name, job class, an explanation of the issue(s) and rationale for the concern/appeal.
- 5.2.3 The Bargaining Unit Co-Facilitator shall bring the concern/appeal to the Joint Steering Committee.
- 5.2.4 The Co-Facilitators shall review the submission, identify the job content data pertinent to the issue and present their findings to the Joint Steering Committee.
- 5.2.5 The Joint Steering Committee shall review all job content data pertinent to the incumbent's submission and shall respond in writing, through the Co-Facilitators, to the incumbent regarding disposition of the concern.
- 5.2.6 Should the Joint Steering Committee determine that the incumbent's concern requires review, it shall forward the submission to the Joint Job Evaluation Committee for re-consideration.
- 5.2.7 The Joint Job Evaluation Committee shall follow the job evaluation procedures and practices as outlined in the Terms of Reference/Rules of Procedure.
- 5.2.8 The decision of the Joint Job Evaluation Committee shall be forwarded to the Joint Steering Committee via the Co-Facilitators for review.
- 5.2.9 The Joint Steering Committee, through the Co-Facilitators, shall communicate, in writing, to the incumbent the Committee's decision and the consequent impact on the amendment to the Pay Equity Plan.
- 5.2.10 Notwithstanding the aforementioned, incumbents have recourse through the Pay Equity Commission.

5.3 Change in Circumstance – Maintenance Procedure

- 5.3.1 Notwithstanding the above, both Parties recognize that all job classes identified in the June 30, 2011, Pay Equity Plan and new job classes established thereafter are subject to the job evaluation maintenance process should changes in job content warrant. A Change of Circumstance Form will be submitted six (6) months after the individual has had a change in their job in order for the change to be assessed.
- 5.3.2 Only OSSTF or the Bargaining Unit may initiate maintenance as a consequence of a change in circumstance.

- 5.3.3 When either of the Parties proposes that the circumstance(s) of a job class has changed such that a re-evaluation is warranted, the incumbent(s) shall be requested to complete a Change of Circumstance Form that shall be forwarded to the Co-Facilitators. If upon review of the Change of Circumstance Form, the Co-Facilitators agree that a maintenance review is required, the Co-Facilitators shall forward the Change of Circumstance Form to the Joint Job Evaluation Committee for review.
- 5.3.4 The Job Description shall be reviewed with the job content contained in the JAQ, Rationale Sheet and Change in Circumstance Form.
- 5.3.5 Incumbents, prior to completing a Change of Circumstance Form, shall have access to the latest Job Description for the job class in question to determine whether there is a substantial change of circumstance in the job class to warrant re-evaluation.
- 5.3.6 The relevant Rationale Sheet(s) shall be updated following each job class re-evaluation. The updated Rationale Sheet(s) shall be used to keep the pertinent Job Description current.
- 5.3.7 The incumbent(s), as determined by the Bargaining Unit, shall refer to the Job Description for the job class to complete the Change of Circumstance Form. Supervisor(s), as determined by OSSTF, shall review the Job Description and job content data Change in Circumstance Form submitted by the incumbent(s). All job content information shall be collected by the Co-Facilitators.
- 5.3.8 Incumbent(s), requested by the Parties to complete a Change in Circumstance Form shall be provided the opportunity to do so. The Co-Facilitators will provide assistance to the incumbent(s) in the completion of the Change Form. Copies of all job content information shall be made available to the Joint Steering Committee.
- 5.3.9 Subsequent to the submission of the Change of Circumstance Form, the Bargaining Unit shall have its members from multi-incumbent job classes review the relevant documents.
- 5.3.10 Change of Circumstance Form, once complete, shall be subject to review by OSSTF appointed supervisor(s).
- 5.3.11 Subsequent to the completion and receipt of the comments from the supervisor(s), the Co-Facilitators for the Joint Job Evaluation Committee shall review all pertinent Job Descriptions and Change in Circumstance Forms including corresponding supervisor(s) comments to determine resolution of minor variances and to identify matters of dispute requiring the attention of the Joint Steering Committee.
- 5.3.12 The Co-Facilitators shall forward only undisputed job content to the Joint Job Evaluation Committee for evaluation.

5.3.13 The Joint Steering Committee shall examine all job content information referred by the Co-Facilitators in which a variance is indicated to determine resolution of any dispute.

5.3.14 The Co-Facilitators and the Joint Steering Committee may request clarification from either the incumbent(s) or supervisor(s).

6.0 Supervisor Review

6.1 New Job Class

6.1.1 The supervisor(s) shall review the JAQ within the time frame as determined by the Joint Steering Committee.

6.1.2 Where the supervisor(s) wishes to add to or disagrees with the job content on an incumbent's JAQ, the supervisor(s) shall indicate such on a separate sheet and include rationale for the comment(s).

6.2 Change in Circumstance

6.2.1 The supervisor(s) shall review the Job Description and the Change in Circumstance Form within the time frame as determined by the Joint Steering Committee.

6.2.2 Where the supervisor(s) wishes to add to or disagrees with the job content on an incumbent's Change in Circumstance Form, the supervisor(s) shall indicate such on a separate sheet and include rationale for the comment(s).

6.3 Dispute Resolution

In case of a dispute concerning the contents of a JAQ, the following procedure shall apply:

6.3.1 Where there is insufficient detail outlining the area(s) of concern in the job content, the Co-Facilitators shall seek clarification from the incumbent(s) and supervisor(s).

6.3.2 The Supervisor(s) is not to discuss the issue(s) with the incumbent(s).

6.3.3 Concerns unresolved by the Co-Facilitators shall be forwarded to the Joint Steering Committee.

6.3.4 The Joint Steering Committee may interview incumbent(s), supervisors and any other personnel deemed appropriate.

6.3.5 Any supervisor shall leave the meeting while a job directly under his/her supervision or review is discussed with the incumbent(s).

6.3.6 Where the Joint Steering Committee is unable to resolve the issue(s), the Pay Equity Commission shall be asked to intervene.

7.0 Maintenance

- 7.1 When necessary, amendments to the June 30, 2011, Pay Equity Plan shall be negotiated by the Joint Steering Committee.
- 7.2 Upon completion, OSSTF and Bargaining Unit shall seek approval of the amendments to the Pay Equity Plan from their respective principals.
- 7.3 The Joint Steering Committee shall meet at least once annually or by mutual consent.

8.0 Posting of the Amendment of the Plan

- 8.1 The amendment to the Pay Equity Plan for the Bargaining Unit shall be posted in all workplaces in accordance with the requirements of the *Pay Equity Act* with three (3) signed copies provided to the Chief Steward of the Bargaining Unit.

9.0 Sign Off of the Maintenance Plan

- 9.1 Nothing is agreed to until the entire Maintenance Plan has been signed off by the Parties. Nothing shall be presented to the respective Parties until the entire Maintenance Plan is agreed to by the Parties.
- 9.2 All discussions and results will be kept confidential until the Maintenance Plan has been signed off and dates for the release of information have been established by the Parties.

Signed on this _____ day of _____, 2021_____.

For OSSTF

For COPE 343

This letter shall be deemed to be grievable and arbitrable.

LETTER OF UNDERSTANDING

Re: Lunchroom Attendant

The parties agree to the hiring of a Lunchroom Attendant subject to the following terms and conditions:

1. The Lunchroom Attendant will be employed by OSSTF/FEESO for the period of three and a half years or upon completion of the new building whichever is sooner.
2. The Lunchroom Attendant will be a member of COPE Local 343 and will pay union dues.
3. The Lunchroom Attendant will be entitled to all provisions in the COPE Collective Agreement except as follows: Articles 7 (Seniority), 10 (Layoff and Recall), 12 (Job Postings), 14.03 (Personal Work Schedule), and 23 (Work Assignments).
 - a) The Lunchroom Attendant will be entitled to OTIP Benefits Group 84540, Plan D. The premium costs will be borne by the Employer.
 - b) The Lunchroom Attendant will be enrolled in the OMERS plan.
4. This letter shall be deemed to be grievable and arbitrable and be attached to the current collective agreement between OSSTF/FEESO and COPE 343.

LETTER OF UNDERSTANDING

Re: Lunchroom Attendant Assistant

The parties agree that the current Lunchroom Attendant Assistant will be grand-parented and that all new hires will have their benefits pro-rated as per Article 5.03 of the Collective Agreement.

This letter shall be deemed to be grievable and arbitrable.

LETTER OF UNDERSTANDING

Re: Confidentiality

The Employer will endeavour to draft a policy for confidentiality on the basis of this Letter of Understanding that applies to Provincial Office.

Confidentiality

OSSTF/FEESO's confidential information includes all information regardless of form of recording, not in the public domain, relating to:

- (a) human resources and regarding the OSSTF/FEESO employees, for example information related to compensation, benefits, pension plans, leave, financial information and information contained in emails and electronic documents;
- (b) information related to OSSTF/FEESO members, suppliers, contractors, consultants, affiliated organizations and third parties.

Employees agree not to disclose any such confidential information to any person or use such confidential information for any purpose other than those related to the employee's functions at OSSTF/FEESO or granted by the person to which confidential information relates.

Employees agree not to remove or send out of OSSTF/FEESO Provincial Office any confidential information in electronic or other form unless it is part of their functions at OSSTF/FEESO and, in any case, will ensure adequate safeguards. Employees agree not to gain access to the OSSTF/FEESO's electronic files and computer systems containing confidential information from a location outside of the OSSTF/FEESO Provincial Office other than through secure communication channels. Employees also agree to take all necessary precautions against unauthorized disclosure of the confidential information.

This letter shall be deemed to be grievable and arbitrable.

LETTER OF UNDERSTANDING

Re: 2014-2015 OSSTF/COPE 343 Collective Agreement Article 12.02

Whereas Article 12.02 in the 2014-2015 OSSTF/COPE 343 collective agreement states:

“If an employee is on an approved leave of absence or vacation, the Employer shall notify such employee(s) of the job posting of an equivalent or of a higher classification at the last known telephone number or address which the employee has provided to the Employer.”

The parties agree that Article 12.02 in the 2014-2015 OSSTF/COPE 343 collective agreement remains in effect in this collective agreement and will sunset on September 1, 2016.

This letter shall be deemed to be grievable and arbitrable.

LETTER OF UNDERSTANDING

Re: Incumbents Over the Target Rate

The incumbents in the following Job Classifications will be paid at the rate specified in the July 1, 2015, salary schedule until the target rate surpasses their rate of pay and are subject to lump sum payments as per article 24.02.

JOB CLASSIFICATION	INCUMBENT
Membership Administrator	Irene Wong Uli Stang
Records Management Coordinator	Treena Singh
Contract Maintenance/Research Specialist	Kimberly Thériault

This letter shall be deemed to be grievable and arbitrable.

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