

A G R E E M E N T

between the

ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
(hereinafter referred to as the Employer)

and the

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION
LOCAL 343

(All office, clerical and technical employees save and excluding supervisors or those above the rank of supervisor.)

July 1, 2024, to June 30, 2027

COPE 343

Table of Contents

ARTICLE 1 - RECOGNITION	5
Management Rights.....	5
Definition of Employment	5
a) Probationary Employee	5
b) Full-Time Employee	5
c) Part-Time Employee	5
ARTICLE 2 - UNION SECURITY	7
ARTICLE 3 - SENIORITY, PROMOTIONS AND TRANSFERS	7
ARTICLE 4 - LEAVE OF ABSENCE.....	9
4.01 Jury and Witness Duty	9
4.02 Bereavement and Illness	9
4.03 Union Business	10
4.04 Pregnancy and Parental Leave.....	10
b) Partner and Adoption Leave	11
4.05 Leave of Absence	12
4.09 Compassionate Care Leave	12
ARTICLE 5 – HOURS AND OVERTIME	12
5.02 Overtime - General.....	13
5.03 Overtime - Weekday	13
5.04 Overtime – Weekend	14
c) Saturday Morning Office Duty	14
5.05 Overtime – Annual General Meeting/Council of Presidents/Conferences/Seminars	14
ARTICLE 6 - PAID HOLIDAYS.....	14
6.04 Religious Holy Days	15
ARTICLE 7 - VACATIONS	15
ARTICLE 8 - ADJUSTMENT OF DISPUTES	16
8.02 Grievance Procedure	16
8.03 Step One	16
8.04 Step Two	16
8.05 Step Three	16
8.06 Discharge and Suspension Grievances	17
8.07 Group Grievance	17
8.08 Policy Grievance.....	17
8.09 Arbitration.....	17
ARTICLE 9 - DISCHARGE AND DISCIPLINARY ACTION.....	18
ARTICLE 10 - STRIKES AND LOCKOUTS	19
ARTICLE 11 - DISCRIMINATION.....	19
ARTICLE 12 - HEALTH AND SAFETY	19
ARTICLE 13 - UNION LABEL	19

ARTICLE 14 - CUMULATIVE SICK LEAVE	20
14.03 Absence Due to Illness	20
g) Quarantine Leave	20
ARTICLE 15 - BENEFITS	21
b) Staff Pension Plan	21
f) Normal Retirement.....	21
g) Early Retirement.....	21
ARTICLE 16 - EMPLOYER-EMPLOYEE COMMITTEE	23
ARTICLE 17 - TECHNOLOGICAL OR PROCEDURAL CHANGES.....	24
ARTICLE 18 - HARASSMENT	24
ARTICLE 19 - CLASSIFICATIONS AND SALARIES	25
a) Classification and Salaries for July 1, 2024 – June 30, 2025	26
b) Classification and Salaries for July 1, 2025 – June 30, 2026	27
c) Classification and Salaries for July 1, 2026 – June 30, 2027	28
19.05 Job Descriptions/Classifications	29
19.06 Longevity	29
ARTICLE 20 - DURATION AND RENEWAL	29
ARTICLE 21 - ALLOWANCES AND EXPENSES	29
ARTICLE 22 - LAYOFF AND RECALL.....	30
ARTICLE 23 - RELOCATION OF OECTA PROVINCIAL OFFICE.....	30
APPENDIX A.....	31
Job Evaluation Plan	31
APPENDIX B.....	32
Corporate Administrative Assistant	32
APPENDIX C.....	33
Staff Pension Plan	33
Appendix D	34
Retirement Incentive	34
Appendix E.....	35
Retirement Incentive	35
APPENDIX I	36
Sexual Harassment Policy	36
APPENDIX II.....	39
Workplace Harassment Policy	39
Appendix III	42
Job Evaluation Plan	42
APPENDIX IV	45
Medical Certificate.....	45
APPENDIX V.....	46
Functional Abilities Form	46

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AGREEMENT

This agreement entered into this 1st day of July 2024

between the

Ontario English Catholic Teachers' Association (OECTA)

hereinafter referred to as the Employer

and

Canadian Office and Professional Employees Union (COPE)

Local 343

(all office, clerical, and technical Employees

save and excluding supervisors or those above the rank of supervisor)

hereinafter referred to as the Union.

Now, therefore, it is agreed by and between the parties hereto:

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all its office, clerical and technical Employees save and except supervisors and those above such rank.

1.02

- a) No person excluded from the bargaining unit or supervisor shall perform any duty usually performed by Employees covered by this agreement except in cases of emergency, sickness, or for training, or when such Employees are not available.
- b) The Employer will not contract out any duties normally performed by members of this bargaining unit that would result in the layoff of one or more Bargaining Unit members.

1.03 Management Rights

The Union acknowledges and agrees that the Employer shall retain all rights to manage its business. The Employer shall direct its Employees in a manner consistent with the terms of this collective agreement.

1.04 Definition of Employment

a) Probationary Employee

Employees, except temporary Employees, will be considered probationary for the first three (3) months of employment. After three (3) months of employment an Employee will become permanent.

A probationary Employee, with Union representation, shall meet with the Manager of Human Resources at least once during the probationary period. This shall not be subject to the grievance procedure.

b) Full-Time Employee

A full-time Employee is an Employee employed on a full-time basis and who has successfully completed the probationary period.

c) Part-Time Employee

A part-time Employee is an Employee employed on a continuing basis for fewer than the normal hours of the work week and who has completed the probationary period.

d) Temporary Employee

- i) Temporary employment shall be for a specified period not exceeding eight (8) months, except in the case of an Employee hired to temporarily fill a vacancy created by a leave of absence covered by this agreement including extended sick leave or for a purpose mutually agreed to by the parties.
- ii) An Employee hired to temporarily fill a vacancy created as a result of external funding for a project with time-limited funding for which no full or part-time employee has applied is not subject to the hiring limitations in 1:04 d) i). Such temporary hires are not to exceed twelve (12) months in duration. The position must be reposted once the year is up.

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 2:04.

Temporary employees are entitled to all provisions within this Agreement except as follows:

Article 3	Seniority, promotions and transfers, excluding article 3.01
Article 4	Leave of Absence
Article 7	Vacations
Article 9	Discharge only
	Temporary employees shall be terminable before the end of the term on the provision of the minimum payment in lieu of notice (inclusive of benefits continuance if then applicable), and severance pay if then applicable, required under the Employment Standards Act and their employment shall cease at the end of the term.
Article 14	Sick Leave
Article 15	Benefits
Article 22	Layoff and recall
Article 23	Relocation of OECTA Provincial Office

Temporary employees shall receive six (6%) in lieu of vacation pay covered by this Collective Agreement. Overtime shall be provided as required under the *Employment Standards Act*.

Temporary employees are entitled to one (1) day sick leave per month. All absences for illness of more than three (3) days' duration must be certified by a qualified medical practitioner, on request. The certificate must state the prognosis. Any charges for such certificate shall be paid by the Employer.

A temporary employee who after eight (8) months is hired, without interruption in service, as a permanent employee is deemed to have successfully completed the probationary period and shall have seniority dated to the commencement of the temporary employment hire date. Such employees shall have access to the benefit plan under Article 15, retroactive to their successful completion of the probationary period.

e) Student Employee

A student Employee is defined as an Employee who is employed for the summer months only between May 1 and August 31. A student Employee will not replace any full-time, part-time or temporary Employee. A student Employee is so informed by the Employer at the start of employment.

- a) All temporary personnel hired for a specific project shall be released upon completion of such project.

ARTICLE 2 - UNION SECURITY

- 2.01 Any office, clerical and technical Employee hereafter employed, whether a full-time, part-time, probationary, temporary, or student Employee shall be required to join the Union within thirty (30) consecutive days after day of hiring. When interviewing job applicants the Employer shall inform them of this requirement. The Employer agrees that an officer of the Union shall be allowed to provide information on union membership and fees to newly hired Employees during their probationary period.

When there are more than three (3) new Employees hired within a thirty (30) day period, the Employer shall allow the Chief Steward to meet with them for no more than one (1) hour during the regular workday in a suitable meeting room.

- 2.02 All office, clerical and technical Employees who are members of the Union on the effective date of this agreement or who subsequently become members, shall remain members in good standing in the Union during the term of this agreement as a condition of continued employment.
- 2.03 All office, clerical and technical Employees save and excluding supervisors or those above the rank of supervisor, who are not members of the Union shall become members of the Union on the effective date of this agreement and shall remain members in good standing in the Union during the term of this agreement as a condition of continued employment.
- 2.04 The Employer agrees to deduct, upon written authority from the Employee, Union initiation fees and dues from the wages of each Employee. The Employer agrees to forward such initiation fees and dues to the office of the Union monthly.
- 2.05 The Employer agrees to make available to the Union three (3) bulletin boards on the third, fourth and fifth floors for the sole use of the Union, for the purpose of informing Employees in the bargaining unit of Union activities. The location of the bulletin boards shall be mutually agreed upon.
- 2.06 The Employer acknowledges the right of the Union to elect a negotiating committee of not more than three (3) bargaining unit employees and acknowledges the right of the Union to elect no more than three (3) steward representatives, one (1) of whom shall be the Chief Steward. The Employer will recognize and deal with the appropriate committees with respect to matters which are properly processed pursuant to the grievance procedure and with respect to contract negotiations or matters which may arise in regard to this agreement.
- 2.07 The Employer shall provide the Union with a three (3) drawer metal filing cabinet with a lock, to be placed in a mutually agreed upon location.

ARTICLE 3 - SENIORITY, PROMOTIONS AND TRANSFERS

- 3.01 A part-time, temporary or student employee who is hired, without interruption in service, as a full-time employee after successful completion of the probationary period shall have seniority dated to the commencement of the part-time, temporary or student employment hire date. Part-time service shall be pro-rated.
- 3.02 Seniority shall be accumulated on the basis of length of service with the Employer and shall be accorded to each Employee at the completion of the probationary period of three (3) months with a possible extension of three (3) months with the consent of all parties, effective from the first day of employment.
- 3.03 During the term of three (3) months of probationary period, such Employee shall be entitled to all rights and privileges of this agreement except with respect to discharge. Employment of Employees may be terminated any time during this period without any recourse whatsoever.

- 3.04 Seniority shall be considered broken when an Employee voluntarily leaves the service of the Employer or is discharged for just cause and is not reinstated through the grievance and arbitration procedure.
- 3.05 The seniority status of an Employee who is laid off or granted leave of absence shall be retained but seniority shall not accrue during the period of leave of absence.
- 3.06 Promotion is hereby defined as a move from a lower job classification to a higher job classification within the bargaining unit.
- 3.07 In all cases of promotion, increase, or decrease of the working force or lateral moves within the department or groups, where two (2) or more Employees have relatively equal ability, seniority shall be the determining factor. An Employee so promoted or transferred, shall be given a thirty (30) working day familiarization period.
- a) After a thirty (30) working day familiarization period an Employee may return to his or her former classification without loss of seniority and at the rate of salary paid for that job classification on the date of return.
 - b) Where an Employee returns to his/her former classification, any other Employee in the bargaining unit whose change in classification was related to the Employee's change in classification shall also be returned to his/her former classification without loss of seniority and at a rate of salary paid for that classification on the date of return.
- 3.08 The Employer will supply the Union with a seniority list once a year on January 1.
- 3.09
- a) Any vacancy or new position coming within the scope of this agreement shall be filled from within the bargaining unit prior to hiring new Employees as follows: , current Employees with the necessary qualifications and capabilities to fill such vacancies or new positions shall be given first consideration and be interviewed first prior to considering or interviewing external candidates..
 - b) The Employer shall undertake to maintain a minimum of twenty six (26) positions in the bargaining unit exclusive of temporary staff replacement positions for the life of this agreement.
- 3.10
- a) Notice of vacancies or new positions coming within the scope of this agreement shall be posted concurrently internally and externally but subject to article 3.09a. The internal posting shall be for a period of five (5) working days prior to making any appointment to the vacancy or new position. This notice shall indicate the number of Employees required, the location of, title, a brief description and starting salary of the job classification(s) vacant. If requested, the Employer agrees to inform any Employee of the reason(s) for his/her unsuccessful application. The name of the successful candidate shall be posted within five (5) working days.
- If the same position is reposted within 30 days, of which there were no internal applicants, the timelines may be adjusted by mutual agreement.
- The Chief Steward shall provide and maintain an email group of personal email addresses of Employees that shall be included in the electronic notice of vacancies.
- b) The notice will be provided to the President of the Union or designate for review prior to being posted internally. The Union will have two (2) days where possible to review the posting. If there are any issues with the posting this will be discussed with the Manager of Human Resources.
 - c) The Employer shall notify the chief steward or designate of the result of any posting. Hiring to fill vacancies or new positions shall be completed within two (2) months where possible.

- 3.11 An Employee who is promoted to a higher classification shall commence at the 0 month experience level; however if the Employee was at the 18 month level prior to the promotion, he/she shall commence at the nine (9) month level in the new position if there is no salary increase at the 0 level.
- 3.12
- a) When an Employee is authorized by the Manager of Human Resources to fill a temporary vacancy for five (5) days or more on a higher rated job, the Employee shall receive the applicable rate for the job immediately, in accordance with Article 3:12.
 - b) The authorized Employee shall assume the complete duties of the temporary vacancy.
- 3.13
- a) When a member of the bargaining unit is promoted to a management position, it is agreed that the member shall have the right to go back to the former position within a period of thirty (30) working days from the date of the promotion and regain seniority except for the period of time in management.
 - b) Where a member returns to the former position, any other Employee in the bargaining unit whose change in position was related to the member's change in position shall also be returned to the former position without loss of seniority and at the rate of salary paid for that position on the date of return.
- 3.14 When office, clerical or technical work is required to be done by the Employer, and the Employees within the bargaining unit are able and available to do the work, the Employees within the bargaining unit who regularly perform the work required shall be asked to do the job in order of seniority.
- 3.15 The Employer shall have the right to transfer an Employee should it be necessary, but the Employee shall have the right to file a grievance.
- 3.16 The Union recognizes the occasional need for employment in duties outside of the specified range when circumstances, such as Annual General Meeting, Council of Presidents, or any emergencies demand it.

ARTICLE 4 - LEAVE OF ABSENCE

4.01 Jury and Witness Duty

- a) Any Employee summoned for jury duty shall be granted time off with full pay all monies received for such duty will be turned over to the Employer.
- b) Any Employee summoned as a witness in any court in any proceedings to which he/she 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 duty will be turned over to the Employer.

4.02 Bereavement and Illness

- a) Employees shall be granted five (5) days, without loss of salary or deductions from sick leave credits in the case of the death or illness of immediate family. Immediate family shall mean: spouse, live-in companion, children, legal wards, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, and grandparents. Such time may be extended at the discretion of the Employer.
- b) Employees may be granted up to three (3) days with pay in the case of bereavement of persons close to the Employee.

- c)
 - i) In the case of bereavement, as set out in Article 4:02 a), during the Employee's vacation or compensatory time, the appropriate time shall be recorded as bereavement leave rather than vacation or compensatory time. The employee seeking vacation/compensatory time to bereavement day conversion must inform the employer within five (5) days of the incident/occurrence which has prompted the request.
 - ii) In the case of bereavement, as set out in Article 4:02 b), during the Employee's vacation or compensatory time, application may be made upon return to have the appropriate time recorded as bereavement leave rather than vacation or compensatory time. Bereavement leave may be granted in accordance with 4:02 b). The employee seeking vacation/compensatory time to bereavement day conversion must inform the employer within five (5) days or upon return, (whichever comes first) of the incident/occurrence which has prompted the request.

4.03 Union Business

- a) The Employer shall not unreasonably withhold permission for a temporary leave of absence without pay requested by Employees who have been appointed as delegates to a constitutional convention of the Union or to attend to other Union business relating to the representation of this bargaining unit. Any request for such leave of absence, which shall not exceed fifteen (15) working days per annum, will be considered upon receipt of a written application which shall be made at least twenty (20) calendar days before the day the leave is to commence. The leave of absence will not affect an Employee's seniority rights when used for the purpose for which it was granted.
- b) Notwithstanding Article 4:03 (a), Employees will be granted the necessary time off, with pay, for meetings with the Employer for the purpose of negotiating a renewal to the collective agreement, including conciliation meetings.
- c) The Chief Steward or a person designated by the Chief Steward shall be compensated for time spent during working hours for attendance at an arbitration hearing conducted in accordance with Article 8.
- d) Upon request, the Union shall have the right to hold meetings on the premises of the Association for the conduct of union business. The time and place of such meetings shall not interfere with the normal operations of the Association, and where possible, shall be held during the lunch-hour period. The Union agrees to ensure the switchboard is staffed during such meetings.

Notwithstanding the above, the Employer shall agree to four (4) meetings of one (1) hour duration during the regular work hours to a maximum of four (4) meetings per calendar year. The time and dates of the meetings will be mutually agreed upon between the Employer and the Union. The Union agrees to ensure the switchboard is staffed during such meetings.

4.04 Pregnancy and Parental Leave

Employees shall be granted pregnancy and parental leave up to eighteen (18) months in accordance with the *Employment Standards Act*.

a) COPE Local 343 – OECTA SEB Plan

The objective of the plan is to supplement the employment insurance benefits received by workers for unemployment caused by pregnancy leave and nine (9) weeks of parental leave.

The following group of Employees are covered by the plan: COPE Local 343/OECTA contract members that have accrued thirteen (13) weeks service.

The duration of the benefit is sixteen (16) weeks during the mandatory one (1) week waiting period and fifteen (15) week pregnancy leave and nine (9) weeks during either the Standard thirty-five (35) or Extended sixty-one (61) weeks parental leave (including the waiting period).

The benefit level paid under this plan is:

- i) During the mandatory one (1) week waiting period for EI benefits the Employer shall pay one hundred per cent (100%) of the salary earned by the Employee at the date the leave commenced; and
- ii) the difference between employment insurance gross benefits (plus any other earnings elsewhere) and:
 - a. one-hundred (100) per cent of the Employees' normal weekly salary for the applicable time period for the number of weeks that EI benefits are paid during pregnancy leave; and
 - b. one-hundred (100) per cent of the Employees' normal weekly salary for the for the applicable time period for the number of weeks that EI benefits are paid to a maximum of nine (9) weeks of parental leave under the SEB Plan.

It is understood that in any week, the total amount of SEB, employment insurance gross benefits and any other earnings received by the Employees will not exceed one-hundred per cent (100%) of the Employees' normal weekly earnings.

Employees do not have a right to SEB payments except for supplementation of EI benefits for the employment period as specified in the plan.

Employees must apply for employment insurance benefit before SEB becomes payable. Employees disentitled or disqualified from receiving EI benefits are not eligible for SEB.

The Employer will inform the Canada Employment & Immigration Commission of any changes to the plan within thirty (30) days of the effective date of the change.

The plan is financed from the Employer's general revenues. SEB payments will be kept separate from payroll records.

The Employee must provide the Employer with the proof that he or she is getting EI benefits.

The Employer uses the benefit stub to verify that Employees are receiving EI benefits or all other earnings. The Association's Revenue Canada Taxation registration number is OEC500017.

- iii) The Employee shall be returned to the former position at the end of the pregnancy/parental leave, unless that position has been discontinued in which case the Employee shall be given a comparable position.
 - iv) Seniority and service shall continue to accrue during the pregnancy and parental leave.
- b) Partner and Adoption Leave
- i) An Employee whose partner gives birth to a child is entitled to 5 days of partner leave with full pay and benefits to attend upon the birth and immediately thereafter.
 - ii) An employee who adopts a child (or whose partner adopts a child) is entitled to 5 days of paid adoption leave with full pay and benefits to attend upon the first day of the adoption and immediately thereafter.

4.05 Leave of Absence

Written requests for a leave of absence without pay shall be given consideration on an individual basis by the Employer. Such requests are to be made in writing at least two (2) months in advance of the start of the leave and a written reply will be given within fourteen (14) calendar days. In case of emergency the above timelines may be waived by the Employer.

The Employee shall have the option to pay or to waive the benefit package while on a leave of absence. Should the Employee wish to continue the benefits the Employee will pay the full premium.

4.06 Employees returning from a granted leave of absence shall return to their former position at the rate of salary as of the date of return. But time spent on leave of absence shall not be considered as employment experience in the calculation of salary benefits.

4.07 Upon reasonable notice, the Employer agrees to grant, in writing, a leave of absence without pay, for a period of not more than twelve (12) months, if required, to any Employee who has been elected or appointed to a position with the International or Local Union.

4.08 Leave Reports

The Employer shall submit semi-annually, on January 15 and July 15 of each year, a copy of time taken off from work by Employees to the Union stewards. This breakdown shall cover time taken off for:

- a) vacation leave
- b) sick leave
- c) accumulated overtime
- d) leave of absence

4.09 Compassionate Care Leave will be granted in accordance with the Employment Standards Act.

ARTICLE 5 – HOURS AND OVERTIME

5.01 The regular hours of work for Employees shall be seven (7) hours per day within the period 8:00 a.m. to 5:00 p.m. Monday to Friday inclusive, except for July and August.

- a) Hours shall be 9:00 a.m. to 5:00 p.m. However, those Employees designated, by the Employer, to be on duty at 8:00 a.m. or 8:30 a.m. shall be by mutual agreement.
- b) An employee may request a change in regular hours of work for a defined period of time for personal/family circumstances. Reasonable notice shall be provided to the employer. Requests from the employee shall not be unreasonably declined or denied. A copy of the request and the employer's response will be provided to the union.
- c) The employer may request a change to regular hours for a defined period of time for matters deemed necessary to the effective operations of the Association. Reasonable notice shall be provided to the employee. Requests from the employer shall not be unreasonably declined or denied.
- d) Hours during July and August shall (up to and including the Friday before labour day) be 9:00 a.m. to 4:00 p.m. or 8:30 a.m. to 3:30 p.m. or 8:00 a.m. to 3:00 p.m.
- e) Employees shall have one (1) hour for lunch. Requests to changes to lunch time will be dealt with on a case-by-case basis.

- f)
 - i) Employees shall be granted fifteen (15) minutes rest periods in the morning and afternoon without loss of pay. The timing of the rest periods shall not interfere with the normal flow of scheduled business involving the employee.
 - ii) The rest period may be postponed up to thirty minutes under 5:01 e) i).
 - iii) During summer hours the afternoon 15-minute rest period will be added to the lunch hour, where possible.

5.02 Overtime - General

Overtime is defined as time on duty beyond 35 hours per week Monday to Friday during the year.

Overtime shall be voluntary, except if required by the employer due to the scheduled responsibilities of the employee's assigned duties. All overtime must be authorized by the Manager of Human Resources prior to being performed.

Overtime duties shall be performed by the permanent members of the Department which organizes the event. Where additional personnel are required, or where overtime does not apply to a specific Department, and provided that suitable Employees are available with the necessary qualifications and capabilities to fill such duties, such will be chosen in order of seniority.

Notwithstanding Article 5.02, employees may be required to work overtime in reverse order of their seniority, provided that those being selected shall have sufficient qualifications to perform the work required.

Temporary employees shall take on the work of the permanent employee they are replacing, including any overtime attributed to that position in the fulfillment of the permanent members specific duties and responsibilities.

Notwithstanding the above, preference will be given to permanent staff who have the specific skills and abilities required to perform the duties, based on seniority.

5.03 Overtime - Weekday

- a) Overtime duty required from Monday to Friday beyond thirty-five (35) hours shall be paid at the rate of time and one-half (1 ½). Overtime duty required beyond thirty-seven (37) hours Monday to Friday shall be paid at the rate of double time.
- b) When an Employee is required to forego his/her lunch period and such overtime is duly authorized, such time will be paid at the rate of time and one-half (1 ½).
- c) Taxi fare shall be provided by the Employer when the Employee works two (2) hours beyond the regular hours of work on any day.
- d) When the Employee works two (2) hours beyond the regular hours of work on any day, a break shall be allowed for supper, the cost of supper to be met by the Association.
- e) In the event that the service required of the Employee does not commence until later in the evening, overtime shall be paid from the end of the regular working day on the understanding that the Employee is available for duty at the end of the regular working day until the time required for the particular service.
- f) Overtime shall not be paid for fifteen (15) minute rest periods not taken.

5.04 Overtime – Weekend

- a) Employees required to work on a day which is not a regularly scheduled workday shall receive a minimum of four (4) hours at the appropriate premium rate.
- b) When an Employee is required for duty on a Saturday, Sunday or Holiday there shall be no time deducted for the lunch hour, if the Employee is asked to continue duty after the lunch hour.
- c) Saturday Morning Office Duty - Employees who are required to perform Saturday morning office duty on a rotation basis shall be eligible for payment at the rate of time and one-half (1 ½). Such Saturday morning office duty shall not be scheduled during the months of July and August or on those Saturdays that fall on long weekends.

Saturday overtime duty shall be paid at the rate of time and one-half (1 ½) for the first four (4) hours and all time beyond four (4) hours shall be paid at the rate of double time.

- d) Employees called to work on Sundays shall be paid at the rate of double time.

5.05 Overtime – Annual General Meeting/Council of Presidents/Conferences/Seminars

- a) When the venue for Association events/meetings is within a 15-kilometer radius of the Provincial Office no additional overtime will be paid for travel to the venue.

When the venue for Association events is outside the 15-kilometer radius from the Provincial Office and requires travel time outside of the regularly scheduled commute time of the employee, the applicable overtime rate as calculated for the additional travel time to the event location will be paid in accordance with the provisions of Article 5 of the collective agreement. Such requests for overtime shall be made in advance and include the rationale.

- b) The mileage kilometric rate will be based on 95% of the Treasury Board rate per kilometer.

5.06

- a) Instead of claiming overtime pay in accordance with 5:02, 5:03, 5:04 or 5:05 an Employee may have the option of taking the equivalent time off at a mutually acceptable time. Such equivalent time off shall be non-cumulative and shall be taken within five (5) months of the date of overtime worked. If time is not taken, pay will automatically be made up.
- b) The maximum accrued equivalent time off shall be forty-nine (49) hours within the defined five (5) month period.

ARTICLE 6 - PAID HOLIDAYS

6.01 Employees shall be paid for the following holidays:

Family Day	Thanksgiving Day
Good Friday	December 24
Easter Monday	Christmas Day
Victoria Day	December 26
Canada Day	December 31
Simcoe Day	New Year's Day
Labour Day	

Employees shall be entitled to five (5) additional paid holidays for use during the Christmas break and such other holidays as are proclaimed legal holidays by Federal, Provincial or Municipal authorities. These days shall be scheduled by the Employer and may not carry over in accordance with 7:02.

- 6.02 Pay for work performed on such holidays shall be at double the Employee's rate in addition to the holiday pay set out in Article 6.01.
- 6.03 If such holiday falls on a day which is not a regular working day, the first working day thereafter shall be considered the holiday.

6.04 Religious Holy Days

Employees may take up to two (2) 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 6:01;
- b) requests for leaves shall be submitted to the Manager of Human Resources at least three (3) months in advance, and shall specify the names and, if possible, the dates of the religious holy days which the employee will observe.

ARTICLE 7 - VACATIONS

7.01

- a) Employees shall be credited with their vacation entitlement in the following manner:

Less than one (1) years' service:	1.5 days per month
After one (1) year but less than four (4) years of service:	18 days with full pay
Four (4) years but less than nine (9) years of service:	23 days with full pay
Nine (9) years but less than fourteen (14) years of service:	28 days with full pay
Fourteen (14) years or more of service:	33 days with full pay

- b) The annual allocation shall be credited on the employees' seniority date of each year the Employee has earned vacation.
- c) Vacation time will be pro-rated for each Employee's 2020-2021 anniversary date to August 31 in order to reconcile the number of vacation days earned.

7.02

- a) Employees are expected to take their vacations during June to August. An Employee may take, however, fifteen (15) days of vacation during other months with the proviso that only one (1) Employee at a time from each department shall be on vacation during the period September to May.
- b) An Employee may carry forward up to no more than fifty percent (50%) of the vacation entitlement earned from 7:01 from the previous year on August 31st.
- c) Employees in the Professional Development Department may take their vacation from June 1 to October 31.
- d)
 - i) Employees shall address, in writing, all requests for vacation of up to one (1) day to the Manager of Human Resources:
 - a minimum of three (3) working days in advance up to a maximum of four (4) available vacation days per year; and
 - a minimum of one (1) working day in advance up to a maximum of one (1) available vacation day per year.

- ii) Except in the case where vacation days are requested in accordance with 7:02 d) i), Employees shall address in writing all requests, for vacation to the Manager of Human two (2) weeks prior to the vacation being taken where possible. Such requests shall be authorized and approved by the Employee's department head prior to submission to the Manager of Human Resources.
- iii) Vacation days shall not be requested in less than a half-day increment.
- iv) Notwithstanding 7:02 d) iii), an Employee may request up to one (1) available vacation day in no less than a one (1) hour interval.

- 7.03 When a recognized holiday as in Article 6 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 Employer.
- 7.04 The choice of vacation period shall be granted in line of seniority.
- 7.05 An Employee whose employment is terminated shall be paid vacation pay in the amount of two per cent (2%) of his or her earnings for each week of vacation to which he or she was entitled.

ARTICLE 8 - ADJUSTMENT OF DISPUTES

- 8.01 The Chief Steward or designate shall obtain permission from his/her supervisor to leave regular office duties to deal with a grievance without loss of pay. Such permission shall not be unreasonably withheld.

8.02 Grievance Procedure

A grievance within the meaning of this agreement shall be any dispute between the parties involving interpretation, application, administration or alleged violation of this agreement.

8.03 Step One

An Employee having a grievance shall submit it in writing, discuss and attempt to settle it with the Manager of Human Resources, with the Chief Steward being present, within ten (10) working days after the circumstances giving rise to it has occurred or ought reasonably have come to the attention of the Employee. The decision of the Manager of Human Resources shall be given to the Union in writing within five (5) working days.

8.04 Step Two

If the grievance is still unsettled, a step two meeting shall be requested by either party within five (5) working days of receipt of the step one denial. The General Secretary or his designate who shall meet with the Business Representative, the Chief Steward, and the grievor within ten (10) working days of the request to meet. The decision of the General Secretary or his designate shall be provided, in writing, to the Business Representative with a copy to the grievor within five (5) working days of the meeting.

8.05 Step Three

If the decision of the General Secretary or his designate is not satisfactory, the Union may, within five (5) working days of the date of receipt of such decision, give a notice of appeal in writing to the Provincial Executive.

The Provincial Executive shall meet with the Grievance Committee, consisting of the Business Representative, the Chief Steward, and/or the grievor, at the next regular Provincial Executive meeting, to investigate the grievance and attempt to settle it. This meeting shall take place

within thirty (30) days of referral to Step 3. If there is no scheduled meeting of the Provincial Executive, a special meeting shall be called to deal with the grievance within the thirty (30) day period. Failing this, the Union may refer the grievance to Arbitration as per Article 8:09.

A written decision shall be provided by the Provincial Executive dated within three (3) working days after such meeting.

8.06 Discharge and Suspension Grievances

A grievance relating to the discharge or suspension of an Employee shall be initiated at Step 2 of the grievance procedure.

8.07 Group Grievance

A group grievance may be initiated by the Union and shall be resolved with the provisions of the Article at Step 2 of the grievance procedure.

8.08 Policy Grievance

A policy grievance shall be filed at Step 2 of the grievance procedure within five (5) working days following the circumstances giving rise to the grievance. A policy grievance initiated by the Employer shall be filed with the Business Representative.

8.09 Arbitration

The matter must be referred to an arbitrator within forty-five (45) days of the Provincial Executive's decision. Failure to refer such matter to the arbitrator within forty-five (45) days shall constitute an abandonment of the grievance and the decision of the Provincial Executive shall be binding.

8.10 A grievance not adjusted in Step 3 may be referred to an Arbitrator mutually agreed upon by both parties. If no agreement can be reached on the appointment of an Arbitrator, the Minister of Labour, for the Province of Ontario will be asked to appoint an Arbitrator.

8.11 The Arbitrator shall not have the authority to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the terms and provisions of this agreement or to alter seniority status of any Employee.

8.12 The Arbitrator may, nevertheless, decide whether or not retroactive wages are payable because an Employee has been deprived of wages as a result of a violation of the agreement by the Employer and may modify discipline as related to loss of wages where, in the opinion of the Arbitrator, the extent of the discipline is unreasonable in relation to the offense. (The Arbitrator may not award retroactive pay in excess of ninety (90) days immediately preceding the date of the written statement of the grievance provided at Step 2 of the grievance procedure.)

8.13 The decision of the Arbitrator shall be final and binding on both parties.

8.14 Each party shall share equally the expenses of the Arbitrator.

ARTICLE 9 - DISCHARGE AND DISCIPLINARY ACTION

9.01

- a) No member shall be dismissed, disciplined or demoted other than for just and sufficient cause. In the event of a claim that an Employee has been discharged or disciplined unjustly or unreasonably the claim shall be subject to the Grievance and Arbitration procedure provided in Article 8.
- b) An Employee shall be informed in advance, of their right to have Union representation at any meeting held by the Employer for the purpose of discipline, demotion, or review.
- c) In the event that a permanent employee's performance is unsatisfactory, the Employee shall be placed under review. At the initiation of the review, the Manager of Human Resources shall notify the Employee and the Union, in writing, of the specific concerns in respect of the Employee's performance, and shall provide to the Employee written performance objectives which shall relate only to those aspects of an Employee's performance which are deemed unsatisfactory.
- d) The Employer shall provide such assistance and instruction as the Employer deems necessary and as is reasonably requested by the Employee.
- e) At the end of one (1) month 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.
- f) In the event the employee is legitimately absent from duties during the review period, the review period shall be extended by an amount of time equal to the absence.
- g) 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.
- h) If, at the termination of the review procedure outlined in clause 9:01, the Employee's work or service is still unsatisfactory, the provisions of clause 9:02 shall apply.

9.02 When considering discharging an Employee, the Employer shall discuss thoroughly with the Employee in the presence of a Union Steward the reasons for which the Employer is considering the discharge. If at the end of one (1) month from the date of the discussion the Employee's work or attitude is still unsatisfactory, the Employer may give the Employee notice of discharge. During this one (1) month period the Employer will provide instruction and guidance for the Employee.

9.03

- a) Each Employee shall be provided a copy of any notation of complaint, reprimand or disciplinary action which is placed in the Employee's record.
- b) Any written reply made by an employee to a complaint, reprimand or disciplinary action or performance appraisal shall be included in the employee's personnel file.
- c) Any notation or record of disciplinary action, for any reason, placed against the record of an Employee shall be erased after one (1) year, provided no further notation has been made within that year.

9.04

- a) Employees with more than ninety (90) days service shall be given a minimum of two (2) weeks notice of discharge.
- b) Notwithstanding (a) above, Employees discharged for gross misconduct shall not be entitled to notice of discharge.

- 9.05 Employees shall have the right to review their personnel file at any time mutually agreeable to the Employer and Employee. Employees shall be provided with a copy of all material contained in the file, if so requested.
- 9.06 Jobs skill testing results shall not solely be relied upon in terms of employee reviews.

ARTICLE 10 - STRIKES AND LOCKOUTS

- 10.01 There shall be no strike on the part of the Union nor lockout on the part of the Employer during the lifetime of this agreement. This section shall not be construed as prohibiting members from respecting picket lines around the premises occupied by the Employer authorized by the Local or the International Union concerned.

ARTICLE 11 - DISCRIMINATION

- 11.01 There shall be no discrimination with respect to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap in regard to hiring, promotion, transfer, layoff, dismissal, rate of pay, or other terms or conditions of employment. Nor shall there be any discrimination with respect to involvement as Union members or in activities authorized by the Union.

ARTICLE 12 - HEALTH AND SAFETY

- 12.01 The Employer shall make all reasonable provisions for the Health and Safety of the Employees during working hours.
- 12.02 The Employer shall establish a Joint Health and Safety Committee consisting of a minimum of two (2) COPE Union representatives to be appointed by the Union and equal representatives from Management be appointed by the Employer.
- 12.03 The Joint Health and Safety Committee shall meet at least once every three (3) months during regular working hours or such other times, as is required. Such release time from regular duties shall be without loss of salary or benefits.
- 12.04 The Union representative on the Joint Health and Safety Committee shall bring to the attention of the Committee and the Employer any suggestions or recommendations for improvement in conditions of work regarding the Health and Safety of the Employees.
- 12.05 The Employer shall reply to recommendations from the Joint Health and Safety Committee within two (2) weeks of receipt of such recommendations. Such response shall include a written plan of implementation developed in consultation with the Joint Health and Safety Committee.

ARTICLE 13 - UNION LABEL

- 13.01 All work in the office of the Employer may bear the Local 343, Canadian Office and Professional Employees Union (COPE) Union Label if such work was performed by a member of the Union.

ARTICLE 14 - CUMULATIVE SICK LEAVE

14.01 The name of the plan shall be the Cumulative Sick Leave Plan for Employees of the Ontario English Catholic Teachers' Association.

14.02 Objective of the Plan

To protect all Employees of the Ontario English Catholic Teachers' Association in the event of a serious illness from loss of wages by allowing them to use the accumulated portion of their annual sick leave allowance.

14.03 Absence Due to Illness

- a) Employees shall be permitted to be absent from their duties on account of illness, for a total of twelve (12) working days in each year without any deductions in salary.
- b) In case of illness lasting more than three (3) days' duration during the Employee's vacation, application may be made immediately to have the appropriate time recorded against sick leave rather than vacation upon provision of a medical certificate from a qualified medical practitioner. Any charges for such certificate shall be paid by the Employer.
- c) All absences for illness of more than four (4) days' duration must be certified by a qualified medical practitioner, on request. The certificate (Appendix IV) must state the possible duration of such illness. Any charges for such certificate shall be paid by the Employer.
- d) In instances where an Employee has accumulated absences in excess of eight (8) days in a contract year, the Employer may meet with the employee to offer both supportive services and preventative programming through services offered by the Ontario Teachers' Insurance Plan (OTIP) and our Employee and Family Assistance Program (EFAP) to assist employees in maximizing their physical and psychological health.

The employee may be required to provide a comprehensive medical certificate to support any medical accommodation required by the employee at the employer's expense. Such request shall be made in writing with a copy to the Chief Union Steward.

- e) In instances where an Employee has accumulated absences in excess of 10 days in a contract year, the Employer may request said Employee to provide a medical certificate for any additional absences at the Employer's expense. Such requests shall be made in writing with a copy to the Chief Union Steward.
- f) a copy to the Chief Union Steward.
- g) Sick leave requests immediately before or after a statutory holiday or vacation may require a medical certificate.
- h) 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 salary, benefits and accrual of seniority provided that the Employee submits a letter from the Medical Health Authorities recommending absence.

14.04 Operation of the Plan

The General Secretary shall set up a sick leave ledger in which sick leave credits shall be entered as follows:

- a) That the cumulative sick leave plan begins on date of employment.
- b) Upon the commencement of his/her duties, the Employee shall be given sick leave credits on the basis of:
- c) One day per paid month, not to exceed 12 days per calendar year.
- d) On August 31 any unused portion of sick leave days for the preceding year shall be entered in the ledger to the credit of each Employee.

ARTICLE 15 - BENEFITS

15.01

a) All Employees shall contribute to the Staff Pension Plan.

b) Staff Pension Plan

Employee contributions are six per cent (6.0%) on earnings up to the Yearly Basic Exemption (YBE), plus three point seven per cent (3.7%) on earnings between the Yearly Basic Exemption (YBE), and the Yearly Maximum Pensionable Earnings (YMPE), plus six per cent (6.0%) on earnings over the Yearly Maximum Pensionable Earnings (YMPE). OECTA contributes the difference between the Employee's contributions and the amount required to purchase the pension. The primary benefit is based upon the Employee's best five (5) years' average salary prior to retirement.

c) The pension payable to an Employee will be calculated under Clause 5, paragraph (a)(i) using two per cent (2%) instead of one and a half per cent (1.5%)

d)

i) The pension shall be increased on January 1 each year based on increases in the CPI during the preceding year. (Indexation year means the period from any October 1 to September 30 of the following year.) Indexing will be provided for all pensions payable from the date of actual retirement.

ii) The indexing provisions shall apply to all pensionable service as an Employee of OECTA including service before the implementation of these indexing provisions.

iii) For members of staff who retire or leave the service of OECTA after March 1, 1990, any CPI increases to a maximum increase of four per cent (4%) per year will be paid. When the CPI is less than four per cent (4%), the difference up to four per cent (4%) will be carried forward to be paid in a year when the increase is more than four per cent (4%). On March 1, 1990, the Employee's contribution shall be increased by the lesser of fifty per cent (50%) of the cost of indexing future service or two per cent (2%) of earnings to cover the Employee's cost of indexation.

iv) If an Employee is requested to retire or does so in accordance with the Collective Agreement, the Employee shall not suffer any loss in the pension benefits which shall be implemented during the life of the agreement.

e) Re-instatement in the Pension Fund

OECTA staff members who contributed to the staff pension plan are permitted to repay a refund of contributions provided they:

- i) return to full-time employment for at least one (1) year;
- ii) make complete repayment of the previous refund plus interest at the rate the fund is earning at the time that repayment commences;
- iii) make repayment in full within five (5) years of returning to employment with OECTA.

f) Normal Retirement

The Normal Retirement Date shall be the first day of the month immediately following the Employee's 60th birthday.

g) Early Retirement

i) An Employee may retire early on the first day of any month within 10 years of their normal retirement date. If the member retires early, on or after the attainment of age 55, but prior to the normal retirement date, the pension payable will be the pension accrued to the date of early retirement and otherwise payable from normal retirement

date, reduced by one half of one percent ($\frac{1}{2}\%$) for each month by which the employee's date of early retirement precedes their normal retirement date.

- ii) If the Employee retires early, on or after the attainment of age 50, but prior to the attainment of age 55, the pension payable will be the Actuarial Equivalent of the pension accrued to the date of early retirement already reduced by 30% in accordance with i) above for payment as from age 55.

- h) The Employer agrees to provide the Union with the following information regarding the staff pension plan: the current actuarial report, list of pensioners retired each year, list of separations from the Plan.

- i) At least one Union representative shall be named to the Advisory Committee as outlined in Section 14 – Advisory Committee of the Ontario English Catholic Teachers' Association Final Average Earning Pension Plan Text, as revised on January 1, 2006.

15.02 Employees shall have the option of participating in the OTF Group Registered Retirement Savings Plan.

15.03 A statement shall be provided once a year to each Employee showing contributions to date to the Staff Pension Plan and to the contributors of the OECTA Final Average Earnings Pension Plan.

15.04

- a) Notwithstanding the above, all Employees hired by the Employer after July 1, 2016 shall be enrolled only in the Ontario Municipal Employees Retirement System (OMERS).
- b) The Employer shall pay the prescribed employer contribution rate to OMERS for each employee who is enrolled in OMERS.
- c) Each Employee shall have deducted and remitted from their salary the prescribed OMERS employee contribution rate.
- d) The retirement benefits payable to an employee hired after July 1, 2016 will be solely those provided by OMERS. The Union understands and agrees that the Employer has no authority or control over the pension benefits offered by OMERS and that the level of pension benefits is not subject to the grievance and arbitration procedure.

15.05 One hundred per cent (100%) of the premiums for a Long-Term Disability Insurance Plan with the Ontario Teachers' Insurance Plan shall be paid for the Employee by the Employer.

15.06

- a) One hundred per cent (100%) of the premiums for OTIP Term Life Insurance in the amount of two (2) times annual salary shall be paid for the Employee by the Employer.
- b) Additional coverage, paid for by the individual by payroll deduction and administered through the Employer, shall be available at the option of any Employee.

15.07 One hundred per cent (100%) of the applicable Health Care Tax shall be paid for the Employee by the Employer.

15.08 One hundred per cent (100%) of the applicable premiums for Ontario Teachers' Insurance Plan (OTIP) semi-private coverage as well as OTIP Extended Health Services Plan "CB" including paramedical, and out-of-province coverage, shall be paid for the Employee by the Employer.

- a) One hundred per cent (100%) coverage for hearing aids up to eight hundred dollars (\$800.00) over five (5) years; and
- b) medical aids and supplies to include glucometers, lancets and autolets and blood monitoring machines; and

- c) one hundred per cent (100%) coverage for in-home hospital beds to a maximum of one (1) year;
- d) Certified chiropractic services at one hundred per cent 100% coverage to a maximum of eight hundred (\$800.00) per year;
- e) Acupuncture with one hundred per cent 100% coverage to a maximum of five hundred dollars (\$500.00) per year;
- f) Mental Health Practitioner up to fifteen hundred (\$1500) maximum per calendar year.
Note: The fees as set out for the Psychologist will also include the following professions: Psychologist or Master of Social Work/Counsellor or Social Work/Counsellor. Coverage will include dependents up to age twenty-one (21) and to age twenty-five (25) if enrolled as full-time students.

- 15.09 One hundred per cent (100%) of the applicable premiums for OTIP Dental Plan Plus 53 (or equivalent) at the current ODA schedule shall be paid for the Employee by the Employer, including two thousand five hundred dollars (\$2,500) orthodontic at fifty per cent (50%) co-insurance and major restorative with no maximum at eighty-five per cent (85%) co-insurance (or equivalent). Coverage will include dependents up to age twenty-one (21) and to age twenty-five (25) if enrolled as full-time students.
- 15.10 One hundred per cent (100%) of the applicable premiums for OTIP VE Plan (vision) shall be paid for the Employee by the Employer. Benefit levels may be to a maximum of eight hundred dollars (\$800) for eyeglasses and/or contact lenses and/or laser eye surgery over two (2) years and will also provide one hundred per cent (100%) coverage for yearly eye examinations up to a maximum of two hundred dollars (\$200). One hundred per cent (100%) coverage for biannual dilated fundus and tonometry eye examinations. Coverage will include dependents up to age twenty-one (21) and to age twenty-five (25) if enrolled as full-time students.
- 15.11 An Employee retired on pension may at his/her option continue to participate in one or more of the above benefit group plans at the Employee's expense, if permitted by the plan.
- 15.12 The Employer shall provide coverage for Employees through the *Workplace Safety and Insurance Act*.

ARTICLE 16 - EMPLOYER-EMPLOYEE COMMITTEE

- 16.01 In recognition of the desirability of maintaining good communication between the Union and the Employer to facilitate solutions of mutual problems which may arise during the term of this agreement, the parties agree as follows:
 - a) Periodic meetings will be held between a Committee representing the Employer and a Committee representing the Union.
 - b) Such meetings will be held once every three (3) months and more frequently on urgent matters as may be requested from time to time by either party.
 - c) It is understood that such meetings are not to replace or interfere with established Collective Bargaining procedures.
 - d) Details of the scope of such meetings will be subject to mutual agreement of the parties.
 - e) The Union shall not be required to assume management responsibilities in the enforcement of any rules and regulations.

ARTICLE 17 - TECHNOLOGICAL OR PROCEDURAL CHANGES

- 17.01 The Employer shall grant Employee(s) time off with pay and pay fees for courses taken by Employees at the request of the Employer. Additional expenses shall be paid in accordance with Association policies.
- 17.02 The Employer will provide the Union with at least three (3) months' notice of intention to introduce automation, equipment or procedures which will result in reduction of personnel.
- 17.03 In the event of proposed technological changes such as the introduction of office machinery which may displace an Employee, the Employer agrees to offer any employment created by such changes to the present Employees whenever possible before hiring additional staff.
- 17.04 Employees becoming redundant due to new equipment or procedures shall be eligible for retraining to equip them for the operation of such new equipment or procedure or to qualify them for new positions. Such retraining will be provided by the Employer without loss of pay or seniority to the affected Employee.
- 17.05 The Employer and Union agree that existing job classifications shall continue for the life of the Agreement, however, when there has been a substantial change in the work assignment of an existing classification or when new work is introduced the Employer may either:
- a) assign it to an existing classification or,
 - b) revise an existing job description or,
 - c) introduce a new classification under a new title and job description and rate it for inclusion in a salary group.

The title, description and rating shall be submitted to the Local, and thereafter the Employer may classify or continue to classify Employees thereunder unless the Union submits written notice of disagreement within fifteen (15) days after notification of the first classification of an Employee thereunder. If, after discussion, the Union and the Employer are unable to reach agreement, either party may submit the matter to arbitration.

ARTICLE 18 - HARASSMENT

- 18.01
- a) The Employer and the Union recognize that every Employee has the right of freedom from all forms of harassment in the workplace.
 - b) The OECTA Workplace Harassment (Appendix II) and Sexual Harassment (Appendix I) Policies, as appended, will govern all Employees.

ARTICLE 19 - CLASSIFICATIONS AND SALARIES

- 19.01 Regarding job classification, the Employer will recognize previous experience gained prior to employment with this Association, where such experience warrants recognition.
- 19.02 A permanent part-time Employee shall be paid not less than the proportion of the base established for the job classification which his or her weekly work schedule bears to the regular work week. Earnings shall be increased in accordance with the progression rates. The probationary period shall be three (3) months effective from the date of employment.
- 19.03 Change in placement of employees by level onto the Salary Schedule and Wage Classification shall be at the Employer's discretion.
- a) An employee may make a joint request to the Manager of Human Resources, and the Chief Union Steward, for consideration of movement to the next level on the Classification and Salary Schedules only after they have reached the maximum steps within their present level. The Chief Union Steward will be advised in writing when an employee requests a change in level.
 - b) The General Secretary will consider the employee's request in consultation with the Manager of Human Resources and advise the employee and Chief Union Steward as to the Employer's decision. The General Secretary has the discretion to grant or deny the Employee's request.

The above process shall remain in effect until such time as the Job Evaluation Protocol (Appendix A) is mutually agreed to by the Employer and COPE.

19.04

- a) Classification and Salaries for July 1, 2024 – June 30, 2025
(3% increase – rounded to the nearest dollar)

	0 months		9 months		18 months	
	Weekly	Yearly	Weekly	Yearly	Weekly	Yearly
Level I - Accounting Clerk I - Clerk I	\$1,042	\$54,223	\$1,090	\$56,668	\$1,137	\$59,112
Level II - Accountant II - Administrative Assistant II	\$1,289	\$67,013	\$1,351	\$70,252	\$1,416	\$73,663
Level III - Accounts Payable III - Administrative Assistant III - Graphic Layout Artist - Internal Audit Accountant III - IT Support Technician III - Membership and Fees III	\$1,453	\$75,595	\$1,520	\$79,062	\$1,584	\$82,359
Level IV - Accountant IV - Accounts Payable/Payroll IV - Administrative Assistant IV - Administrative Assistant/Records Administrator IV - Assistant to the Registrar IV - Events Software Technologist IV - Internal Audit Accountant IV - IT Administrator IV - Legal Administrative Assistant IV - Membership and Fees Accountant IV - Social Media Assistant IV	\$1,625	\$84,519	\$1,678	\$87,247	\$1,754	\$91,225

	1st Year	2nd Year	3rd Year
Student Employee	\$22.93/hr	\$24.51/hr	\$25.21/hr

19.04

- b) Classification and Salaries for July 1, 2025 – June 30, 2026
(2.5% increase – rounded to the nearest dollar)

	0 months		9 months		18 months	
	Weekly	Yearly	Weekly	Yearly	Weekly	Yearly
Level I - Accounting Clerk I - Clerk I	\$1068	\$55,579	\$1,117	\$58,084	\$1,166	\$60,589
Level II - Accountant II - Administrative Assistant II	\$1,321	\$68,688	\$1,385	\$72,008	\$1,452	\$75,504
Level III - Accounts Payable III - Administrative Assistant III - Graphic Layout Artist - Internal Audit Accountant III - IT Support Technician III - Membership and Fees III	\$1,490	\$77,485	\$1,558	\$81,038	\$1,624	\$84,418
Level IV - Accountant IV - Accounts Payable/Payroll IV - Administrative Assistant IV - Administrative Assistant/Records Administrator IV - Assistant to the Registrar IV - Events Software Technologist IV - Internal Audit Accountant IV - IT Administrator IV - Legal Administrative Assistant IV - Membership and Fees Accountant IV - Social Media Assistant IV	\$1,666	\$86,632	\$1,720	\$89,428	\$1,798	\$93,506

	1st Year	2nd Year	3rd Year
Student Employee	\$23.50/hr	\$25.13/hr	\$25.84/hr

19.04

- c) Classification and Salaries for July 1, 2026 – June 30, 2027
(2% increase – rounded to the nearest dollar)

	0 months		9 months		18 months	
	Weekly	Yearly	Weekly	Yearly	Weekly	Yearly
Level I - Accounting Clerk I - Clerk I	\$1,090	\$55,690	\$1,139	\$59,246	\$1,189	\$61,801
Level II - Accountant II - Administrative Assistant II	\$1,347	\$70,062	\$1,413	\$73,449	\$1,481	\$77,014
Level III - Accounts Payable III - Administrative Assistant III - Graphic Layout Artist - Internal Audit Accountant III - IT Support Technician III - Membership and Fees III	\$1,519	\$79,034	\$1,589	\$82,659	\$1,656	\$86,106
Level IV - Accountant IV - Accounts Payable/Payroll IV - Administrative Assistant IV - Administrative Assistant/Records Administrator IV - Assistant to the Registrar IV - Events Software Technologist IV - Internal Audit Accountant IV - IT Administrator IV - Legal Administrative Assistant IV - Membership and Fees Accountant IV - Social Media Assistant IV	\$1,699	\$88,364	\$1,754	\$91,217	\$1,834	\$95,376

	1st Year	2nd Year	3rd Year
Student Employee	\$23.97/hr	\$25.63/hr	\$26.36/hr

19.05 Job Descriptions/Classifications:

The bands shall be in 60 point increments effective July 1, 2004:

Level I	331-390
Level II	391-450
Level II	451-510
Level IV	511-570

Where a position classification results in a decrease in salary, the Employee shall be red-circled at their current rate of pay until such time as their rate of pay results in an increase in salary.

Should a red-circled position become vacant, it will be posted at the appropriate level and salary found in Article 19:06.

19.06 Longevity

Employees with twenty (20) or more years of service will receive a longevity allowance of:

July 1, 2024 – June 30, 2025:	$\$1,400 * 3\% = \$1,442$
July 1, 2025 – June 30, 2026:	$\$1442 * 2.5\% = \$1,478$
July 1, 2026 – June 30, 2027:	$\$1478.05 * 2\% = \$1,508$

Payment will be retroactive to July 1, 2024 and in the first pay period immediately following the employee's anniversary date. Payment will be by separate cheque.

ARTICLE 20 - DURATION AND RENEWAL

- 20.01 This Agreement shall be binding and remain in effect from July 1, 2024 to June 30, 2027 three (3) year contract) unless either party gives to the other party notice in writing at least sixty (60) days prior to the expiry date of the contract that it desires to terminate or amend its provisions. Within one (1) month of receipt of notice the parties shall meet to negotiate.

Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lock-out accrues, whichever first occurs.

- 20.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights and obligations of the parties shall remain in existence and either party, upon notice to the other, may re-open the pertinent parts of this Agreement for negotiations.
- 20.03 The amended "Collective Agreement for the Support Staff" shall be prepared by the Employer, signed by both parties and copies distributed to the staff members within 45 days of reaching a final agreement.

ARTICLE 21 - ALLOWANCES AND EXPENSES

- 21.01 Members of COPE shall be reimbursed for expenses incurred while on Association business, subject to the By-laws and Policies of OECTA.
- 21.02 Commute Allowance
Except while the Employee is accessing time off, the Association shall pay the cost of the member's daily parking and/or the cost of the member's daily commute to work, upon submission of receipts. Total monthly reimbursement under this clause shall not exceed \$150.00.

ARTICLE 22 - LAYOFF AND RECALL

- 22.01
- a) An Employee who is surplus in one (1) department may be transferred to another department should a shortage exist. When no vacancy exists within the entire office, the services of the Employee with the least seniority shall be declared redundant. No member, as defined in Article 1:04 (b) and (c), shall be declared redundant during the life of this agreement.
 - b) In the event of a layoff, Employees with the least seniority shall be the first to be laid off. Rehire shall be in the reverse order of layoff provided that the Employee has the ability to perform the required work.
- 22.02 Employees whose services are terminated because of automation, new equipment, mergers, suspension of business or redundancy (exceeding the number of Employees required), shall receive severance pay. The amount of such severance pay shall be two (2) weeks for each year of service for employees with up to 10 years of service, three (3) weeks for each year of service for employees with more than 10 years of service to a maximum of fifty-two (52) weeks.
- 22.03 An Employee who accepts severance pay forfeits any rights of recall.
- 22.04 Notwithstanding Article 22:02, an Employee may defer payment of severance until recall rights have been exhausted. Recall rights are limited to a two (2) year duration.

ARTICLE 23 - RELOCATION OF OECTA PROVINCIAL OFFICE

- 23.01 In the event that the OECTA Provincial Office moves from its present location at 65 St. Clair Avenue East, Toronto, Ontario, and that this change of venue results in personal travel difficulties, the Employer shall provide advance notice equivalent to three (3) months.

Dated at Toronto, this 15th day of April, 2025.

Signed on behalf of the Canadian Office and Professional Employees Union (COPE), Local 343:

Rick Miller

Rick Miller, Staff Representative
COPE Provincial

Anna Aneziris

Anna Aneziris, Staff Bargaining
Representative, COPE, Local 343

Philip Kim

Phil Kim, Staff Bargaining Representative,
COPE, Local 343

Signed on behalf of the Ontario English
Catholic Teachers' Association:

Chris Cowley

Chris Cowley, First Vice-President

Michel Derikx

Michel Derikx, Treasurer

Mary Lachapelle

Mary Lachapelle, Deputy General Secretary

Cindy Robidoux

Cindy Robidoux, Manager of Executive
Administration and Human Resources

APPENDIX A
Job Evaluation Plan

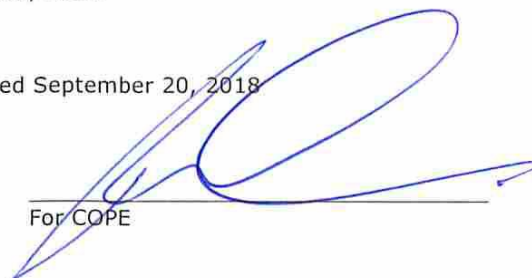
The joint committee will meet to establish a new Job Evaluation Plan, which shall then form the new Appendix III to this collective agreement.

The parties may, by mutual agreement, implement amendments to the Job Evaluation Plan prior to the renewal of this Collective agreement.

Dated at Toronto, this 20th day of September, 2018.

Date: Agreed September 20, 2018 – Signed September 20, 2018



For the Association

For COPE

APPENDIX B
Corporate Administrative Assistant

Letter of Agreement (NEW)

Between

**The Ontario English Catholic Teachers' Association
(hereinafter referred to as "the Employer")**

And

**The Canadian Office and Professional Employees' Association
Local 343
(hereinafter referred to as "the Employees")**

Re: Clause 1:01 and 19:06 of the Collective Agreement

1. The Employer and the Union agree, without precedent and without prejudice, to the removal of the position of Corporate Administrative Assistant from the bargaining unit effective July 1, 2016 and re-name the position "Executive Administrator." This is based on the fact that the position of Executive Administrator would be the back-up for the Senior Executive Administrator and will be required to perform work of a confidential nature as it relates to the OECTSA and COPE bargaining units as well as coordinating work within the Administration Department.
2. For clarity, no clause in the collective agreement between the parties shall apply to the position of Executive Administrator (formerly the Corporate Administrative Assistant) as of the effective date.
3. The position shall first posted to the Employees. The Employer reserves the right to fill the position with an external applicant.
4. There shall be no redundancies or layoffs as a result of the execution of this Letter of Agreement.

Dated at Toronto, this 19th day of July, 2016.

For the Employer:



**Liz Stuart, First Vice-President
OECTA**



**Warren Grafton, Treasurer
OECTA**




**David Church, Deputy General Secretary
OECTA**

For the Union:



Rick Miller, COPE Provincial



**Patricia Somers-Nelson, Chief Steward
COPE, Local 343**

APPENDIX C
Staff Pension Plan

LETTER OF UNDERSTANDING

BETWEEN

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
HEREINAFTER REFERRED TO AS "THE EMPLOYER"

AND THE

CANADIAN OFFICE & PROFESSIONAL EMPLOYEES ASSOCIATION – LOCAL 343
HEREINAFTER REFERRED TO AS "THE EMPLOYEES"

JULY 23, 2021

Re: Staff Pension Plan

The parties agree to strike a committee of equal representation to review the current pension plan provided for support staff with the goal of making recommendations to the parties for implementation as to how pensions may be improved.

Dated at Toronto, this 23rd day of July, 2021

**Signed on behalf of the Canadian
Office and Professional Employees
Union (COPE), Local 343:**

**Signed on behalf of the Ontario English
Catholic Teachers' Association:**

DocuSigned by:

Rick Miller, COPE Provincial Staff Rep

2ED8D66106F84D8

Rick Miller, Staff Representative
COPE Provincial

DocuSigned by:

Barb Dobrowolski, President

7584F04F0004424

Barb Dobrowolski, President
OECTA

Appendix D
Retirement Incentive

LETTER OF UNDERSTANDING

BETWEEN

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
HEREINAFTER REFERRED TO AS "THE EMPLOYER"

AND THE

CANADIAN OFFICE & PROFESSIONAL EMPLOYEES ASSOCIATION – LOCAL 343
HEREINAFTER REFERRED TO AS "THE EMPLOYEES"

JULY 23, 2021

Re: Retirement Incentive

The employer commits to provide a one-time voluntary retirement incentive to all employees aged 60 and over who give notice to retire by December 31, 2021 and effective no later than March 1, 2022, of twelve thousand five hundred dollars (\$12,500). The employer commits thirty-seven thousand five hundred (\$37,500) toward this incentive. After December 31, the Employer and COPE representatives shall meet to agree as to how any unspent monies will be used to the benefit of COPE members.

Dated at Toronto, this 23rd day of July, 2021

**Signed on behalf of the Canadian
Office and Professional Employees
Union (COPE), Local 343:**

**Signed on behalf of the Ontario English
Catholic Teachers' Association:**

DocuSigned by:

Rick Miller, COPE Provincial Staff Rep

2608066406E84C8

Rick Miller, Staff Representative
COPE Provincial

DocuSigned by:

Barb Dobrowolski, President

73C4E8A5CDD4434

Barb Dobrowolski, President
OECTA

Appendix E
Retirement Incentive

LETTER OF UNDERSTANDING

BETWEEN

THE ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
HEREINAFTER REFERRED TO AS "THE EMPLOYER"

AND THE

CANADIAN OFFICE & PROFESSIONAL EMPLOYEES ASSOCIATION – LOCAL 343
HEREINAFTER REFERRED TO AS "THE EMPLOYEES"

JULY 23, 2021

In regard to the Voluntary Retirement Incentive detailed in the 2021 Collective Agreement, the parties agree to the following:

1. Any loss of dues resulting from members who avail themselves of this Retirement Incentive, to a maximum of three (3), shall be reimbursed by OECTA to COPE Local 343.
2. Calculation of the monies owing shall be made at such time as the retirements are confirmed.
3. Calculations shall be made from the date of each such retirement through to June 30, 2024.
4. In the event that the Association supercedes the complement contemplated in Article 3.09 b) with a permanent hire(s) prior to June 30, 2024, such COPE union dues shall be deducted from the calculations of the reimbursement for each such permanent position above the complement.

Dated at Toronto, this 23rd day of July, 2021

**Signed on behalf of the Canadian
Office and Professional Employees
Union (COPE), Local 343:**

**Signed on behalf of the Ontario English
Catholic Teachers' Association:**

DocuSigned by:

Rick Miller, COPE Provincial Staff Rep

Rick Miller, Staff Representative
COPE Provincial

DocuSigned by:

Barb Dobrowolski, President

Barb Dobrowolski, President
OECTA

APPENDIX I

Ontario English Catholic Teachers' Association Sexual Harassment Policy

1. POLICY

- 1.01 This Policy shall be deemed to form part of any agreement to which the OECTA is a party as Employer.
- 1.02 The Policy in no way supersedes an individual's rights under any collective agreement or under the *Ontario Human Rights Code*, S.O., (1981, c.53) as amended.
- 1.03 The Employer recognizes the right of Employees to work in an environment free from sexual harassment, and the Employer undertakes to discipline any person employed by the Employer and agents of the Employer engaging in sexual harassment of an Employee.
- 1.04 The Employer recognizes that no perceived incident of sexual harassment is trivial. It is the responsibility of all Employees of the Employer and agents of the Employer to conduct themselves in accordance with this Policy in order to create and maintain an environment free from sexual harassment.

2 SCOPE

- 2.01 This policy applies to all Provincial Office Employees and agents of the Employer at the Provincial Office and at Employer provincially-sponsored events. Provincially-sponsored events are considered to include all conferences, seminars, workshops, meetings or activities.

3 PURPOSE

- 3.01 The Employer's Provincial Office (hereafter the Provincial Office) and Employer provincially-sponsored events are educational workplaces within which women and men enjoy equal dignity and value. To work together as equals in a respectful non-threatening environment is the right of all and is fundamental to our philosophy.

4 DEFINITIONS

- 4.01 The *Ontario Human Rights Code* R.S.O. (1990, c. H.19) as amended defines a worker's rights:

Human Rights Code - Harassment because of sex in workplaces

- (2) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee. R.S.O. 1990, c. H.19, s. 7 (2).

Sexual solicitation by a person in position to confer benefit, etc.

- (3) Every person has a right to be free from:
 - (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. R.S.O. 1990, c. H.19, s. 7 (3).

- 4.02 In addition to the definitions in the *Ontario Human Rights Code* this Policy recognizes that sexual harassment may include:
 - a. Unwelcome sexual innuendo, verbal or non-verbal;
 - b. Unwelcome sexual advances;
 - c. Inappropriate body contact;
 - d. Request for sexual favours;
 - e. Display of exploitive material;
 - f. Threat of reprisal.

5 PROCEDURE AND RESPONSIBILITY

- 5.01 A. It is recommended that anyone who perceives sexual harassment occurring should:
- ii) Make a direct and clear objection indicating that the comment or conduct is not acceptable;
 - iii) Remind the person that such behaviour contravenes the Provincial Office Sexual Harassment Policy and the Ontario Human Rights Code;
 - iv) As soon as convenient, make a notation of the particulars, i.e. times, dates, places, names of possible witnesses, and circumstances surrounding the incident(s).
- B. The fact that the above process is not followed will not prevent the filing of a formal complaint.
- 5.02 Consultation may be sought to identify the options that are available to the potential complainant. For this reason specific details of the incident, such as names, need to be divulged at this stage. An individual may contact:
- a) an Association/Union representative;
 - b) a superordinate;
 - c) an outside person of the individual's choice.
- 5.03 Complaint Procedure - Employee
- a) All proceedings under this Policy, and the results thereof, shall be dealt with in strict confidence.
 - b) An employee, an Association/Union or Employer may initiate a complaint.
 - c)
 - i) A complaint under this policy shall be made in writing to the General Secretary and shall specify the particulars of the incident(s) and the name(s) of the person(s) involved.
 - ii) If the alleged harasser is the General Secretary the complaint shall be made in writing to the President. The President shall administer the complaint as per section 5.03.
 - d) The General Secretary shall provide to the alleged harasser a copy of the written complaint within three (3) working days of its receipt.
 - e) The General Secretary shall meet with each of the parties separately and then jointly within ten (10) working days of the receipt of the written complaint.
 - f) The parties to a complaint may be represented at any hearing or meeting by counsel, an agent, or any representative of their choice.
 - g) During the procedure under this Policy, the General Secretary shall facilitate any immediate reassignment or time off work without loss of sick days, when requested and if appropriate.
 - h) At the joint meeting with the Parties the General Secretary shall explore a resolution with the Parties. If a resolution acceptable to both Parties is agreed upon, the issue will proceed no further.
 - i) If no resolution can be reached, the General Secretary shall fully investigate the complaint, including interviewing any witnesses where these names are provided by the parties. This investigation shall be completed within three (3) working days of the meeting with the parties.
 - e) Following the investigation the General Secretary shall propose a resolution which may include discipline in writing within three (3) working days.

- f) If the resolution is accepted by the parties a summary of the resolution shall be signed by the Parties and shall be kept, along with a copy of the written complaint, in a sealed envelope in the office of the General Secretary. After a period of five (5) years, or upon the departure of the alleged harasser from the Employer all such documents shall be destroyed.

5.04 Arbitration

- a) If either (or both) of the parties to the complaint disagrees with the proposed resolution, the issue may be referred to Arbitration within thirty (30) days of the receipt of the proposed resolution.
Failure to refer such matters to an arbitrator within thirty (30) days shall constitute an abandonment of the complaint or, as the case may be, an abandonment of the alleged harasser's right of appeal.
- b) An arbitrator shall be mutually agreed upon by the parties.
- c) If no agreement can be reached on the appointment of an arbitrator, the Ministry of Labour shall be requested to appoint an arbitrator.
- d) The decision of the arbitrator shall be final and binding.
- e) Following an arbitrator's decision, an alleged harasser under this Policy shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with an award of an arbitrator under this Policy.

6 **REMEDY AND DISCIPLINE**

- 6.01 Should counselling be required or recommended because of the stress produced by the incident (s) or the procedure, the employee may request counselling through the Employee Assistance Program. Arrangement for further requirements or accommodation shall be made through the Union/Association and the General Secretary.
- 6.02
 - a) Appropriate discipline, up to and including termination of employment, shall be determined by the General Secretary.
 - b) Appropriate discipline, up to and including termination of employment, shall be determined by the Provincial Executive if the alleged harasser is the General Secretary or Deputy General Secretary.

7 **COMPLAINT PROCEDURE – NON-EMPLOYEE**

- 7.01 If an employee initiates a complaint against a member of OECTA, the complaint shall be processed in accordance with the Safe Workplace and Member Conduct Policy, as found in the OECTA Handbook under By-Laws.
- 7.02 If the complaint is against an agent of the Employer, the Employer shall terminate business with that agent for a period of at least two (2) years.

APPENDIX II

Ontario English Catholic Teachers' Association Workplace Harassment Policy

1. **POLICY**

- 1.01 This Policy shall be deemed to form part of any agreement to which the OECTA is a party as Employer.
- 1.02 The Policy in no way supersedes an individual's rights under any collective agreement or under the *Ontario Human Rights Code*, S.O., (1981, c.53) as amended.
- 1.03 The Employer recognizes the right of Employees to work in an environment free from workplace harassment, and the Employer undertakes to discipline any person employed by the Employer and agents of the Employer engaging in workplace harassment of an Employee.
- 1.04 The Employer recognizes that no perceived incident of workplace harassment is trivial. It is the responsibility of all Employees of the Employer and agents of the Employer to conduct themselves in accordance with this Policy in order to create and maintain an environment free from workplace harassment.

2 **SCOPE**

- 2.01 This policy applies to all Provincial Office Employees and agents of the Employer at the Provincial Office and at Employer provincially-sponsored events. Provincially-sponsored events are considered to include all conferences, seminars, workshops, meetings or activities.

3 **PURPOSE**

- 3.02 The Employer's Provincial Office (hereafter the Provincial Office) and Employer provincially-sponsored events are educational workplaces within which women and men enjoy equal dignity and value. To work together as equals in a respectful non-threatening environment is the right of all and is fundamental to our philosophy.

4 **DEFINITIONS**

- 4.01 The *Ontario Human Rights Code* R.S.O. 1990, c.H.19 as amended defines harassment as:
"engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome "
- 4.02 Harassment in employment
Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability. R.S.O. 1990, c. H.19, s. 5 (2); 1999, c. 6, s. 28 (5), (6); 2001, c. 32, s. 27 (1); 2005, c. 5, s. 32 (7).
- 4.03 This Policy recognizes that harassment is any improper conduct by an individual that is directed at and is offensive to another person or persons in the workplace and that the individual knows or ought reasonably to have known would cause offence or harm. The improper conduct may include bullying and behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group or persons.

5 PROCEDURE AND RESPONSIBILITY

- 5.01 A. It is recommended that anyone who perceives workplace harassment occurring should:
- v) Make a direct and clear objection indicating that the comment or conduct is not acceptable;
 - vi) Remind the person that such behaviour contravenes the Provincial Office Workplace Harassment Policy and the Ontario Human Rights Code;
 - vii) As soon as convenient, make a notation of the particulars, i.e. times, dates, places, names of possible witnesses, and circumstances surrounding the incident(s).
- B. The fact that the above process is not followed will not prevent the filing of a formal complaint.
- 5.02 Consultation may be sought to identify the options that are available to the potential complainant. For this reason specific details of the incident, such as names, need to be divulged at this stage. An individual may contact:
- a) an Association/Union representative;
 - b) a superordinate;
 - c) an outside person of the individual's choice.
- 5.03 Complaint Procedure - Employee
- a) All proceedings under this Policy, and the results thereof, shall be dealt with in strict confidence.
 - b) An employee, an Association/Union or Employer may initiate a complaint.
 - c)
 - i) A complaint under this policy shall be made in writing to the General Secretary and shall specify the particulars of the incident(s) and the name(s) of the person(s) involved.
 - ii) If the alleged harasser is the General Secretary the complaint shall be made in writing to the President. The President shall administer the complaint as per section 5.03.
 - d) The General Secretary shall provide to the alleged harasser a copy of the written complaint within three (3) working days of its receipt.
 - e) The General Secretary shall meet with each of the parties separately and then jointly within ten (10) working days of the receipt of the written complaint.
 - f) The parties to a complaint may be represented at any hearing or meeting by counsel, an agent, or any representative of their choice.
 - g) During the procedure under this Policy, the General Secretary shall facilitate any immediate reassignment or time off work without loss of sick days, when requested and if appropriate.
 - h) At the joint meeting with the Parties the General Secretary shall explore a resolution with the Parties. If a resolution acceptable to both Parties is agreed upon, the issue will proceed no further.
 - i) If no resolution can be reached, the General Secretary shall fully investigate the complaint, including interviewing any witnesses where these names are provided by the parties. This investigation shall be completed within three (3) working days of the meeting with the parties.
 - j) Following the investigation the General Secretary shall propose a remedy which may include discipline in writing within three (3) working days.

- k) If the resolution is accepted by the parties a summary of the resolution shall be signed by the Parties and shall be kept, along with a copy of the written complaint, in a sealed envelope in the office of the General Secretary. After a period of five (5) years, or upon the departure of the alleged harasser from the Employer all such documents shall be destroyed.

5.04 Arbitration

- a) If either (or both) of the parties to the complaint disagrees with the proposed resolution, the issue may be referred to Arbitration within thirty (30) days of the receipt of the proposed resolution. Failure to refer such matters to an arbitrator within thirty (30) days shall constitute an abandonment of the complaint or, as the case may be, an abandonment of the alleged harasser's right of appeal.
- b) An arbitrator shall be mutually agreed upon by the parties.
- c) If no agreement can be reached on the appointment of an arbitrator, the Ministry of Labour shall be requested to appoint an arbitrator.
- d) The decision of the arbitrator shall be final and binding.
- e) Following an arbitrator's decision, an alleged harasser under this Policy shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with an award of an arbitrator under this Policy.

6 REMEDY AND DISCIPLINE

- 6.01 Should counselling be required or recommended because of the stress produced by the incident (s) or the procedure, the employee may request counselling through the Employee Assistance Program. Arrangement for further requirements or accommodation shall be made through the Union/Association and the General Secretary.
- 6.02
 - a) Appropriate discipline, up to and including termination of employment, shall be determined by the General Secretary.
 - b) Appropriate discipline, up to and including termination of employment, shall be determined by the Provincial Executive if the alleged harasser is the General Secretary or Deputy General Secretary.

7 COMPLAINT PROCEDURE – NON-EMPLOYEE

- 7.01 If an employee initiates a complaint against a member of OECTA, the complaint shall be processed in accordance with the Safe Workplace and Member Conduct Policy, as found in the OECTA Handbook under By-Laws.
- 7.02 If the complaint is against an agent of the Employer, the Employer shall terminate business with that agent for a period of at least two (2) years.

Appendix III
Job Evaluation Plan

JOB EVALUATION PLAN

The parties agree to the following with respect to the maintenance of job evaluations for the COPE Local 343 Bargaining Unit:

Joint Job Evaluation Committee

1.
 - a) OECTA and COPE Local 343 shall establish a Joint Job Evaluation Committee composed of three (3) members appointed by the Employer and three (3) members appointed by the Union.
 - b) Members appointed to the Committee shall fulfill a term equal to the length of the Collective Agreement in effect, unless prevented by circumstances defined under Article 4:01 or termination of employment.
2. The Committee shall be co-chaired by a committee member appointed by the Employer and a committee member appointed by the Union.
3.
 - a) In the event that one of the jobs being evaluated is that of a Committee member, that member will not participate in the evaluation of the member's job, thus reducing the size of the committee to two (2) members representing the Employer and two (2) members representing the Union.
 - b) In the event that a Committee member is a direct supervisor of a job classification that is being evaluated (excluding either the Office Manager or Assistant Office Manager) or has a conflict of interest, that Committee member will not participate in the evaluation of the job, thus reducing the size of the committee to two (2) members representing the Employer and two (2) members representing the Union.
 - c) A quorum for evaluating positions shall be a minimum of four (4) committee members with at least two (2) from each party. A consensus shall mean agreement of members in attendance.

Job Evaluation System

4. The gender-neutral comparison system used for pay equity shall be the job evaluation system used to establish job evaluations for the bargaining unit, or the system as amended by mutual agreement of the parties.
5. All new Committee members will receive training in job evaluations and the administration of the job evaluation system. The training shall be as agreed by the Committee having regard to the guidelines established by the Pay Equity Commission.
6. The Committee will use a questionnaire of a type mutually agreed upon to gather the necessary information from Employees and these shall be required to be returned to the Office Manager

by a time mutually agreed upon by the Committee.

7. The Committee will ensure that appropriate instruction is provided to all Employees who are required to complete a job evaluation questionnaire. The instruction shall be as agreed by the Committee and provided to the Employee jointly by a member of each party.
8. Upon direction of the Committee, one or more from each of the parties may interview the incumbent or supervisors to resolve any disagreement or to gain more specific information about the job. These individuals shall not be present at the time of rating.
9. The Committee will operate on a consensus ruling. If in the final analysis, a consensus ruling cannot be reached, then a majority vote of the whole Committee will rule.
10. The rating results achieved by the Committee shall be maintained and processed by the Committee in accordance with an agreed upon rating manual.
11. The Committee will evaluate specifically based on job content, not the incumbent's performance.

Meetings

12. The Joint Job Evaluation Committee shall meet at least annually to consider any job evaluation issues which have arisen. The dates for these meetings shall be mutually agreed by the parties. The agenda for the meeting shall be mutually prepared and circulated among the Committee members at least one (1) week in advance of the meeting.
13. Notwithstanding Paragraph 12 above, in the event of a significant change in job duties or in the event that a new position is created within the bargaining unit either party may request that the Joint Job Evaluation Committee meet within thirty (30) working days to discuss the new or changed job classification in question and shall meet within three (3) months to evaluate the job in question.

Salary Reclassification

14. Where a position classification results in an increase in salary through this evaluation process, the Employee shall receive a salary increase retroactive to the date the Employee was hired into the newly created position or the date on which the Employee's job duties were significantly altered.
15.
 - a) Where a position classification results in a decrease in salary through this evaluation process, the Employee shall be red-circled at their current level until such time as their new classification results in an increase in salary.
 - b) Position reclassifications shall be moved to the appropriate level in the salary schedule outlined in Appendix IV. Should the position become vacant, it will be posted at the appropriate level and salary.
 - c) No Employee shall receive a decrease in salary as a result of this evaluation process.


16. All decisions or recommendations of the Committee shall be released in a joint communication prepared by the parties and affected Employees shall be provided with rationale for Committee decisions.

Appeals Process

17. All Employee appeals must be given in writing to either of the Joint Chairpersons within thirty (30) days after the rating is provided.
18. Discussion and rationale will be presented to the Employee by the Joint Chairpersons of the Committee.
19. If no settlement is reached, the matter will be submitted to the Committee of the Whole. The Committee shall decide on the issue and, once established, their decision shall be binding and final.
20. Once all appeals are completed, the Committee shall post a schedule of ratings and adjustments.
21. In the event that the recommendations of the Committee are not implemented within thirty (30) working days of the Agreement, the Union shall have the right to refer the reclassifications in dispute for determination under the dispute resolution process set out in the Pay Equity Act.
22. Either party may request the assistance of Review Services for pay equity issues and, in the event the parties are unable to reach agreement on any matter, the matter shall be referred for resolution through the dispute resolution process set out in the Pay Equity Act.

Dated at Toronto, this 27th day of June, 2006.

Signed on behalf of the Ontario English
Catholic Teachers' Association


Donna Marie Kennedy, President


Greg Pollock, General Secretary



Karen Davis, Office Manager

Signed on behalf of the Canadian Office
and Professional Employees Union
(COPE), Local 343


Janice Best, COPE Representative


Anna Aneziris


Liisa Hypponen


Deanna Wolff

APPENDIX IV

Medical Certificate

Medical Certificate – To be completed by ONLY the practitioner

Date of Assessment: _____ Is this claim being submitted to WSIB: ☐ Yes ☐ No

Employee Name: _____ DOB: _____

Presenting Condition: _____ ☐ acute ☐ chronic

I have initiated the following treatment plan (check all that apply): ☐ physiotherapy ☐ occupational therapy
☐ counseling ☐ addiction support ☐ other: _____

Summarize Response to Treatment: _____

Barriers for Return to Work: _____

My patient requires assistance navigating treatment resources: ☐ Yes ☐ No

Actively engaged in treatment: ☐ Yes ☐ No ☐ Partially

Complete Recovery Expected: ☐ Yes ☐ No ☐ Unknown

Additional Comments (if needed):

Section 2: Attending Practitioner Contact Information & Fees

Completed Medical Certificates submitted to our Human Resources Department are handled in accordance with PHIPA regulations. OECTA will reimburse the treating practitioner, upon submission of a completed Medical Certificate with an invoice.

Practitioner's Name: _____
 Professional Designation/Specialty (e.g. MD, Chiro, Physio, Specialist): _____
 Phone: _____ Fax: _____
 Signature: _____
 Date: (dd/mm/yy) _____

Practitioner's Stamp

APPENDIX V
Functional Abilities Form



Date: _____

Fax to: _____

Fax #: _____

Patient Name: _____ Date of Birth: _____
(MM/DD/YYYY)

Dear Treating Practitioner,

The Ontario English Catholic Teachers' Association (OECTA) values the health and wellness of its employees. The Human Resources Department at OECTA provides both supportive services and preventative programming through services offered by the Ontario Teachers' Insurance Plan and our Employee and Family Assistance Program to assist employees in maximizing their physical and psychological health.

We utilize a collaborative, individualized and proactive process to assist employees to remain safely at work, or return to work in a timely manner following an illness or injury. Our primary goal is to support employees through individualized plans; this could include stay-at-work programming, return-to-work support, and accommodations.

Our team **requires documentation** to

- (1) support an employee's paid medical leave,
- (2) facilitate and support an accommodated position due to demonstrated functional limitations from an illness or injury, and
- (3) identify and explore options for intervention to prevent a sick leave and/or a WSIB claim.

We do not expect a treating practitioner to list specific accommodations, **only an employee's limitations and restrictions**. Additional medically-substantiated accommodation suggestions will be considered.

Completed FAFs submitted to our Human Resources Department are handled in accordance with PHIPA regulations. OECTA will reimburse the treating practitioner, upon submission of a completed FAF with an invoice.

The completed FAF can be faxed to **1-416-764-8323** or emailed to hr@catholicteachers.ca

Thank you in advance for your assistance as we work to support your patient.

Sincerely,

Cindy Robidoux, Manager of Human Resources
c.robidoux@catholicteachers.ca

Section A: Employee Information & Consent – To be completed by the employee

Full Name: _____

Department: _____ Title: _____

Address: _____

City: _____ Postal Code: _____

Telephone Number: _____

Email: _____

First Day of Absence: _____
(MM/DD/YYYY)

I hereby authorize the practitioner, by completing and signing this form, to fill out and release all sections of this form pertaining to my current or recent medical condition, to my employer. This information provided is for the purpose of determining my fitness to work, and/or the need for any accommodation in my workplace, and/or substantiating my absence due to illness or injury, and/or eligibility for benefits. I also consent for my practitioner to respond to any inquiry from my employer for these purposes only, in regards to the clarity of the contents of this form. Any information or requests to the doctor will be provided to the worker at the time of the request. All medical information received will be kept in strict confidence in the employee's medical file.

Employee Signature: _____

Date: _____
(MM/DD/YYYY)

Section B: RECOMMENDED PHYSICAL CAPABILITIES

To be completed by Physician/Practitioner ONLY IF the employee is returning to work with restrictions

Physical Ability*		Cognitive Limitation*	Mild	Moderate	Severe
Sustained Sitting	Limit to _____ minutes	Understanding			
Sustained Standing	Limit to _____ minutes	Memory			
Walking	Limit to _____ minutes	Concentration			
Climbing Stairs	Limit to _____ steps	Responsibility			
Climbing Ladders	Limit to _____	Working Cooperatively			
Bending/Twisting	Limit to _____	Attention to Detail			
Kneeling	Limit to _____	Multi-tasking			
Reaching	Left/Right Limit to _____	Emotional Regulation			
Gripping/Pinching	Left/Right Limit to _____	Adaptation to Change			
Pushing/Pulling	Left/Right Limit to _____	Decision-Making			
Lifting/Carrying	Left/Right Limit to _____	Time management			
Repetitive Movements	Left/Right Limit to _____	Communication			
Writing/Typing	Limit to _____	Reading			
Balance		Meeting Deadlines			
Sensory Impairment		Environmental Stimuli			
Driving**		Energy			
Other:					

*See Section E for definitions and measurement of limitations.

Checking this box is **not equivalent to a formal driving assessment but acknowledges that an existing medical condition may impact driving.

☐ Fit to Work (full hours & duties) ☐ Unfit to Work ☐ Fit to Work with Limitations (identified above)

Estimated Return to Work Date (if absent): _____ Date of Next Medical Review: _____
(MM/DD/YYYY) (MM/DD/YYYY)

- Recommend Graduated Return to Work (GRTW) (please specify below)

If medically necessary, temporary GRTW is provided for our employee to support the successful return to full regular duties. GRTW must be goal oriented, time limited (typically four to six weeks in duration), progressive in nature and based on medically supported functional abilities. GRTW may include modifications to his/her regular hours and/or duties or by placement in other positions more suited to his/her functional abilities.

It has been shown that early intervention and return to the workplace may reduce overall recovery times and limit the negative impact of a prolonged absence.

Please provide any additional information/comments/findings/limitations (ex. Physical, Cognitive) which you feel would assist our employee in a safe and timely return to work.

Section 2: Attending Practitioner Contact Information & Fees

Completed FAFs submitted to our Human Resources Department are handled in accordance with PHIPA regulations. OECTA will reimburse the treating practitioner, upon submission of a completed FAF with an invoice.

<p>Practitioner’s Name:_____</p> <p>Professional Designation/Specialty (e.g. MD, Chiro, Physio, Specialist): _____</p> <p>Phone: _____ Fax:_____</p> <p>Signature: _____</p> <p>Date: _____ (MM/DD/YYYY)</p>	<p>Practitioner’s Stamp</p>
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Only medically substantiated accommodation suggestions will be considered.

Section E: Definitions

Limitations – Any bodily or cognitive functions that a person cannot do

Restrictions/Precautions – Things that a person can do but should not do, usually because it involves significant risk to them or others

Repetitive Movements – Tasks with a cycle time of 30 seconds or less and completed for 60 minutes or longer or tasks that are completed for 50% of a work shift

Avoid – Defines work as none to very infrequent, rare or incidental use

Limit – Defines work as occasional

Seldom – Not on a daily basis or <5% of a workday

Rare – 1-5% of a workday

Occasional – 6-33% of a workday

Frequent – 34-66 % of a workday

Constant – 67-100% of a workday

Work Classifications

- **Sedentary** – Exerting up to 10 lbs of force up to occasionally and negligible amount of force frequently/constantly
- **Light** – Exerting up to 20 lbs of force up to occasionally, and/or up to 10 lbs frequently; negligible amounts constantly
- **Medium** – Exerting 20-50 lbs of force up to occasionally and/or up to 20 lbs of force up to occasionally and/or up to 10 lbs of force up to constantly
- **Heavy** – Exerting 50-100 lbs of force up to occasionally and/or up to 50 lbs of force up to frequently and/or in excess of 20 lbs of force up to constantly
- **Very Heavy** – Exerting in excess of 100 lbs of force up to occasionally, and/or in excess of 50 lbs of force frequently and/or in excess of 20 lbs of force constantly

Measurement limitations in relation to work demands

- **Mild:** Impacted capability less than 25% of the time, minimal disruption to function, still able to perform routine activities with some additional precautions and/or a slight increase in the time required to complete a task
- **Moderate:** Impacted capability less than 50% of the time, some distress or disruption when performing routine job-related demands, working at a slower pace, some or occasional work modifications and/or accommodations are recommended to prevent a transient or consistent increase in symptoms
- **Severe:** Impacted capability more than 50% of the time, profound distress or disruption when performing routine job-related demands, working at a slower pace, work modifications and/or accommodations are strongly recommended to prevent an immediate increase in symptoms as well as longer-term consequences related to physical and/or psychological well-being.

APPENDIX VI

Flexible Work Policy Pilot Project

The pilot will be reviewed with the COPE staff representative on a quarterly basis to provide feedback.

Eligibility

This policy applies to all employees after six months of successful continuous full-time employment. Employees participating in the flexible work schedule acknowledge that flex hours do not qualify as overtime hours and must be completed between the regular office hours of 8 am and 5 pm.

To determine whether an employee is eligible for flexible arrangements, we consider:

- The nature of the employee's job. For example, if the job requires attendance at specific hours or every day per week, then the employee is not eligible for flexible working hours.
- The needs of the employee's team or department. For example, some departments may require employees to be present during periods of time due upcoming deadlines and events.
- The duration of the arrangement. For example, an employee may have flexible hours on a specific time but may have to follow standard schedule at some other time.
- The impact on service. For example, we don't want any flexible work arrangement to have a negative impact on the support offered to our members and units.

Requesting a flexible work schedule

Employees will be expected to submit a written request for a flexible work arrangement to their Department Head/Manager and the Manager of Human Resources for approval. The Employee must be able to commit to whatever flexible work schedule they request with a start and end date.

Flexible Working Time (Flex Bank)

A flexible hour bank will allow every employee the ability to accrue flex time using a flexible schedule that works best for them.

Accumulating Flexible Hours

An employee may work up to an additional 30 or 60 minutes beyond their regular 7-hour work day between the hours of 8 am to 5 pm. The flex hours earned will not be subject to overtime.

Employees may not use their lunch hour to accrue flex hours.

Requests to earn flex hours must be scheduled in UKG (Kronos) at least 2 weeks in advance.

The flex bank will be capped at fourteen (14) hours. Once fourteen (14) hours have been accumulated no additional flex hours may be added to the bank until they have been utilized.

Requesting Time Off Using Your Flex Hour Bank

Once the employee has accumulated at least 3.5 hours of flex time, they may request to use the time in either half day (3.5 hours) or full day (7 hour) increments.

The employee must submit a request to use their flexible hours through UKG, Kronos at least three (3) days in advance, where possible, subject to approval.

An employee requesting to use flex time will be subject to the seniority and coverage rules within their respective department.

A

absence, 6, 8, 12, 15, 18, 20
 Absence Due to Illness, 20
 Adjustment of Disputes, 16
 Allowances and Expenses, 29
 Arbitration, 17, 18

B

Benefits, 21
 Dental, 23
 Dental - Orthodontic, 23
 Dependents, 23
 Retired on pension, 23
 Vision, 23
 bereavement, 9
 Bereavement, 9

C

Christmas break, 14
 Classification and Salaries, 25
 Compassionate Care Leave, 12
 Courses, 24
 Cumulative Sick Leave And Retirement Plan, 20

D

Definition of Employment, 5
 Discharge and Disciplinary Action, 18
 Discharge and Suspension Grievances, 17
 Discrimination, 19
 Duration and Renewal, 29

E

Early Retirement, 21
 Employer-Employee Committee, 23
 Extended Health Services Plan, 22

F

Full-Time Employee, 5

G

Grievance Procedure - Step One, 16
 grievance, 7, 8, 9, 16, 17
 Grievance Procedure, 16
 Grievance Procedure - Step Three, 16
 Grievance Procedure - Step Two, 16
 Group Grievance, 17

H

Harassment
 harassment, 24
 Health and Safety, 19
 Health Care Tax, 22

Hours and Overtime, 12
 hours of work, 12, 13

I

Illness, 9, 20
 illness of immediate family, 9

J

job classification, 8, 25
 Job Descriptions/Classifications, 29
 Jury and Witness Duty, 9

L

Layoff and Recall, 30
 Leave of Absence, 12
 Life Insurance, 22
 Longevity, 29
 lunch, 10, 12, 13, 14

M

Management Rights, 5
 medical, 6, 20

N

new position
 new positions, 8, 9
 Normal Retirement, 21
 Number of positions in the bargaining unit, 8

O

OMERS. See Pension
 Ontario Teachers' Insurance Plan, 22
 OTIP, 22
 overtime, 12, 13, 14
 Overtime, 13, 14

P

Paid Holidays, 14
 parental leave, 10, 11
 Part-Time Employee, 5
 pension, 21, 22
 Policy Grievance, 17
 positions, 8
 positions in the bargaining unit, 8
 pregnancy, 10, 11
 Pregnancy and Parental Leave, 10
 Probationary Employee, 5
 probationary period, 5, 25
 promotion
 Promotion, 9, 19

Q

Quarantine Leave, 20

R

Recognition, 5
Re-instatement in the Pension Fund, 21
Religious Holy Days, 15
Relocation of OECTA Provincial Office, 30
rest periods, 13

S

Saturday Morning Office Duty, 14
seniority
 Seniority, 8, 9, 13, 15, 16, 17, 20, 24, 30
Seniority
 seniority, 8, 11
Seniority, Promotion and Transfers, 7
sick, 6, 9, 20
sick leave credits, 9
Staff Pension Plan, 21
Strikes and Lockouts, 19
Student Employee, 6

T

Technological or Procedural Changes, 24
temporary, 6, 8, 9
Temporary Employeee, 6
transfer, 9, 19

U

Union Business, 10
Union Label, 19
Union representation, 18
Union Security, 7

V

vacancies, 8
vacancy
 vacancies, 6, 8, 9, 30
vacation, 12, 15, 16, 20