COLLECTIVE AGREEMENT

- Between -

THE CORPORATION OF THE COUNCIL OF MINISTERS OF EDUCATION, CANADA (CCMEC)

(hereinafter referred to as the "Employer")

- and -

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, Local 343

(hereinafter referred to as the "Union")

Expiring December 31, 2025

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ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole bargaining agent for all employees employed by The Corporation of the Council of Ministers of Education, Canada in the Province of Ontario, including those that work remotely, who may or may not be in the geographical area, save and except the positions of HR Manager, Manager of Communications, Manager of International Assessment, Coder, Executive Assistant, Coordinator, Director, and those ranked above.

ARTICLE 2 - PURPOSE CLAUSE

2.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Union; to provide mutually satisfactory working conditions for the employees subject to this Collective Agreement; and to establish the procedures for the settlement of differences which may arise.

ARTICLE 3 - RIGHTS OF THE EMPLOYER

3.01 The Employer continues to have the right to manage the operations and direct the employees subject only to the specific provisions of this Agreement. The Employer will exercise its rights in a manner that is non-arbitrary, reasonable, and consistent with the terms of this collective agreement.

ARTICLE 4 - RELATIONSHIP (COVERED BY ARTICLE 10)

ARTICLE 5 - UNION SECURITY

5.01 All employees covered by the certification shall pay Union dues as determined by the Union from time to time as a condition of employment. Union dues will be remitted to the applicable local of the Union. The Union shall notify the Employer in writing of the amount of such dues and any changes to the dues will be provided to the Employer in writing with no less than thirty (30) days notice.

Union dues shall be deducted from the first pay during each calendar month, the appropriate amount of which shall be as certified by the Union. The Employer shall remit the sum deducted to the Union before the end of the month, along with the names for whom the dues were deducted. At the time dues are first deducted, addresses, date of hire for employees will also be provided.

The Union will save the Employer harmless from any and all claims, which may be made by employees for amounts deducted from pay as herein provided.

The Employer shall supply each employee, without charge, with a record on their T4 slips, for income tax purposes indicating the amount of applicable deductions paid to the Union by the employee in the previous calendar year. Such records shall be provided to each employee prior to March 1 of the succeeding calendar year.

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with union membership and dues. The employee's supervisor or designate, shall introduce the new employee via email to the chief steward, who shall then meet with the employee. This meeting shall take place within regular working hours during the first two (2) weeks of employment. The meeting will be for a maximum of (15) minutes and shall be without loss of pay. The purpose of the meeting is to acquaint the new employee with the Union and the terms and conditions set out in the Collective Agreement.

ARTICLE 6 - UNION REPRESENTATION

6.01 Bargaining Committee

It is mutually agreed that the Union has the right to elect or otherwise select a Bargaining Committee consisting of up to three (3) representatives from members of the bargaining unit of which the Chief Steward is one. All members of the committee shall be employees who have completed their probationary period. Time spent by the employee members of the Bargaining Committee at negotiation meetings with the Employer to renew the Collective Agreement, up to and including conciliation, shall be without loss of regular pay. The Bargaining Committee shall have the right to have the assistance at negotiations with the Employer of a representative from COPE Ontario who is not employed by the Employer and such technical advisors as required.

6.02 Union Stewards

- (a) The Employer recognizes three (3) Union Stewards, one of which will be designated by the Union to be a Chief Steward. The Stewards shall be employees who have completed their probationary period. The Union will encourage Steward representation that comes from different operating units.
- (b) The right of a Steward to leave their work without loss of regular pay to attend to Union business is granted on the following condition: the above-stated Union Steward shall not leave their normal assigned duties for the purpose of doing any business on behalf of the Union or to investigate or to discuss any grievance or complaint without first obtaining the permission of their supervisor. Such permission will not be unreasonably withheld.

The Union will inform the Employer in writing of the names of the Chief Steward, Stewards, members of the Bargaining Committee, and Union members of any other committee outlined in this Collective Agreement, and of any subsequent changes thereto. The Employer will notify the Chief Steward in writing when any new supervisor for the bargaining unit is hired or appointed.

Union Stewards and committee representatives shall be allowed reasonable time off to perform duties associated with this collective agreement. This time off shall be without loss of wages, seniority or benefits.

The Employer shall provide the Union with the following information on a bi-annual (January and July of each year) basis: a list of employees, showing their names, personal addresses and job classifications.

The parties agree that no employee shall be discriminated against or subject to harassment by virtue of being a Union member or exercising their rights under this Agreement.

ARTICLE 7 - DEFINITION OF EMPLOYEES

7.01 "Employee" means a member of the bargaining unit and includes:

Permanent Full-Time

A permanent full-time employee is an employee who successfully completes his/her probationary period; and works at least 29 hours per week, exclusive of meal periods.

Permanent Part-Time

A permanent part-time employee is an employee who successfully completes his/her probationary period; and works less than 29 hours per week, exclusive of meal periods.

Contract Employee

A contract employee is an employee who is hired by the Employer to work for a limited period of time, on either a full-time or part-time basis or for a specific project or to replace an employee on leave of absence and must be provided with a written notice upon hiring detailing the start date and expected end date of the position. Unless mutually agreed otherwise between the Union and the Employer, contract employees are limited to a period of twenty (20) months.

Contract employees shall in all respects be covered by the Collective Agreement except as otherwise excluded. For greater clarity, contract employees are not permanent employees. The Union is entitled to dues for contract employees from the date their employment commences.

The Employer shall confirm with the contract employee a minimum of two (2) weeks prior to the expiration of the contract whether they are seeking to extend the contract or whether the contract will terminate on its expiry.

At the end of the limited period of a contract employee, the contract shall be terminated, and the employee shall be released, and such release shall not form the basis of a grievance and shall not be deemed a layoff and the employee shall not have the right to displace another employee.

In the case that a contract employee is hired directly into either a full time or part time permanent position without a break in employment, time spent working on contract will be considered continuous service for calculating sick days and vacation days and for eligibility of benefits. Upon the start of the permanent position, the employee shall be required to pass the probationary period as set out in Article 13. Their seniority will be calculated from the start date of their permanent position.

ARTICLE 8 - SECURITY OF BARGAINING UNIT WORK

8.01 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit that directly causes or results in lay-off of an employee in the bargaining unit.

ARTICLE 9 - CONTRACTING OUT

9.01 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off, or reduction of hours of work of any employee(s) occurs.

ARTICLE 10 - DISCRIMINATION, HARASSMENT, WORKPLACE VIOLENCE, RACISM, & SEXUAL VIOLENCE

10.01 The Employer and the Union are committed to providing a positive work environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment,

workplace violence, racism, and sexual harassment.

10.02 Harassment

"Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome." [ref: Ontario *Human Rights Code*, Sec. 10 (1)].

- (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability." [ref: Ontario *Human Rights Code*].
- (b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by their employer or agent of the employer or by another employee." [ref: Ontario *Human Rights Code*, Sec. 7 (2)].
- (c) Every person who is an employee has a right to freedom from workplace harassment in accordance with *Occupational Health and Safety Act*, Sec. 1 (1).
 - "Workplace Harassment" means "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome." [ref: Occupational Health and Safety Act, Sec. 1 (1)].

The employee rights set out above shall be interpreted within the context of the Ontario *Human Rights Code*.

(d) "Workplace sexual harassment" means "engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome." [ref: Occupational Health and Safety Act, Sec. 1 (1)].

10.03 Discrimination

(a) There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

The employee rights set out above shall be interpreted within the context of the Ontario *Human Rights Code*.

(b) The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of their membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement.

10.04 Process

An employee who believes that they have been harassed or discriminated against, contrary to this provision shall be encouraged by the Employer and the Union to follow the Employer's policy on harassment and process.

Employees should bring any complaint forward to their immediate supervisor. In situations where the immediate supervisor is involved in the complaint, the employee should direct the complaint to the Human Resource Manager.

Employees have the right to bring a Union Steward to any meeting/discussion within this process. The Employer after receiving the complaint will conduct an investigation and report back to those people involved in the complaint.

Failing resolution, an employee may follow the process set out in the Grievance and Arbitration procedures of the Collective Agreement. The employee shall be encouraged by both the Employer and the Union to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission.

10.05 Confidentiality

Complaints of harassment, discrimination, violence, or racism will be received and investigated in a confidential manner in accordance with this provision and the Employer policies.

Any allegation or complaint of harassment, discrimination, violence, and racism will be considered personal information 'supplied in confidence'. The name of the complainant and/or the circumstances of the complaint will not be disclosed to any person except where disclosure is necessary for the purpose of investigating the complaint.

Confidentiality will be enforced on all of the parties involved to the best of their abilities. Strict confidentiality cannot be guaranteed to anyone who wants to make a complaint of harassment, discrimination, violence, or racism. If a complaint goes through an investigation, the respondent and other people involved will have to learn about the complaint.

10.06 Education

The Employer will ensure this article and the Employer policy is distributed to all employees, including senior leadership. During orientation, education on these issues will be provided by the Employer to all employees to ensure this provision and the Employer policy is understood.

10.07 Human Rights Commission

Nothing in this article shall be deemed to limit the right of an employee to seek assistance from the Ontario Human Rights Commission.

ARTICLE 11 - NO STRIKE OR LOCKOUT

11.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario *Labour Relations Act*, as amended.

ARTICLE 12 - SENIORITY

12.01 Definition of Seniority and Service

Seniority and service for permanent full-time employees shall be defined as length of continuous service in the bargaining unit from the employee's date of hire, subject to the other provisions in this Collective Agreement. With the implementation of the first Collective Agreement, the Employer will recognize the prior seniority and service with the Employer for bargaining unit employees as at the date of ratification.

Seniority and service for permanent part-time employees will be calculated on the basis of 1885 hours paid equals one year from the employee's date of hire, subject to the other provisions in this Collective Agreement. With the implementation of the first collective agreement, the Employer will recognize the prior seniority and service with the Employer for bargaining unit employees as at the date of ratification.

Employees transferring to or from part-time to full-time will transfer seniority and service on the basis of 1885 hours paid equals one year.

Employees on temporary unpaid leaves of absence not covered by the *Employment Standards Act* of greater than one (1) month, or on layoff shall retain their seniority and service but shall not accumulate any seniority and service.

12.02 Probationary Period

An employee will be considered probationary for the first ninety (90) days actually worked and will have no seniority rights during that period. After ninety (90) days service, the employee's seniority shall date back to a date ninety (90) days prior to the date on which the probationary period was completed.

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration, save and except where the discharge has been made in bad faith, was discriminatory, or contrary to legislation.

When two or more employees commence work in the same seniority group on the same day, seniority shall be established through a draw with the Employer, the Union, and the employees affected present.

10.03 Seniority List

The Employer shall provide the Union and email all bargaining unit employees with an updated seniority list on a bi-annual basis (January and July of each year). This list shall include all permanent, probationary, and contract employees.

Employees will have sixty (60) days to raise any concerns with respect to the seniority list, otherwise the seniority list shall be deemed to be accurate and final.

10.04 Loss of Seniority

Employee will be deemed terminated and lose all seniority for any of the reasons below:

- a. quits for any reason;
- b. is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- c. has been absent due to layoff for more than twelve (12) months;
- d. fails to report for work within five (5) working days after being notified by registered mail of recall by the Employer following a layoff, or fails to inform the Employer within three (3) working days of notice of recall that they will report for work;
- e. fails to return to work on the employee's first scheduled day, following an authorized leave of absence unless there is a reasonable explanation for not doing so, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- f. has been absent from work for three (3) consecutive scheduled working days or more without providing a reasonable explanation for the absence.

10.05 Lay-off and recall

In the event of a permanent lay-off, the Employer shall give a minimum of forty-five (45) days notice. Pay at the regular rate may be given in lieu of notice in addition to any other benefits accruing to the employee under this Agreement. The original forty-five (45) days notice shall apply to any employee who is displaced in the process below.

Within one (1) week of such notice, the Employer and the Union shall meet to discuss potential alternatives.

The employees shall be laid-off in reverse order of seniority within the job positions impacted. Employees who are provided notice of lay-off shall have the following options:

- a. Accept the lay-off without right to recall;
- b. Accept the lay-off with right to recall;
- c. Displace another employee with less seniority, provided the laid-off employee has the required qualifications and are able to perform the work without training other than the normal orientation provided to new employees.

10.06 Right to Recall

Employees who accepted lay-off and choose to remain on the recall list shall keep the Employer informed of their current contact information.

Employees will be recalled to vacancies within the bargaining unit in order of seniority provided the employee has the required qualifications and are able to perform the work without training other than

the normal orientation provided to new employees.

The Employer shall give notice of recall by registered mail to laid-off employees at the employee's last known address. The employee must respond to such notice within five (5) working days of receipt of delivery.

The Employer will exhaust the recall process prior to hiring new employees. In order to maintain operational continuity, the Employer is able to utilize temporary contract employees during the time period required to recall an employee under this provision.

Employees shall remain on the recall list for a maximum period of twelve (12) months. At the expiry of the twelve (12) months, employees will be terminated and any applicable legislative monies will be paid out.

ARTICLE 13 - STAFF CHANGES, PROMOTIONS, NEW POSITIONS

13.01 In the event new jobs are created or vacancies occur in existing job classifications within the bargaining unit, the Employer shall notify all internal employees via email of the vacancy.

Internal employees shall have five (5) working days to submit their application.

The Employer shall consider the qualifications, experience, skill, and ability of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy.

The Employer may post the vacancy on an external basis if after posting internally, no applications were received or internal applicants do not qualify for the vacancy, but first consideration will be given to bargaining unit members prior to the Employer considering other external candidates.

The procedure outlined above shall apply in the case of temporary vacancies for vacancies that exceed five (5) months in duration. The Employer is only required to post the original temporary vacancy and one subsequent temporary vacancy, after which the Employer will post the remaining temporary vacancy on an external basis.

ARTICLE 14 - TEMPORARY TRANSFER

14.01 Any employee, who is temporarily transferred by the Employer to perform the essential duties of a higher rated classification, for more than two (2) consecutive days, shall be paid the higher rate while so employed in that classification.

ARTICLE 15 - PERSONNEL FILE

15.01 Employees have the right to examine and receive a copy of their personnel file with a duly appointed representative of the Employer present, at a mutually agreeable time.

No disciplinary notice about any employee shall be placed in the employee's personnel file unless the employee concerned is first given a copy of the disciplinary notice. The employee will have the right to have a Union Steward present at any disciplinary meeting with the Employer.

15.02 Purging Discipline Files

All written documentation in personnel files that are of a disciplinary nature shall be removed, provided the employee remains discipline free for a period of eighteen (18) months. No disciplinary notice about any employee shall be placed in the employee's personnel file unless the employee concerned is first given a copy of the disciplinary notice with a copy given to the Union with the approval of the employee.

15.03 Performance Assessments

Written performance assessments may be used by the Employer to train and develop employees and to bring to the employee's attention, areas that require improvement. An employee shall be given sufficient opportunity to read, review and discuss any such performance assessment.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 Grievance Procedure

Should any difference arise between the employee(s) and the Employer as to the meaning or application of this Agreement, the following procedure shall be followed:

Step 1 - Complaint Stage

Before the grievance procedure is initiated, every reasonable attempt shall be made to resolve the matter by informal discussion. An employee having a question or complaint shall refer it to his immediate supervisor who will respond to the employee within ten (10) working days of becoming aware of the complaint or the concern leading to the question. The employee has the right to bring a Union Steward to this meeting/discussion.

Step 2 - Formal Grievance

Failing settlement at the Complaint Stage, the employee(s) or Union may lodge a formal grievance within ten (10) working days of the meeting/discussion in Step 1 above.

The matter shall be referred by the employee(s) involved, or Union, where the interests of the bargaining unit are involved, to the Employer's Human Resources department.

A meeting will take place between the employee(s) involved and a Union Steward along with two (2) Employer representatives.

Sten 3

Failing settlement by Step 2 within fifteen (15) working days, the employee(s) involved or the Union, shall take up the grievance with the Employer's senior management representative, or designated Officer

Failing settlement in Step 3, either party may submit the matter in dispute to arbitration as outlined in Article 17.

For the purpose of this provision, "working days" means Monday to Friday, inclusive, excluding holidays as provided by Article 20.01 (Paid Holidays).

The time limits on any step in this grievance procedure may only be extended by written agreement between the parties.

ARTICLE 17 - ARBITRATION

17.01 Failing settlement in Step 3 of the Grievance Procedure, either party may submit the matter in dispute to a mutually acceptable Arbitrator. The Union or the Employer shall refer any dispute which has not

been settled in Step 3 of the Grievance Procedure to the Arbitrator within twenty (20) working days.

Except as otherwise agreed between the parties, the parties agree to have a sole Arbitrator hear disputes between them. The party referring the matter to arbitration shall at the same time advise the other party of its proposed names of Arbitrators. The recipient of the notice shall within ten (10) working days thereafter notify the other party in writing of their agreement to the proposed names or provide the referring party with its proposed names of Arbitrators.

The parties shall endeavour to agree upon an Arbitrator within fifteen (15) working days. If the parties fail to agree upon an Arbitrator, either party may request the Minister of Labour to appoint the Arbitrator.

The decision of the Arbitrator shall be final and binding.

No person shall be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance without the consent of the parties in writing.

No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

The fees and expenses of the Arbitrator shall be shared equally between the parties.

The Arbitrator shall not be empowered to make any decision inconsistent with the provisions of the Agreement nor shall they alter, modify, or amend any part of this Agreement.

For the purpose of this provision, "working days" means Monday to Friday, inclusive, excluding holidays as provided by Article 20.01 (Paid Holidays).

The Arbitrator shall have access to the Employer's premises to view working conditions or operations which may be relevant to the resolution of the grievance which is the subject of the arbitration.

The Arbitrator shall have the power to modify the penalty which is the subject of the grievance as the Arbitrator considers just and reasonable in all the circumstances.

The time limits fixed in the arbitration procedure may only be extended by consent of the parties in writing.

ARTICLE 18 - HEALTH AND SAFETY

18.01 The Employer and the Union agree that they mutually desire to maintain standards of health and safety, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.

18.02 Statutory Compliance

The parties shall establish a Joint Health and Safety Committee as required under the Occupational Health and Safety Act. The Joint Health and Safety Committee shall have the responsibilities as set out in the Occupational Health and Safety Act, as amended from time to time.

18.03 Committee

a. The Joint Occupational Health and Safety (JOHS) Committee shall consist of two (2) representatives appointed by the Employer and two (2) representatives appointed by the

Union. Representatives of the committee shall be permanent employees.

- b. Members of the Joint Occupational Health and Safety Committee shall complete certification training paid for by the Employer on work time.
- c. Employee representatives shall suffer no reduction of wages, benefits or other rights or entitlements under this Agreement for time spent in attending JOHS Committee meetings or other functions related to committee activities as designated and approved by the committee.
- d. All minutes of the meetings of the JOHS Committee shall be recorded in a mutually agreed upon form and manner and a copy shall be provided to the Employer and the Union.

ARTICLE 19 - JOINT LABOUR RELATIONS COMMITTEE

19.01 Establishment of Joint Labour Relations Committee

On request of either party, the parties must meet once every three months during working hours, until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee(s) bound by this Agreement. The parties by mutual agreement may add to or cancel normal meetings on an ad hoc basis where circumstances require it.

Each party shall, at its sole discretion, select two (2) representatives to be part of the Committee and shall notify the other of the names of such representatives.

The purpose of the Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the educational environment, to foster the development of work-related skills and to promote workplace productivity.

Employee representatives shall suffer no reduction of wages, benefits or other rights or entitlements under this Agreement for time spent in attending the Joint Labour Relations Committee meetings.

19.02 Minutes of Meetings

Minutes shall be kept of all meetings held and a copy shall be provided to the Employer and the Union.

ARTICLE 20 - PAID HOLIDAYS

20.01 Employees shall receive the following holidays with pay:

New Year's Day
Canada Day
Civic Holiday
Good Friday
Labour Day
Easter Monday
Victoria Day
Remembrance Day
Canada Day
Civic Holiday
Labour Day
Christmas Day
Boxing Day

Where an employee observes a cultural/spiritual day other than those listed above, the employee shall submit their request in January of each year for that calendar year identifying the required date(s) they need off. Such requests will not be unreasonably denied. Such day(s) will be deemed to substitute

for one of the holidays listed above. The employee and Employer will agree on the substituted day, in writing.

When one of the above public holidays falls on a Saturday or Sunday, the next regular working day is considered a holiday, in lieu. When any two of the above public holidays or day in lieu fall on a successive Saturday and Sunday, the next two regular working days are considered public holidays, in lieu.

20.02 Calculation of Holiday Pay and Holiday Pay Qualifiers

Employees will qualify for holiday pay based on the eligibility requirements of the *Employment Standard Act*, as amended from time to time.

Payment for a paid holiday for a permanent and contract full-time employee shall be based on the employee's regular wages for the number of hours the employee would normally have been scheduled to work on that day.

Payment for a paid holiday for a permanent and contract part-time employee shall be based on the payment mechanism set out in the *Employment Standard Act*, as amended from time to time.

20.03 Work on a Holiday

If an employee is authorised by the Employer to work on a paid holiday, the employee shall receive one and one-half (1 ½) times their regular rate of pay for all hours of worked on the holiday, in addition to holiday pay. These hours are not to be pyramided with other hours for the purpose of calculating weekly hours of overtime.

ARTICLE 21 - VACATIONS

- 21.01 Each employee will be granted vacation with pay in accordance with the following:
 - 1¹/₄ days per month for employees with less than one year of service;
 - 3 weeks after one (1) year of service (earned at the rate of 1 ¼ days/month);
 - 4 weeks after eight (8) years of service (earned at the rate of 1 3/3 days/month);
 - 5 weeks after fifteen (15) years of service (earned at the rate of 2 ½ days/month);
 - 6 weeks after twenty-seven (27) years of service (earned at the rate of 2 ½ days/month);

When an employee completes 25 years of service, the employee receives an additional five days of vacation credits as a one-time entitlement.

Part-time employees will accrue service on the basis of 1885 hours equals one year. Part-time employees will have the weekly entitlement above pro-rated based on their regular weekly hours of work as compared to a full-time employee.

The vacation year is January 1st to December 31st of each year. New employees can use vacation credits once they have successfully completed their probationary period.

It is agreed that vacations shall be taken at a time mutually agreed upon between the employee and their supervisor. Employees are expected to request vacation with a minimum of two (2) weeks

notice. Requests for vacation with less than two (2) weeks notice may be considered by the Employer.

- 21.02 Employees cannot transfer more than their annual number of vacation credits to the next calendar year. Employees are able to review vacation credits electronically and vacation credits are shown on each pay statement. The employee must report any perceived inaccuracies with the number of vacation days to Human Resources no later than thirty (30) days following each pay statement.
- 21.03 Employees are credited with their annual vacation entitlement at the beginning of the calendar year, prior to the vacation being earned. Employees who leave the Employer and have vacation remaining that has been earned but not taken will be paid out any remaining amounts. Employees who have used more vacation than what has been earned, will be required to pay back to the Employer the vacation pay.
- 21.04 Where an employee qualifies for bereavement during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation or reinstated for use at a later date, at the employee's option, as mutually agreed.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 22 - FLOATING DAYS

22.01 Permanent and contract full-time employees are entitled to five (5) floating non-transferable days per year for leaves of absence due to personal reasons. Floating days are awarded in advance for the balance to the calendar year.

Permanent and contract eart-time Employees are entitled to a pro-rated number of float days as compared to full-time.

New employees will receive a pro-rated number of float days in the first year of employment.

A floating day is approved by the employee's supervisor on the basis of the Employer's capacity to maintain its continuous operations. Employees do not need to indicate the reason for requesting a floating day.

ARTICLE 23 - BUSINESS TRAVEL EXPENSES

23.01 **Per Diem**

a) When an employee works more than ten (10) hours per day at the CCMEC office they will receive \$25 per diem to cover incidental costs incurred.

b) **Domestic Travel**

The Employer will reimburse employees for meals not provided by the Employer or the host to the following maximums:

Breakfast: \$12 Lunch: \$15 Dinner: \$25

c) The per diem allowance for miscellaneous expenses such as laundry, valet services, gratuities, local telephone calls, etc., is:

\$15/day for the entirety of travel of one (1) day or more, up to four (4) consecutive nights;
\$30/day for the entirety of travel of five (5) or more of consecutive nights.

d) International Travel

When employees travel internationally, the National Joint Council policy and procedures with respect to travel rates will apply.

23.02 Parking

The Employer shall pay for all parking and toll charges when an employee uses their own or rental vehicle for employer approved business travel.

23.03 Mileage

Use of the employee's vehicle will be reimbursed at the rate of fifty cents (50¢) per kilometre for Employer approved business travel. It is understood that this rate covers the reimbursement of gas, insurance, maintenance and wear and tear for the employee's vehicle for the employer's use of said vehicle.

23.04 Travel

The Employer will reimburse all transportation (flights, train, rental car) and hotel costs incurred by employees for Employer approved business travel.

ARTICLE 24 - HOURS OF WORK & OVERTIME

24.01 Hours of Work

The Employer is an intergovernmental service provider and as such sets regular office hours during which staff members are available to support provincial/territorial officials. The regular work week at the Employer is 36.25 hours per week (7.25 h/per day). The hours of work are generally Monday to Friday 8:30 a.m. to 4:45 p.m. eastern time zone, with one unpaid hour for lunch. Staff may take 15 minutes paid break once in the morning and once in the afternoon at a time chosen in consultation with his or her supervisor(s). For clarity, these breaks are within the 7.25 daily hours.

On occasion, these hours of work may fluctuate to support planned work or events occurring at a different time zone than the eastern time zone. When an employee is required by the Employer to work during a weekend, the Employer and the employee must mutually agree to substitute another working day for the weekend day. Supervisors will provide advance notice to staff members on these occasions requiring a change in the general work hours. On occasion, employees may fluctuate their work hours based on a mutual agreement with their supervisor.

Flexible hours can be requested and are approved on the basis of the Employer's ability to maintain its continuous workflow, in a way that is predictable. Employees on flexible work hours must

schedule their time at work to meet business requirements. All flexible work hour arrangements must be approved by the Employer.

24.02 Overtime

The Employer wishes to ensure the health and well-being of its employees and will only resort to overtime when required for operational purposes. Every effort will be made to ensure overtime is kept to a minimum and that solutions to prevent the need for overtime are deployed.

- (a) Hours worked in excess of 36.25 hours in a week shall be deemed as overtime. Either the supervisor or the employee will raise the need for overtime work with as much advance notice as is reasonably possible. Overtime hours must be pre-approved in writing by the employee's supervisor prior to being worked.
- (b) Employees will be compensated for overtime worked on the following basis:
 - Employees working more than 36.25 hours in a week will have the additional hours compensated at 1.5 times their regular rate of pay.
 - Employees working Saturday & Sunday will be compensated at time and half (x1.5), in situations where a substitute day for weekend work in the same work week was not possible. See Article 24.01.
 - Employees that are required to travel for business are encouraged to travel during normal business hours. When this is not possible, the supervisor may approve overtime to travel. Hours for travel that exceed the 36.25 hours per week will be paid overtime based on the above and the following calculations:
 - o One hour to get to the airport or train terminal and another hour to get from the arrival location to the hotel or meeting location (2 hours). Exceptions may apply.
 - o Recommended arrival time prior to departure as per the carrier.
 - o Planned hours of travel per the flight or train or google map itinerary. Exceptions may apply.
 - o Similar calculations for the return journey.

Employees will have the option to bank overtime hours or have them paid. Employees with more than 36.25 hours in banked overtime will automatically be paid any additional overtime hours worked. Any overtime hours that are banked will be paid if they are not taken by December 31 of the year in which they were earned.

ARTICLE 25 - BENEFITS & PENSION

25.01 Benefits

(a) A permanent full-time employee who has completed their probationary period is eligible for participation in the Employer insured Benefits Plan.

Under the Employer insured Benefits Plan, permanent, full-time employees are eligible for extended health care, dental care, semi-private (hospital) accommodation, short-term disability, life insurance, and critical illness coverage. The Employer will cover 100% of the premium cost of the individual and family coverage for these benefits.

A long-term disability plan is provided with employees paying 100% of the premium cost.

- (b) A long-term (more than one-year) contract employee, who has completed their probationary period, is eligible for participation in the select insured benefits under the Employer Class B Benefits Plan. Class B Benefits include extended health care, dental care, semi-private (hospital) accommodation, and life insurance. The Employer will cover 100% of the premium cost of the individual and family coverage for these benefits. A long-term contract employee is not eligible for short-term disability, long-term disability, or critical illness coverage.
- (c) Currently SunLife is the provider of the above referenced benefits. With a minimum of thirty (30) days notice, the Employer can change insurance providers for any of the benefits provided, provided the benefit coverage currently in place is not diminished.
- (d) The Employer's obligation is to pay its share of the billed premium costs for all participating eligible employees under the individual insurance plans, subject to their respective terms and conditions.

25.02 Severance

Employees will receive severance pay, if applicable, in accordance with the *Employment Standards Act*, 2000.

25.03 RRSP Payment In-Lieu

All employees, except for contract employees employed for less than twelve (12) months, are entitled to a payment, in lieu of a group pension plan, that represents ten (10%) per cent of the employee's gross earnings. This is paid quarterly, at the end of March, June, September, and December of each year.

25.04 Fitness, Health, and Professional Development Personal Spending Account

All permanent employees and fixed-term contract employees for over one (1) year, who have completed their probationary period by November 30th, are eligible for a fitness, health, and professional development spending account of up to \$600 per calendar year. All claims must be submitted no later than December 1st of the year. There is no carry-over from one year to the next year. This personal spending account may be a taxable benefit, in which case, the amount reimbursed is subject to the usual tax withholdings. An employee must submit one request for reimbursement per year by the first week of December. Eligible expenses are limited to fitness equipment, fitness services, non-mandated educational courses, professional fees, health products, and services.

ARTICLE 26 - SICK LEAVE, SHORT TERM DISABILITY, AND LONG-TERM DISABILITY 26.01 Sick Days

An employee who is unable to perform his/her duties because of illness or injury for a period of absence shall be granted leave of absence for short term illness in accordance with the following:

All permanent full-time employees and fixed-term contract employees for over one (1) year, shall be granted sick leave to a maximum of ten (10) sick days per year. There shall be no payout of unused sick leave credits. Permanent part-time employees shall have their sick leave credits prorated, based

on their normal work hours.

Employees who have exhausted sick leave entitlements will begin to accumulate sick leave upon their return to work. Sick leave will not accumulate in any month or year the employee does not work.

26.02 Illness in the Family

Sick leave can be taken by an employee to care for a sick immediate family member, any such days used will be utilised from Article 26.01 above.

26.03 Medical Certificate

In the event of sickness or accident, the Employer may, after three (3) days or in situations where there is reason to question the appropriateness of the request, require the production of a medical certificate. The Employer will reimburse the cost of the medical certificate.

26.04 Short Term Disability (applicable only for permanent full-time employees)

Process For An Employee Applying For Short Term Disability

- 1. The employee sends SunLife the Employee Statement Application form. A copy of the form may be obtained from HR or downloaded from the SunLife Web site. It is important that the employee obtains their Attending Physician Statement form and file it with SunLife right away.
- 2. The employer sends the completed employer statement application form to SunLife.
- 3. A medical certificate (without confidential medical information) is to be provided by the employee to HR.

STD Benefit and Payment Information

Maximum benefit period – Seventeen (17) weeks: the employee receives 75% of weekly basic earnings, up to a maximum of \$1,384/week.

Waiting period

- Accident/ Hospitalization no waiting period
- Illness Seven (7) days (calendar)

26.05 Long Term Disability (applicable only for permanent full-time employees)

Long-Term Disability payments begin after an STD of seventeen (17) weeks or after the last day benefits are payable under any short-term disability.

Coverage

Monthly basic earnings range	Rate	Maximum Monthly Payment
First \$2,500	68.50%	\$1,712.50
Next \$2,500	50.50%	\$1,262.49
Next \$4,765	42.50%	\$ 2,025.01
Total Maximum Payment		\$5,000/month

The Employer benefits in Article 25.01 will continue during the long-term disability period up to but not exceeding twenty-four (24) months. The Employer will inform the employee upon reaching the time limit for the benefits.

ARTICLE 27 - LEAVES OF ABSENCES

27.01 Jury/Witness Duty

An employee required to serve on jury duty, or as a witness in a case for the Crown, shall not lose regular pay because of such attendance, provided that the employee:

- (a) Shall notify their immediate supervisor, as soon as possible, when required to serve under any of the above circumstances.
- (b) Presents proof of service requiring their attendance.
- (c) Deposits with the Employer any fee received to attend.

27.02 Bereavement Leave

An employee who would otherwise have been at work is allowed up to five (5) days leave-of-absence with pay in the event of the death of the employee's immediate family member. For this purpose, immediate family members include the following: spouse, child, stepchild, mother, or father.

An employee who would otherwise have been at work is allowed up to three (3) days leave-of-absence with pay in the event of the death of the employee's extended family member. For this purpose, extended family members include the following: stepmother, stepfather, spouse's mother, spouse's father, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, ward, or guardian.

An employee who would otherwise have been at work is allowed one (1) day leave-of-absence with pay in the event of the death and to attend the funeral of his or her aunt, uncle, niece, or nephew.

In addition to the foregoing, an employee who would otherwise have been at work is allowed up to two (2) days leave-of-absence without pay to attend the funeral of a relative listed above if the location of the funeral is greater than 500 km from the employee's residence.

27.03 Union Leave

Any employee elected, or appointed, to attend a function as a delegate of the Union may request unpaid leave to do so. If a leave of absence is granted, there will be no loss of benefits or seniority. The employer will continue to pay the employee for all lost wages, benefits, and RRSP payment inlieu and will invoice the Union for these expenses where applicable.

27.04 Pregnancy and Parental Leave

Pregnancy/Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, as amended from time to time.

- (a) Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.
- (b) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also

took pregnancy leave and sixty-three (63) weeks in duration if the employee did not.

(c) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.

27.05 **SUB Benefits**

Full-time permanent employees who have worked for one (1) year or more are entitled to a supplement to employment insurance pregnancy/parental benefits calculated in the following way:

- (a) Employees entitled to and receiving employment insurance benefits during pregnancy leave are eligible for a supplemental employment benefit equivalent to 93% of regular wages to a maximum of seventeen (17) weeks. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance payment.
- (b) Employees entitled to and receiving employment insurance benefits during parental/adoption leave are eligible for a supplemental unemployment benefit equivalent to 93% of regular wages to a maximum of seventeen (17) weeks. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance payment.

27.06 Union Leave of Absence

- (a) Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing the COPE, Local 343, or the COPE may request an unpaid leave of absence to perform their duties. The Union shall give the Employer notice in writing at their earliest opportunity prior to the commencement of the leave. The Employee will continue to accrue only seniority with The Employer.
- (b) The Employer may grant the request for, by mutual agreement in writing, a leave of absence without pay and benefits for up to one (1) year to an Employee, providing adequate reason can be shown. By mutual agreement, such leave may be extended. An Employee granted such leave of absence must give the Employer one (1) month's written notice of his/her intention to return and shall be returned to a position on terms no less favourable than those enjoyed previous to such leave and at the rate of pay as per the Collective Agreement.

27.07 Personal Leave Without Pay

Leaves of absence of up to one (1) year without pay and without the accumulation of earned benefits or service may be granted by the Executive Director, in consultation with the employee's supervisor, for exceptional reasons, such as the pursuit of professional or academic development, the extension of a pregnancy/parental leave, etc.

The Employee will continue to accrue only seniority with the Employer. An employee granted such leave of absence shall be returned to a position on terms no less favourable than those enjoyed previous to such leave and at the rate of pay as per the collective agreement.

ARTICLE 28 - CLASSIFICATIONS & WAGE RATES

28.01 The wage increases and impact on individual employees will be implemented consistent with the Employer's current practice.

The Corporation of the Council of Ministers of Education, Canada

	Job			adjustmen Prior to first	ry range t - effective increase on
TITLE	classification		Salary range	 	, 2024
Psychometrician	6A007	\$71,955	\$106,033	\$74,114	\$109,214
Special Project Officer	6A007	\$71,955	\$106,033	\$74,114	\$109,214
Manager	AM-20	\$75,444	\$97,373	\$77,707	\$100,294
Translator (senior)	TR-3	\$71,654	\$89,695	\$73,804	\$92,386
Digital Communication Officer	10-3	\$73,091	\$89,435	\$75,284	\$92,118
Senior Policy Analyst	5	\$66,716	\$96,133	\$68,717	\$99,017
IT Officer	SO-4	\$69,080	\$88,290	\$71,152	\$90,939
Policy Analyst	4	\$62,634	\$87,554	\$64,513	\$90,181
Translator	TR-2	\$65,771	\$81,552	\$67,744	\$83,999
Data Specialist	SO-3	\$64,325	\$81,004	\$66,255	\$83,434
Data Analyst	SO-3	\$64,325	\$81,004	\$66,255	\$83,434
Copyeditor English	10-2	\$65,223	\$77,049	\$67,180	\$79,360
Financial Project Officer	OA-13	\$61,690	\$74,048	\$63,541	\$76,269
Senior Bookkeeper	OA-13	\$61,690	\$74,048	\$63,541	\$76,269
Data Officer	SO-2	\$57,680	\$70,730	\$59,410	\$72,852
Logistics Officer	SO-2	\$57,680	\$70,730	\$59,410	\$72,852
Administrative Officer	AM-13	\$51,633	\$70,219	\$53,182	\$72,326
Translation Service Officer	AM-13	\$51,633	\$70,219	\$53,182	\$72,326
Desk Top Publisher and Graphic Designer	DTP	\$53,805	\$60,968	\$55,419	\$62,797
Technical Support Administrator	OA-9	\$46,591	\$54,308	\$47,989	\$55,937
Account Payable Clerk	OA-9	\$46,591	\$54,308	\$47,989	\$55,937
Administrative Assistant	OA-8	\$44,574	\$51,821	\$45,911	\$53,376
Translator	TR	\$57,788	\$69,058	\$59,522	\$71,130
Communications Specialist	AM-13	\$51,633	\$70,219	\$53,182	\$72,326
Production Artist/Design/DTP	IO-1	\$59,289	\$69,647	\$61,068	\$71,736

Effective July 1st, 2024 - 6.1% increase to wage rates (or lump sum if at the grid maximum).

Effective January 1, 2025 - 3% increase to wage rates (or lump sum if at the grid maximum).

In addition to the above, the Employer will provide a one-time lump sum payment to all bargaining unit members, in lieu of retroactivity, as of the date of union ratification equal to two thousand dollars (\$2000), which will be subject to all normal and required deductions.

ARTICLE 29 - NEW CLASSIFICATIONS

29.01 The parties recognize the Employer's right to assign work and duties. The Employer shall retain the ability to create new positions within the scope of this bargaining unit.

When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such

classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established.

If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration.

ARTICLE 30 – HYBRID WORK (SEE LETTER OF UNDERSTANDING #1)

ARTICLE 31 - DURATION

31.01 This Agreement shall be binding and remain in full force for the term of the Agreement from the date of certification to December 31, 2025, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

31.02 Notice to Bargain

Either party may at any time within three (3) months immediately preceding the expiry date of this agreement, by written notice, require the other party to commence collective bargaining.

31.03 During the period when negotiations are being conducted between the parties for the renewal of this collective agreement, this Agreement shall continue in full force and effect until a new collective agreement is signed. This clause shall not affect either party's right to enter into a legal strike or lockout.

SIGNED this	_day of December	2024.
FOR THE UNION:	FOR THE EMP	LOYER:
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Kiruthiha Kulendiren	Sylvain L'Ecuye	er
COPE Ontario Labour Relations Sp	ecialist (Director Finance	ce and Corporate Services
Nathanael Poli Italia-setFolither 16 2274 00 301 (51: Nathanael Poli (Bargaining Commi	ttee Chair)	
Mahorie Maneye (Jos 10, José 11, 18 t/M144)		
Marjorie Manève (Bargaining Com: Suzane Salamat Supplication 9 and 10 85 521	mittee Chair)	
Suzanne Salamat (Bargaining Com	mittee Chair)	
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LETTER OF UNDERSTANDING #1

REMOTE WORK

The Employer currently has no intention of changing the current remote work policy. In the event the Employer intends to substantially change or terminate the existing remote work policy, they will provide the Union a minimum of ninety (90) days' notice prior to implementing the change. During this ninety (90) day period, the parties will meet to discuss the proposed changes.

FOR THE UNION:	FOR THE EMPLOYER:
Kiruthiha Kulendiren COPE Ontario Labour Relations Specialist	Sylvain L'Ecuyer (Director Finance and Corporate Services)
Nathanael Poli (Bargaining Committee Chair)	(Director Finance and Corporate Services)
Marjorie Manève (Bargaining Committee Chair) Marjorie Manève (Bargaining Committee Chair)	
Suzanne Salamat Suzanne Salamat (Bargaining Committee Chair)	

Dec 12, 2024

LETTER OF UNDERSTANDING #2

TERMINATION PAY FOR LEGACY EMPLOYEES

Legacy employees who currently have an enshrined benefit – Fourteen (14) bargaining unit employees in this situation.

The termination pay for the legacy employees represents one week's pay per year of service, commencing from the date of employment to a maximum of six months' salary. Termination pay is paid when an employee voluntarily leaves, regardless of the reason, retires, is laid off, or is terminated without cause.

FOR THE UNION:	FOR THE EMPLOYER:
Fuuthna Kulendiren Kiruthiha Kulendiren	Sylvain L'Ecuyer
COPE Ontario Labour Relations Specialist	(Director Finance and Corporate Services)
Nathanael Peli ustrasset Edwiler 10 (24 % 2015)	
Nathanael Poli (Bargaining Committee Chair)	
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Marjorie Manève (Bargaining Committee Chair)	
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Suzanne Salamat (Bargaining Committee Chair)	
Dec 12, 2024	

LETTER OF UNDERSTANDING #3

RRSP/PENSION COMMITTEE

The parties agree to form a RRSP/Pension committee during the term of this Agreement with two (2) representatives each from the Employer and Union. In addition, each party can have one additional subject matter expert attend the committee meeting. The Committee will explore the viability of options, such as Defined Contribution Pension Plans or Group RSPs.

FOR THE UNION:	FOR THE EMPLOYER:
Santi-sha Kalendiren (De. 12, 20/4 20/26 (53))	Sylvont Praver (Dec 10, 2024 09 25 EST)
Kiruthiha Kulendiren	Sylvain L'Ecuyer
COPE Ontario Labour Relations Specialist	(Director Finance and Corporate Services
Nathanael Poli Nathanael Poli (Bargaining Committee Chair)	
Majorie Maneve (Dec 10, 2024 11 15 GMT+4)	
Marjorie Manève (Bargaining Committee Chair)	
Suzanne Salamat Suzann Jamat (1944) - 2014 (2014)	
Suzanne Salamat (Bargaining Committee Chair)	

Dec 12, 2024