



COLLECTIVE AGREEMENT BETWEEN

the

**ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION (OSSTF DISTRICT 25)
DISTRICT 25**

and the

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION (COPE) Local 225**

July 1, 2020 – June 30, 2023

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this agreement is to establish and maintain satisfactory relationships for setting forth terms and conditions of employment and to provide a procedure for the equitable settlement of all matters in dispute, which may arise between the parties.

ARTICLE 2 – DURATION AND RENEWAL

- 2.01 This Agreement shall come into effect July 1, 2020 and shall remain in force and be in effect until June 30, 2023. This Agreement shall remain in effect from year to year, unless either party gives the other party written notice of intent to bargain amendments to the Agreement.
- 2.02 Notice of intent to bargain may only be given within a period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 2.03 If notice of intent to bargain is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days after the giving of notice, if requested to do so.
- 2.04 In the event that a new Agreement has not been reached by the date of expiry of the present Agreement, all terms and provisions of the current Agreement save and except as agreed to between the parties, shall continue in force and effect until such time as it is superseded by a new Agreement, or there is a strike or lockout.
- 2.05 Amendments to the terms and conditions contained in the Agreement during its term shall be made in writing and only by mutual consent of the Employer and the Union.

ARTICLE 3 – RECOGNITION & SCOPE

- 3.01 The OSSTF District 25 recognizes the Union as the sole and exclusive bargaining agent of all office and clerical employees of the OSSTF District 25, in the City of Ottawa, Ontario, save and except students employed during the common school vacation period(s).
- 3.02 Persons who are not members of the bargaining unit shall not work on any jobs which are included in the bargaining unit. OSSTF District 25 shall have the right to assign bargaining unit work to non-bargaining unit members only for the purpose of instruction or in extenuating circumstances. In the event that the OSSTF District 25 determines extenuating circumstances exists, they shall consult with the Union prior to the assignment to seek mutual agreement to the assignment.

- 3.03 Present full-time positions vacated during the term of this Agreement shall not be replaced with part-time personnel, except where work is demonstrably insufficient to justify filling the vacancy as a full-time position. Any other bargaining unit position vacated during the term of this Agreement shall remain in the bargaining unit whether it is filled as full-time or part-time.
- 3.04 The Union recognizes the right of the Employer to manage the workplace save as limited by the specific provisions of this Agreement. OSSTF DISTRICT 25 agrees that they will not exercise its management rights in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE 4 – UNION SECURITY AND CHECK-OFF

- 4.01 The Employer agrees that all employees shall maintain Union membership in the Canadian Office and Professional Employees Union (COPE), Local 225 as a condition of employment. Membership shall be in effect from commencement of employment.
- 4.02 The Union will save the OSSTF District 25 harmless from any and all claims which may be made against them for amounts deducted from pay as herein provided.
- 4.03 The Employer agrees to deduct the amount authorized in writing by the Union as union dues, initiation and/or assessment once each month, and to transmit the monies so collected to the Secretary-Treasurer of the Union by the 15th of the following month together with a list of employees from whom such deductions were made.
- 4.04 The Employer agrees that there shall be no layoff or reduction in the hours of work for any employee in the bargaining unit for the term of this Collective Agreement.
- 4.05 The Chief Steward or designate shall meet with newly hired COPE 225 members for a maximum of thirty (30) minutes during regular office hours immediately following hiring for the purpose of acquainting the new COPE 225 members with the benefits and duties of union membership. Where this is not possible, the meeting will occur at the earliest possible time as mutually agreed upon by the parties. This time shall not be considered to be part of the time allotment included in Article 6.

ARTICLE 5 – DEFINITION OF EMPLOYMENT

- 5.01 Employee - For the purposes of this Agreement, an employee is any person whose duties fall within the bargaining unit as defined in Article 3.
- 5.02 Full-Time - A full-time employee is any person employed for 35 hours a week or its equivalent as per Article 12.

- 5.03 Part-Time - A part-time employee is any person employed for fewer than the normal hours of work or work week, as identified in Article 5.02. Part-time employees shall be covered by all conditions of this Agreement on a pro-rated basis. The Employer's contribution to benefit premiums shall be pro-rated on the basis of the number of hours worked over the number of hours of a full-time employee.
- 5.04 Temporary or Agency Employees – A temporary or agency employee may not be used for longer than fifty-two (52) weeks, but such period may be extended on agreement of the Employer and the Union. Upon completion of the probationary period, the Employee's seniority shall be established as the date of hire. Employees hired from a temporary agency will not be entitled to provisions under this Collective Agreement; however, they shall pay the equivalent of Union dues as a work permit fee.
- 5.05 Permanent - A permanent employee is any person who has successfully completed the probationary period.
- 5.06 Probationary Period
- (a) All employees hired to fill a permanent position shall be on probation for the first six (6) months from their date of hire of continuous employment. The probationary period will be suspended during authorized absences beyond five (5) consecutive operational days and will resume upon the employee's return.
 - (b) Subject to 5.06(a), an employee who is hired for a permanent position and has not passed their probationary period will have access to the grievance and arbitration procedure for discipline and discharge for a lesser standard than just cause. In particular such discharge shall be set aside only if the discharge is arbitrary, discriminatory or in bad faith.
 - (c) After six (6) months, the employee will receive written notification of successful completion of the probationary period and will become a permanent employee.
 - (d) The probationary period may be extended by six (6) months by mutual consent of the Employer and the Union.
- 5.07 Trial Period
- Trial period is a six (6) month period in which permanent employees who have started a new position within the bargaining unit are assessed to determine whether they are successful in the role.
- 5.08 For the purpose of interpreting this Collective Agreement, the following definitions have been agreed to:
- (a) Day
 - (i) "day" – calendar day

- (ii) “working day” will be all days except weekends, statutory holidays and days when the office is closed.

(b) Year

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

(c) Spouse

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

(d) Work Year or Federation Year

Unless otherwise specified in the Collective Agreement, the work year for the calculation of all entitlements, including but not limited to paid leaves of absence and appointment time, shall be the federation fiscal year, July 1 to June 30.

(e) Vacancy

“Vacancy” shall mean a probationary or permanent position that exists.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Employer shall recognize the representative(s) selected by the Union for the purposes of collective bargaining, Agreement administration, and general union business.
- 6.02
 - (a) The Employer shall recognize a Chief Steward and one alternate Steward for the bargaining unit as elected or appointed by the Union.
 - (b) The Employer shall not discharge, discipline or otherwise discriminate against any member of the Union for participating in the Union, or for the exercise of rights provided by this Agreement.
- 6.03 The Employer shall grant the bargaining unit the right to hold a meeting of up to one (1) hour duration during regular working hours each month on a regular schedule and at a time to be agreed between the Employer and the Union.
- 6.04 When meetings are at the request of management, all employees attending the meeting will be credited for the duration of the meeting.
- 6.05 At the commencement of each calendar year, the Union shall provide the Employer with the name of the Chief Steward and an alternate, who will fill the function of Chief Steward in the absence of the Chief Steward.

- 6.06 The Employer shall provide the Chief Steward with a three (3) drawer metal filing cabinet with lock, to be placed in a mutually agreed upon location.

ARTICLE 7 – SENIORITY

- 7.01 Seniority shall be accumulated on the basis of length of continuous service and shall be accorded to each employee at the completion of the probationary period effective from the date of hiring.
- 7.02 Seniority shall be considered broken when an employee voluntarily leaves the service of the Employer or is discharged.
- 7.03 Up-to-date seniority lists will be provided to the Union by January 1 of each year.

ARTICLE 8 – DISCHARGE AND TERMINATION

- 8.01 (a) The Employer shall not discharge, demote or discipline an employee except for just cause.
- (b) An employee shall have a union steward at any meeting called by the Employer to deal with discharge, demotion or discipline.
- 8.02 When considering placing a permanent employee under review, the Employer shall first inform the employee, in the presence of a union steward, of the reasons for which such action is being considered and/or for which such action is being taken.
- 8.03 Review Process
- (a) In the event that a permanent employee is placed under review, an evaluation procedure shall be used. At the initiation of the review, the Employer shall notify the employee in writing of specific concerns the Employer has in respect of the employee's ability to meet the Employer's expectations, with a copy to the Chief Steward. The Employer shall provide written objectives related to those areas which the Employer deems unsatisfactory.
- (b) The Employer shall provide such assistance and instruction as the Employer deems necessary and as is reasonably requested by the employee. Such assistance may be provided by the District President, the Office Coordinator, or other designated party.
- (c) The Employer shall not refuse any request on the part of the Union to discuss the practice of the review process at any time during the process.

- (d) At the end of twenty (20) worked days, or such extended period of time which is mutually agreed to by the Employer and the Union, the Employer shall notify the employee in writing of the results of the review process, in the presence of a union steward.
- (e) In the event that the parties agree to an extension for a mutually acceptable length of time, the review period shall be extended.
- (f) If at the termination of the review procedure the employee's work or service is still unsatisfactory, the Employer may take such action as the Employer deems necessary. In the case of discharge, the provisions of Article 8.04 shall apply.
- (g) Nothing in Articles 8.02 or 8.03 shall prevent the Employer from taking the appropriate disciplinary action for breach of rules, misconduct, etc.
- (h) The employee shall be entitled to have placed in the employee's file all written materials referred to in this process and any employee comment thereon or rebuttal thereof.

8.04 Termination

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

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

8.06 When an item of a disciplinary nature is placed in an employee's personnel file, the employee and the Union will be given a copy of the item and opportunity for a rebuttal which if the employee feels it is necessary, shall be appended to the item in the file.

- 8.07 (a) No disciplinary item shall be retained in the employee's personnel file for more than eighteen (18) months provided that the employee has been discipline free and that no additional issues, related to the initial incident or concern, have been raised by the Employer during the eighteen (18) month period.
- (b) Letters of expectation and continuing attendance concerns letters will remain in the personnel file for eighteen (18) months unless issues give rise to similar expectations.

- (c) When the Employer places documents of a positive nature in an employee's personnel records and files, the employee shall be so notified and shall receive copies.

ARTICLE 9 – LAYOFF AND RECALL

- 9.01 An employee who receives a layoff notice shall have the right to:
- (a) fill any vacancy or temporary vacancy for which the employee is or can become qualified within a reasonable period of training at the expense of the Employer. A temporary vacancy for the purposes of this Article shall be defined as vacancies caused by long-term illness, pregnancy and parental leaves, and vacancies created by bargaining unit employees temporarily leaving the bargaining unit; or
 - (b) bump any employee with less seniority in an equal or lower job classification for which the laid off employee is qualified; or
 - (c) opt for severance pay as outlined in Article 10.
 - (d) An employee electing to bump another employee, shall be deemed to be qualified if the employee held a similar position in the past on a permanent basis.
- 9.02 An employee whose job is changed or who is displaced to a position with a lower salary scale will be entitled to have the employee's salary red circled until such time as the salary level of the new position pierces the red circled rate or for a period of two (2) years, whichever arrives sooner.
- 9.03 In the event of layoff arising from redundancy, employees with the least seniority shall be the first to be laid off. Recall shall be in reverse order of layoff, provided the employee is qualified to perform the available work.
- 9.04 Notice of layoff shall be given in accordance with the following: one (1) month's notice or notice in accordance with the *Employment Standards Act* of Ontario, whichever is greater.
- 9.05 Any permanent employee with six (6) months or more of service who is laid off shall be placed on the recall list for a period of twelve (12) months.
- 9.06 Notice of recall to an employee who has been laid off shall be made by a form of notice that requires acknowledgement of receipt to the last address supplied to the Employer by the employee. Such address shall be supplied in writing before layoff or by registered mail after such layoff. The employee's response to such notice must reach the Employer within ten (10) days of the date of mailing. Otherwise, the employee shall lose any rights of seniority and recall.
- 9.07 Employees on the recall list shall have, in accordance with seniority, the right of recall to any vacancy for which they are qualified.

- 9.08 Employees who return to employment from the recall list shall be entitled to uninterrupted seniority, and shall receive salary at the appropriate increment standing for the level of the position which they accept.

ARTICLE 10 – SEVERANCE PAY

- 10.01 (a) Employees who have been severed from their employment shall be given one(1) week's pay for each year of service to a maximum of twenty-six (26) weeks;
- (b) Severance pay shall be payable to an employee at the end of the recall period or immediately upon separation, or on January ^{1st} of the year following the end of the recall period, as instructed by the employee.

ARTICLE 11 – JOB POSTINGS

- 11.01 (a) Notice of any vacancy or temporary vacancy or newly-created job classification within the bargaining unit shall be posted on office e-mail five (5) operational days prior to any public advertising. A copy of the posting shall be provided to those employees who do not have access to the office e-mail system. A temporary vacancy for the purposes of this Article shall be defined as a vacancy caused by long-term illness, pregnancy and parental leaves or a vacancy created by a bargaining unit employee temporarily leaving the bargaining unit. This notice shall indicate the number of employees required, the job classification title, a brief description of the job classification, and the salary level. For newly-created job classifications, the Employer shall have the right to reassess the salary level posted for the purposes of hiring.
- (b) Notwithstanding the preceding, temporary vacancies of less than six (6) months shall be posted internally for two (2) working days. If there is no internal applicant, the Employer shall fill the temporary positions with temporary or agency employees.
- (c) The Employer shall fill permanent positions that are vacant from within the bargaining unit before hiring new employees in the order of seniority provided the employee has the required skills to perform the job.
- 11.02 Nothing in this Collective Agreement prevents the Employer from assigning or transferring staff on a temporary basis to fill a position after consultation with COPE 225.
- 11.03 All internal applicants, who are bargaining unit members, shall be entitled to full consideration for promotion or transfer.
- 11.04 Within three (3) working days of appointment to a vacant position the name of the successful applicant shall be announced using the Employer's internal e-mail system.

- 11.05 The Employer, upon request, shall meet with any employee who has unsuccessfully applied for the position to provide feedback.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 Hours of Work

The hours of work for employees covered by this agreement shall be 35 hours per week.

- 12.02 An employee working a full day shall be entitled to one (1) hour unpaid lunch each day and two (15) minute rest periods each day. Lunch and rest periods cannot be accumulated or combined.

- 12.03 The hours worked per day shall normally be between 8:00 a.m. and 5:00 p.m. Monday-Thursday, between 8:00 a.m. and 4:00 p.m. Friday and prior to statutory holidays.

- 12.04 Notwithstanding the above,

- (a) During the Christmas two week winter break period that will include the week in which Christmas Day and Boxing Day occur and the week before or after this week and March break of most District 25 members,

And

- (b) During the period from July 1 and until the Monday before Labour Day, the normal work week shall consist of five (5) six (6) hour days, exclusive of a one (1) hour unpaid lunch period. The summer hours will be scheduled between 8am and 4pm. Such hours will be determined by the District Executive Council and will be based on the needs of the District.
- (c) The office of the OSSTF DISTRICT 25 shall be closed from noon on December 24th to January 1st. inclusive each year. All Employees shall have this time off with full pay and benefits. Time off in this period may be considered as leave adjustment days.
- (d) Office closed from noon on December 24th or the working day before December 24th if the holiday period is on a weekend. Employees may use a half vacation day to have the whole of December 24th off subject to vacation scheduling outlined in Article 14.

12.05 Overtime

- (a) Overtime must be authorized and approved in advance by the District President or designate. In the event that this is not possible employees shall notify the District President or designate of the overtime worked and the reasons for it, on the following work day. Entitlement to pay at the appropriate premium rate shall not be unreasonably withheld.
- (b) Overtime shall be paid at the rate of time and one-half (1-1/2) the employees straight time hourly rate for those hours worked in excess of thirty-five (35) hours per week or for employees who are required to work on a Saturday.
- (c) Employees who are required to work on a Sunday or statutory holiday shall be paid at the overtime rate of double time.
- (d) Time off in lieu of overtime worked may be substituted for overtime pay where mutually agreeable.
- (e) If an employee is required to work a minimum of two (2) hours overtime beyond the regular working day, the employee shall be given a meal allowance in accordance with the OSSTF District 25's current Allowable Expenditure Guidelines and transportation by taxi from the place of business to the employee's residence (upon submission of receipts) where transportation by automobile is not readily available.
- (f) An employee called in to work on a day which is not a regular working day shall be paid a minimum of four (4) hours of pay at the employee's appropriate overtime rate.
- (g) During the weekend where an employee is assigned to attend the Annual Meeting of the Provincial Assembly (AMPA), the employee will receive a maximum of fourteen hours (14) of lieu time. Lieu time earned will be credited to the employee's lieu time or paid in accordance with Article 12.05 (b).
- (h) Compensation for travel time to and from assignment out of the office and in relation to overtime performed after regular scheduled hours or on Saturdays, Sundays and statutory holidays shall be paid at the employee's appropriate overtime rate.
- (i) Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work week or working day during which such sick leave occurred.

12.06 Flexible Work Hours

- (a) Full-time employees may request a temporary reduction in hours to accommodate a change in personal circumstances. The Employer will balance such requests against its legitimate business needs and may accommodate reasonable requests.

- (b) Employees may request flexible work hours and the Employer, upon considering its business requirements, at its sole discretion may agree to such arrangements. Upon 30 days written notice, the Employer may require the Employee to revert to regular work hours.

ARTICLE 13 – HOLIDAYS

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

- (a) The following statutory holidays shall be granted with pay to all Employees: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, July 1st (Canada Day), August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day. Any other day that may be proclaimed by law as a statutory holiday.
- (b) Any other day that may be declared a legal holiday by the Provincial and Federal Governments. The Employer further agrees that should this new holiday or Canada Day fall on a Saturday or Sunday and no other day is proclaimed in lieu thereof, the employee shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed to by the Employer and the employee.
- (c) Notwithstanding (b) above, Remembrance Day, and any other new holiday for which schools do not close their operations, shall be considered leave adjustment days pursuant to Article 12.04 (c).

ARTICLE 14 – ANNUAL VACATION

14.01 (a) Employees are entitled to paid vacation credits based on the following schedule of services calculated as of July 1st each year as follows:

<u>Service</u>	<u>Paid Vacation Days</u>
Year 2	14 Days
Year 3	16 Days
Year 4	18 Days
Years 5 to 9 years	20 Days
Years 10 to 14 years	25 Days
Years 15 and every following year	30 Days

Employees working less than twelve (12) months shall be granted vacation leave entitlements pro-rated at a ratio of one day per month worked.

- (b) It is agreed that an employee on a statutory Pregnancy/Parental Leave, or off work on WSIB, LTD and/or an extended paid sick leave, will be credited for service for the purpose of calculating the vacation entitlements in Article 14.01(a) for the period the employee is absent from work.

- (i) Earned vacation shall accrue during any month in which an employee works more than half the work days in the month.
 - (ii) Earned vacation shall be credited to the employee's account as of July 1 of the following year, and must be used by the end of that fiscal year.
 - (iii) An employee on Pregnancy/Parental Leave shall continue to accrue vacation credits for the statutory period of the Pregnancy/Parental Leave and are not subject to 14.01(b)(ii).
 - (iv) An employee receiving WSIB, LTD benefits or on paid extended sick leave, and who is not at work, will continue to accrue vacation credits, but the vacation credits, if not taken as per Article 14.01(b)(ii) will not accumulate from year to year.
 - (v) In the case where an employee is on an unpaid leave and is unable to take the vacation entitlement for that year, any earned vacation will be carried over upon approval of the District President.
- (c) An employee on an unpaid leave of absence will not be credited for service for the purpose of calculating the vacation entitlements in Article 14.01(a) for the period the employee is absent from work.
 - (d) For employees who retire or resign, vacation entitlements will be consolidated on the last day of work. Earned vacation that has not been taken shall be reimbursed to the employee.
- 14.02 Part-time employees (employed on a half time or greater basis) shall be granted vacation leave entitlements pro-rated in accordance with the above schedule.
- 14.03 After six (6) months employment, unearned vacation leave may be anticipated for the remainder of the calendar year. If employment is discontinued however, recovery shall be made for leave taken but not earned, except in the case of an employee who resigns because he/she is unable to continue working due to medical reasons, and an acceptable medical certificate is provided.
- 14.04 Employees may carry over vacation entitlement not used in the year earned. Vacation entitlements carried over must be taken in the first ten (10) months of the following year. Permission to further carry over leave must be authorized by the District President or designate but permission shall not be unreasonably withheld.
- 14.05 The operational requirements of the District shall be considered when approving vacation days. They will be approved and monitored by the Office Coordinator and reported annually to the District President.
- 14.06 Where preference is to be given in the scheduling of vacations, the person with the most seniority shall be given first preference.

- 14.07 Vacation leave credits shall not accrue during any month in which an employee does not work or was not paid for at least one half the total number of work days in the month.
- 14.08 Employees with at least five (5) years of service shall be required take a minimum of 10 days of vacation entitlement during the period of July-August unless otherwise approved by the District President.
- 14.09 Employees who suffer a bereavement or becomes seriously ill requiring hospitalization while on vacation shall be entitled to exchange the vacation days used with bereavement or sick leave or personal leave days.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 Requests for all leaves of absence shall be made in advance to the Office Coordinator in accordance with the provisions of this Article.
- 15.02 General Leave
- (a) Any employee may apply and where possible receive a leave of up to twenty (20) operational days per federation year without pay for reasons other than sick leave. Such a request will not be unreasonably denied. Where granted, the Employer will continue to pay benefits and seniority will continue to accrue. The employee has the option to buy back the employee's portion of the pension credit for the duration of the leave. If the employee does not return to work, benefit costs will be deducted from any remuneration payable upon termination.
 - (b) Additional leave may be granted beyond twenty (20) continuous operational days at the discretion of the Employer. Vacation and sick leave credits will not cumulate during a leave of absence. The employee has the option to buy back the pension credit and pay for benefits (on a monthly basis or by post-dated cheques) for the duration of this extended leave period.
- 15.03 Compassionate / Bereavement Leave
- (a) Up to five (5) days with pay shall be granted in the event of the death of an employee's spouse, parent, child, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parent-in-law, brother, sister, or other person in loco parentis.
 - (b) Up to three (3) days with pay shall be granted in the event of the death of other relatives or close friends.
 - (c) Up to three (3) days leave per occasion with pay may be granted at the discretion of the District President or designate due to serious illness of a spouse, parent, child, grandparent, grandchild, son-in-law, daughter-in-law, brother, sister, or a person who stands in loco parentis.

- (d) Compassionate or Bereavement Leave may be extended without pay at the discretion of the District President or designate to accommodate special circumstances
- (e) Notwithstanding the above, if the funeral takes place other than immediately following the death, the day (s) do not have to be taken consecutively. The employee shall apply for this through the Office Coordinator. Approval of such request will not be unreasonably withheld.

15.04 Inclement Weather

If an employee believes that she/he will be late or unable to report to work because of inclement weather, the employee will report this inability to the Office Coordinator or District President, as the case may be as soon as possible. In such instances, there shall be no deduction in pay.

15.05 Medical and Dental Appointments

Where it is not possible for an employee to arrange medical and dental appointments outside of normal working hours, time off with pay (up to two (2) hours per occasion) may be granted by the Office Coordinator or District President for this purpose. An employee is expected to schedule such appointments outside of normal working hours whenever this is possible.

15.06 Professional Development

Leave with pay shall be granted to an employee for authorized professional activities such as seminars, workshops, lectures, etc., subject to operational requirements.

15.07 Quarantine

Leave shall be granted without loss of pay to an employee who is subject to quarantine regulations or any order of the Regional Medical Officer of Health as may be issued to control the spread of communicable disease.

15.08 Religious Holy Days

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

- (a) the absence is for the purpose of observing a religious holy day that is not recognized in Article 13.01;
- (b) requests for leave shall be submitted to the Office Coordinator at least two weeks in advance of the date that the religious holy day is being requested and shall specify the names and, if possible, the dates of the religious holy days which the employee will observe. Any potential denial of a Religious Holy Day must only be done in conjunction with the District President or designate.

15.09 Union Leave

- (a) The Employer shall grant leave of absence with pay, and without loss of seniority to an employee who is the duly designated representative of the Union in;
 - (i) meetings with the Employer on behalf of the Union;
 - (ii) a proceeding in accordance with Articles 24, 25 and 26;
 - (iii) a proceeding before the Ontario Labour Relations Board concerning a dispute between OSSTF DISTRICT 25 District 25 and COPE, Local 225, involving the bargaining unit members employed by OSSTF District 25 District 25.
- (b) The Union may apply to the Employer in writing for leave of absence with pay and without loss of seniority, to an employee or to employees whom the Union certifies to the satisfaction of the Employer as essential parties or witnesses to the meetings and/or proceedings outlined in Article 15.09(a). Upon receipt of satisfactory certification, the Employer shall grant such leave.
- (c) The Employer shall grant leave of absence to an employee who has been elected as a delegate to attend conventions of the Union, the Ontario Federation of Labour, the Canadian Labour Congress, or chosen for training related to the duties of a Union representative. Such leave will be without pay and without loss of seniority. The Union shall submit a written request for such leave to the District President at least five (5) working days in advance of the date the leave is to commence. The Employer shall have the right to limit the number of employees in any one department or work area granted such leave at any one time.

15.10 Jury and Witness Duty

- (a) Any employee summonsed for jury duty shall be granted time off with full pay with the understanding that all monies received for such duty shall be turned over to the OSSTF DISTRICT 25.
- (b) Any employee summonsed as a witness in any court in any proceedings to which the employee is not a party or one of the persons charged shall be granted time off with full pay with the understanding that all monies received for such duties shall be turned over to the OSSTF District 25.

15.11 Personal Leave

- (a) The Employer will grant up to twenty-one (21) hours leave for urgent or essential personal business with pay per federation year, upon request in writing to the Office Coordinator. Such leave shall be taken in increments of half ($\frac{1}{2}$) days or full days. The request for a half ($\frac{1}{2}$) day or one (1) full day shall be submitted at least three (3) working days in advance of the date the personal leave is being requested.

- (b) For newly-hired permanent employees, personal leave will be prorated for the duration of the year.

15.12 Family Care Leave

- (a) Each employee shall be entitled to up to five (5) days paid leave per federation year for the purpose of caring for or providing for the care of a member of the immediate family because of personal illness, injury, medical emergency or personal emergency. Immediate family shall mean spouse, children, stepchildren, legal wards, parents/stepparents, sister and brother.
- (b) Such leave may be extended by mutual consent of the employee and the Employer. Such additional leave may be deducted from the employee's sick leave account, subject to the provisions of Article 17.01. Upon its exhaustion, the Employer will grant up to ten (10) days unpaid personal emergency leave in accordance with subsection 50(1) of the ESA, 2000 each calendar year without loss of seniority or benefits.
- (c) For newly-hired permanent employees, family care leave will be prorated for the duration of the year.

15.13 Family Medical Leave

- (a) Family Medical Leave, as it exists under the *Employment Standards Act*, means a leave of up to eight (8) weeks, taken for the purpose of caring for or supporting a family member who is gravely ill with a significant risk of death within twenty-six (26) weeks. An employee who intends to take a Family Medical Leave shall notify the Employer of the dates on which the employee intends to leave and return to active employment and provide the Employer with a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks.
- (b) Such leave may be extended by mutual consent of the employee and the Employer. Such additional leave may be deducted from the employee's sick leave account, subject to the provisions of Article 17.01. Upon its exhaustion, the Employer may grant such additional leave as the Employer deems necessary, on a compassionate basis, without loss of seniority or benefits.
- (c) For the purpose of this article, "family member" is defined as per article 1.(1), O. Reg. 476/06, Family Medical Leave B Prescribed Individuals.
- (d) For the first twenty (20) days of Family Medical Leave, the Employer will continue to pay benefits and seniority will continue to accrue. The employee has the option to buy back the employee's portion of the pension credit for the duration of the leave.

- 15.14 Employees returning from a granted leave of absence shall be reinstated without loss of seniority to the same job classification and salary level held prior to the leave except as provided under Article 15.02.

15.15 Personal Emergency Leave

- (a) In accordance with the *Employment Standards Act*, Personal Emergency Leave is unpaid job-protected time off work for up to ten (10) days per calendar year. The ten days of Personal Emergency Leave do not have to be taken consecutively.
- (b) This leave may be taken for personal illness, injury or medical emergency. It can also be taken for the death, illness, injury, or medical emergency of, or urgent matter relating to, the following family members:
- your spouse
 - a parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of you or your spouse
 - the spouse of your child
 - your brother or sister
 - a relative who is dependent on you for care or assistance.

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

15.16 Family Medical Leave and Critically Ill Child Care Leaves

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

15.17 Supplemental Employment Benefits (SEB)

- (a) The Employer shall provide for members who access such leaves, a SEB plan to top up their E.I. Benefits. The employee who is eligible for such leave shall receive 95% salary for a period not to exceed eight (8) weeks. The SEB plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- (b) SEB payments are available only to supplement E.I. Benefits during the absence period as specified in this agreement.
- (c) The employee must provide the Employer with proof that he/she has applied for and is in receipt of Employment Insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

ARTICLE 16 - PREGNANCY AND PARENTAL LEAVE

16.01 Pregnancy Leave

An employee who has been employed by OSSTF District 25 for at least thirteen (13) weeks before the expected birth date shall be granted a pregnancy leave in accordance with the *Employment Standards Act* for a period of seventeen (17) weeks.

1. E.I. SUB Plan

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

- (a) During the mandatory two (2) week waiting period for Employment Insurance Benefits, the OSSTF District 25 shall pay ninety-five percent (95%) of salary entitlement at the date the leave commenced.
- (b)
 - (i) For the following fifteen (15) weeks, the employee shall receive benefits so applicable plus the Employer supplement to bring the combined income of the employee up to ninety-five percent (95%) of the salary entitlement of the employee at the date the leave commenced.
 - (ii) Upon receipt of evidence of the employee's receipt of E.I. benefits, the Employer shall pay to the employee a supplementary benefit on a regular payroll basis.
- (c) The combined weekly level of Employment Insurance Benefit paid pursuant to (a) and (b) above and any other earnings will in no case exceed ninety-five percent (95%) of the employee's salary entitlement at the date the leave commenced.

2. Supplementary Unemployment Benefits (SUB)

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

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

3. Continuation of Benefit Coverage and Accumulation of Pension Credit

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

16.02 Parental Leave

An employee who has been employed by OSSTF District 25 for at least thirteen (13) weeks shall be granted a parental leave. In accordance with the Employment Standards Act, an employee's parental leave ends thirty-five (35) weeks after it began, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began. Otherwise, parental leave will be granted following:

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

1. E.I. SUB Plan

- (a) Where a mandatory two (2) week waiting period applies, the OSSTF District 25 shall pay ninety-five (95%) percent of salary entitlement at the date the leave commenced.
- (b) For up to ten (10) weeks of the parental leave, subject to Employment Insurance Regulations, the employee shall receive benefits so applicable plus the Employer's supplement to bring the combined income of the employee up to ninety-five (95%) percent of the salary entitlement of the employee at the date the leave commenced.

- (c) The combined weekly level of Employment Insurance Benefit paid pursuant to (a) and (b) above and any other earnings will in no case exceed ninety-five percent (95%) of the employee's salary entitlement at the date the leave commenced.

2. Supplementary Unemployment Benefits (SUB)

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

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

3. Continuation of Benefit Coverage and Accumulation of Pension Credit

- (a) The employee shall continue to participate in benefit plans, including the pension plan, in which the employee was enrolled prior to the commencement of the leave, unless the employee elects in writing not to do so.
- (b) The Employer shall continue to make the Employer's contributions for the above plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions. Employee contributions owing will be deducted from the E.I. top-up payments during the first ten (10) weeks of leave. Prior to the commencement of the leave, the employee shall provide monthly post-dated cheques to the Employer for the employee contributions owing for the remainder of the statutory parental leave.
- (c) An employee who elects to take unpaid extended parental leave beyond the twenty-seven (27) weeks in 16.01 1 and 16.02 1(b), shall have the option of continuing in the benefit plans, in which the employee was enrolled prior to the commencement of the leave, including pension at the employee's expense. The employee shall provide monthly post-dated cheques to the Employer for the employee contributions during this extended parental leave.

- 16.03
- (a) An employee on statutory pregnancy or parental leave shall be entitled to the payment by the Employer of all insured benefits, in accordance with Articles 16.01(3) and 16.02(3), and to the accrual of seniority, annual vacation, sick leave entitlement and service credit.
 - (b) The employee returning to work after pregnancy and/or parental leave will do so under the provisions of the *Employment Standards Act*.

- (c) (i) The employee returning to work after a combined pregnancy/parental leave shall have the option of returning to full-time employment or for a period of six (6) months following the completion of the leave to part-time employment.
- (ii) An employee wishing to exercise the option of part-time employment under 16.03(3)(c)(i) shall:
 1. elect either half ($\frac{1}{2}$) time or four-fifths ($\frac{4}{5}$) time for the entire period of part-time employment;
 2. inform the District President that the employee is exercising the option, and of the election chosen, under Article 16.03(c)(i)1, not later than six (6) weeks prior to the completion of the leave.
 3. The employee may request to return to full-time employment at any time during the exercising of this option following two (2) weeks prior notice to the Employer. Such requests shall not be unreasonably denied.
- (iii) An employee returning to part-time employment under the pregnancy/parental leave option shall be subject to the provisions of Article 5.03.

16.04 Paternity Leave

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

ARTICLE 17 - SICK LEAVE

- 17.01 Each employee will be granted a sick leave credit for personal illness of two (2) days for each working month, pro-rated for part-time, to be credited the first of each month. Half ($\frac{1}{2}$) days for sickness will be deducted as well as full days. Twelve (12) days of this allocation per federation year shall be reserved exclusively for sick leave for personal illness or disability and these days may not be subject to contingent deductions specified elsewhere in this Collective Agreement. The unused portion of sick leave will be accumulated from federation year to federation year, to a cumulative maximum of one hundred and twenty (120) working days. The account will be maintained by the Office Coordinator and reported to the District President annually prior to the June District Executive Council (DEC) meeting.
- 17.02 An employee shall not earn sick leave credits in any month in which the employee does not work or was not paid for at least fifty (50) hours in a month.
- 17.03 Employees who commence employment during the federation year shall be credited with sick leave as of the date of hire.

- 17.04 An employee who is ill or will be absent shall inform the Office Coordinator via phone or via email with indicating the nature of the absence forthwith, and, in any event, not later than the scheduled starting time of their daily assignment.
- 17.05 The Employer reserves the right to require a medical certificate after five (5) or more consecutive days' absences, or more than ten (10) days' absences in any twelve (12) month period. The cost of the certificate shall be borne by the Employer.
- 17.06 Workplace Safety and Insurance Board (WSIB)
- (a) The Employer shall provide coverage for all employees through the Workplace Safety and Insurance Board (WSIB).
 - (b) The employee will use the percentage of sick leave required to bring earnings to regular salary level.
 - (c) When an employee is injured during the performance of his/her duties and is unable to perform such duties and receives approval for loss of earnings benefits under the *Workplace Safety and Insurance Act*, the employee will receive from the Employer an amount which, after all deductions have been made, is equal to what the employee would otherwise have received. A deduction from the employee's sick leave credits will be made at a rate equal to the top-up as long as the employee has sick leave credits available.
 - (d) While the claim is pending approval, the absence will be covered by the employee's sick leave credits. Upon Workplace Safety and Insurance Board approval, the employee's sick leave credits shall be adjusted in accordance with the Workplace Safety and Insurance benefit and a mutually established plan for the reclamation of wages paid for any insured time shall be created and implemented in a timely and reasonable manner.
 - (e) It is understood and agreed that (c) and (d) will apply so long as the employee has sick leave credits. In the event that the sick leave credits are exhausted, the employee will receive the WSIB benefit only.
- 17.07 Long Term Disability (LTD)
- Employees on LTD will continue to receive benefits as per Article 18 and accrue seniority while on leave.

ARTICLE 18 – BENEFITS

- 18.01 The employer shall provide the following benefits to all regular employees. The benefit plans shall be provided through an established carrier.
- a) Basic Life Insurance
 - b) Accidental Death and Dismemberment Insurance
 - c) Long Term Disability Insurance (LTD)
 - d) Extended Health Care
 - e) Dental Care Plan
- 18.02 The Employer shall pay 100% of the premium costs for LTD coverage. The employer agrees to contribute 95% of the premium costs for all other benefit coverage above.
- Changes to these benefits or the levels of coverage will change only through mutual agreement by the parties to this agreement or by changes required by the Carrier as reported to the employer by the carrier.
- 18.03 Members must apply for LTD once they have used ninety (90) consecutive sick days.
- 18.04 Effective July 1st, 2011 OSSTF District 25, became an OMERS Employer. (Ontario Municipal Employees' Retirement System). The premiums for this plan will be shared equally between the employer and the employee as legislated by the OMERS regulations.
- 18.05 Retirement
- (a) There shall be no mandatory retirement age. Retirement may be taken at any time of the year by mutual consent.
 - (b) Members leaving the employment of OSSTF DISTRICT 25 are encouraged to serve notice to the District President at least five (5) calendar months prior to the date of termination of employment.
- 18.06 Staff Pension
- All permanent employees hired after July 1, 2011 who are qualified under the terms of the Ontario Municipal Employees Retirement Act shall belong to that plan.

ARTICLE 19 - JOB DESCRIPTIONS

- 19.01 (a) Job descriptions are the exclusive purview of the Employer. Notwithstanding the preceding, the Employer will consult the Union and the employee, if necessary, before finalizing new or revised job descriptions. All job descriptions shall be contained in the District Policies & Procedures manual which shall be issued and revised as changes occur.

- (b) Whenever the Employer creates a new bargaining unit position, the Employer shall establish the classification and wage scale for the position, subject to the right of the Union to grieve the established rate of pay. Prior to the implementation of a new position in the Bargaining Unit, the Employer shall first consult with the Union.

ARTICLE 20 - WORK ASSIGNMENTS

- 20.01 The Employer shall ensure that the assignments of work within a job class are reasonably equitable.
- 20.02 Where vacation, sick leave, or other leaves occur during heavy office periods, the Employer shall provide office overload help or provide authorization for overtime when required.
- 20.03 If an employee has been hired because of a specific administrative or technical skill, the Employer will utilize such skill if at all possible.
- 20.04 (a) Where work assignments in the office are inequitable, the Employer shall have the right to reassign duties to balance the workload.
 - (b) Office Coordinator shall assist the Employer in the balancing of administrative workload.
- 20.05 All assignments of bargaining unit work shall be restricted to those persons who are covered by this Collective Agreement save and except as permitted by other provisions of this Agreement.
- 20.06 The Employer shall provide such on-the-job training as is deemed necessary. This training shall be provided when possible within the normal work week in accordance with Article 15.06.

ARTICLE 21 - SALARY

- 21.01 (a) The Employer shall pay the salaries as set out in Appendix A attached hereto and forming part of this Collective Agreement.
 - (b) In addition, the Employer will pay the equivalent of the Ontario Health Premium, as a taxable benefit.
- 21.02 The Employer agrees to pay each employee their appropriate salary on every second Friday of each month except when these dates fall on a statutory holiday. In such cases, payment will occur on the last previous banking day.
- 21.03 An Employee shall, subject to satisfactory performance, advance to the next step on the salary grid on the anniversary date of the Employees hire.

- 21.04 The annual increment date shall not be changed during the statutory period of an employee's pregnancy, parental or adoption leave.

ARTICLE 22 - LONGEVITY

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

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

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

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

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

ARTICLE 23 - GRIEVANCE PROCEDURE

For the purposes of Articles 23, 24, 25 timelines will be considered suspended during the Winter Break, March Break and the July and August summer period unless otherwise agreed to by the parties.

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

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

(a) **Individual Grievance**

An individual grievance shall commence at Step 1 within ten (10) working days after the circumstances giving rise to the grievance became known, or reasonably ought to have been known.

(b) Group Grievance

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

(c) Policy Grievance

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

23.03 Step 1 - Complaint Stage

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

23.04 Step 2

- (a) A grievance, signed by the grievor(s) and a union steward, shall be submitted in writing to the District President by a union steward within ten (10) working days after the circumstances giving rise to the grievance became known or reasonably ought to have been known, or within ten (10) working days of the meeting in Step 1.
- (b) The District President shall meet with the union steward and shall render a decision in writing within ten (10) working days of such meeting.

ARTICLE 24 - ARBITRATION

- 24.01
- (a) Failing satisfactory settlement, the Union or the Employer, as the case may be, may refer the grievance to arbitration within ten (10) working days of the receipt of the response of the other party.
 - (b) The Union and the Employer shall within fifteen (15) working days agree on an arbitrator. Failing mutual consent either party may apply to the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

Notwithstanding 25.01(b), the parties may agree on an arbitration board. The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and the particulars of the grievance in dispute.

- (c) The party receiving the notice shall, within ten (10) working days appoint a member to the Board and shall notify the other party in writing of its appointment.
 - (d) The two (2) nominees so appointed shall, within fifteen (15) working days from their appointment or such further time as mutually agreed upon, confer to select a third party to be Chairperson. Failing agreement, either of them may apply to the Minister of Labour for the Province of Ontario to appoint a Chairperson.
- 24.02 (a) Notwithstanding 25.01 above, the parties may agree to have a sole Arbitrator, mutually agreed upon, who shall act in place of an Arbitration Board.
- (b) The party desiring a sole Arbitrator will so notify the other party in writing in accordance with the provisions of Article 25.01(a). If the parties mutually agree to use a sole Arbitrator, they will exchange names of proposed Arbitrators and attempt to agree upon an Arbitrator within fifteen (15) working days, or such further period as may be agreed. Failing agreement to use a sole Arbitrator, or agreement on the Arbitrator to be appointed, within the above time period, the Arbitration Board shall be appointed in accordance with Article 25.01.
- 24.03 The parties agree to make their best efforts to expedite Arbitration proceedings. The decision of the majority and where there is no majority, the decision of the Chair will be final and binding upon the parties and shall be carried out forthwith unless either party submits the award to Judicial Review.
- 24.04 Each party shall pay their own costs and expenses of the Arbitration, the remuneration and disbursements of their appointees and one-half (½) the expenses of the Chairperson.
- 24.05 The Arbitration Board or Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decisions contrary to the terms and provisions of this Agreement or alter any seniority status of any employee.
- 24.06 The Arbitration Board or Arbitrator, in reviewing any disciplinary action of the Employer, shall have the power to vary the penalty imposed by the Employer.

ARTICLE 25 - GRIEVANCE MEDIATION

- 25.01 (a) At any stage of the grievance/arbitration procedure in Articles 24 and 25, the parties by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached.
- (b) The timelines outlined in the grievance/arbitration procedure may, subject to mutual agreement, be frozen at the time the parties mutually agree, in writing, to use the grievance mediation procedure. Otherwise, all timelines for the grievance/arbitration procedure shall remain in effect. If timelines are frozen,

upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance/arbitration procedure shall continue from the point at which they were frozen.

- (c) Each party shall pay its own costs and expenses and one-half (½) the expenses of the Mediator.

ARTICLE 26 - NO STRIKE OR LOCKOUTS

- 26.01 There shall be no strikes on the part of the Union and no lock-outs on the part of the Employer during the lifetime of this Agreement.

ARTICLE 27 - EQUAL PAY FOR WORK OF EQUAL VALUE

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

ARTICLE 28 – GENERAL

- 28.01 It is agreed that within reason, and wherever possible, previous considerations that were enjoyed by staff during the life of the predecessor Agreement will be continued during the life of this Agreement.
 - (a) Green Transportation: Employees shall have access to use of the OSSTF District 25 charging station.
 - (b) Parking: The Employer agrees to provide parking for all employees.
 - (c) Refreshments: The Employer agrees to provide coffee, tea and condiments without charge to the Employees.
- 28.02 Any information provided to an employee concerning a member of a bargaining unit, the District or Federation business, is to be treated as confidential information and will not be discussed or disclosed for purposes other than Federation business.
- 28.03 Any personal information provided to an employee concerning a Federation member, including contact information or information pertaining to Federation or bargaining unit business, is not to be discussed or disclosed and must be treated as confidential information.
- 28.04 All employees shall sign an Oath of Confidentiality Agreement as a condition of employment.

ARTICLE 29 - HEALTH AND SAFETY

- 29.01 The Employer shall make all reasonable provisions for the safety and health of the employees during working hours. The Union may from time to time bring to the attention of the Employer any suggestions in this regard and also any other suggestions for improvements in conditions of work.
- 29.02 The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations, including the provision to provide employees with: the right to know, the right to participate, and the right to refuse as is currently outlined under the *Occupational Health and Safety Act*.
- 29.03 OSSTF District 25 will update training for First Aid and Heart Saver Program.
- 29.04 The Employer agrees to undertake an ergonomic assessment of a COPE member's work station upon request within six (6) months of his/her hiring date or upon change in work station or upon request. Changes required resulting from the assessments shall be implemented as soon as feasible thereafter and shall be adhered to by the employee.

ARTICLE 30 - UNION LABEL

- 30.01 (a) That all material prepared by COPE 225 members should carry the COPE 225 Union label as acknowledgement of the preparation by COPE Local 225.
- (b) For a large document, e.g. the Annual Meeting of the District Assembly materials, a sheet acknowledging that this work was prepared at the OSSTF District 25 Office with the cooperation of members of COPE Local 225 and the Union label.


ARTICLE 31 - NO DISCRIMINATION / NO HARASSMENT


- 31.01 All employees shall have the right to work in a harassment-free workplace in accordance with OSSTF District 25/FEESO'S anti-harassment policy and the Human Rights Code.

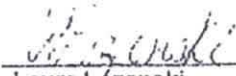
This Collective Agreement is signed this 3rd day of June 2021 at Ottawa, Ontario.

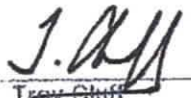
FOR THE UNION

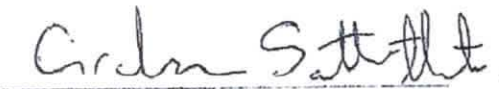
FOR THE EMPLOYER

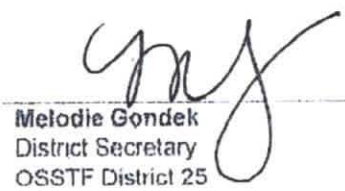

Don Talarico
Labour Relations Specialist
COPE Ontario


Jennifer Haight
Chief Negotiator
COPE 225 - OSSTF District 25


Laura Łozanski
President
COPE Local 225


Troy Cluff
District President
OSSTF District 25


Graham Satterthwaite
District Treasurer
OSSTF District 25


Melodie Gondek
District Secretary
OSSTF District 25

APPENDIX A - SALARY GRIDS

In the event that the *Sustainable Public Sector for Future Generations Act, 2019* (Bill 124) is declared unconstitutional, in whole or part, or is otherwise inoperative, the parties agree to return to the bargaining table to renegotiate all originally proposed monetary issues related to compensation including any retroactive adjustments. For clarity, the Longevity article was a monetary issue.

Office Coordinator

	July 1st, 2020 to June 30, 2021	July 1st, 2021 to June 30, 2022	July 1st, 2022 to June 30, 2023
Step 1	\$ 57,334	\$ 57,907	\$ 58,487
Step 2	\$ 59,343	\$ 59,937	\$ 60,536
Step 3	\$ 61,417	\$ 62,031	\$ 62,652
Step 4	\$ 63,568	\$ 64,204	\$ 64,846
Step 5	\$ 65,793	\$ 66,450	\$ 67,115
Step 6	\$ 68,095	\$ 68,777	\$ 69,465
Step 7	\$ 72,574	\$ 73,300	\$ 74,033

Office Assistant

	July 1st, 2020 to June 30, 2021	July 1st, 2021 to June 30, 2022	July 1st, 2022 to June 30, 2023
Step 1	\$ 39,855	\$ 40,254	\$ 40,656
Step 2	\$ 41,516	\$ 41,931	\$ 42,350
Step 3	\$ 43,246	\$ 43,679	\$ 44,116
Step 4	\$ 45,047	\$ 45,497	\$ 45,952
Step 5	\$ 46,924	\$ 47,393	\$ 47,867
Step 6	\$ 48,878	\$ 49,367	\$ 49,860
Step 7	\$ 51,678	\$ 52,195	\$ 52,717

LETTER OF UNDERSTANDING

- Between -

OSSTF District 25

- And -

COPE Local 225

RE: Review of Benefits

The parties agree to establish a joint committee for the purpose of reviewing benefit plan comparisons with the COPE 343 plan at OSSTF provincial office, in order to determine eligibility for OSSTF District 25 employees and whether any cost savings for benefits coverage can be realized:

- (a) The committee shall consist of one (1) representative from the union local and one (1) representative from the employer. Additional, external resource people may be invited at any time by either party, at the cost of the party;
- (b) For clarity, any release time for participating in the joint committee meetings for the union representatives shall be covered by the employer;
- (c) The first meeting of the committee shall occur no later than thirty (30) calendar days following the ratification of the collective agreement;
- (d) The parties shall meet on a monthly basis until the review is completed, and again within thirty (30) calendar days of the completion of the study to discuss next steps, if any;
- (e) The parties shall make every reasonable effort to ensure that the work of the committee is completed by December 2021;
- (f) In the event that either party is unable to meet within thirty (30) calendar days of ratification, or within thirty (30) calendar days of the study's completion, it shall inform the other party as soon as it becomes aware and a mutually agreeable date shall be rescheduled.

Signed in Ottawa, this 10th day of June, 2021

For OSSTF District 25:

J. Koff

For COPE, Local 225:

L. Hrynowski

LETTER OF UNDERSTANDING

- Between -

OSSTF District 25

- And -

COPE Local 225

RE: Grandfathered Service Gratuity

After a minimum of five (5) years continuous service with OSSTF District 25, or any affiliated or amalgamated union, and after employment ceases for any of the following reasons, the member hired between January 1, 2018 and January 31, 2018, and only the member hired between January 1, 2018 and January 31, 2018, shall be entitled to a Service Gratuity Allowance:

- retirement
- death (payment to beneficiary or estate)
- permanent disability
- cessation of employment

Leaves of Absence without pay of six (6) months or more will not break the continuity of service, but the entire period of leave shall not be included as forming part of the required five years of service. Leaves of Absence without pay of less than six (6) months will not break the continuity of service and are included as forming part of the required five (5) years' service.

An employee whose employment is terminated for cause shall not be entitled to a service gratuity.

The gratuity may be paid out as cash in the year in which the individual ceases to be a District 25 employee, or in January of the following year, or may be spread over two (2) years, at the employee's choice. Other options such as a Registered Retirement Savings Plan (R.R.S.P.) may be discussed with the District President or designate.

The amount of service gratuity payable shall be calculated as follows:

$$\frac{\text{Federation Service (Max. 10 Years)}}{2} \times \text{Annual Salary}$$

The service gratuity shall not exceed 50% of an employee's total annual salary at the time of the cessation of employment.

"Salary" for the purpose of determining the Service shall mean the prevailing annual salary for the position to which the employee normally holds entitlement on a continuing basis as of the effective date of resignation, retirement or death, where applicable. Notwithstanding the foregoing, where an employee ceases employment while on leave of absence or educational leave, the salary shall be calculated according to the scheduled salary in effect immediately prior to the commencement of the leave.

Signed in Ottawa, this 10th day of June, 2021

For OSSTF District 25:

J. Hoff

For COPE, Local 225:

L. Zenski

LETTER OF UNDERSTANDING

- Between -

OSSTF District 25

- And -

COPE Local 225

RE: Review of Group Retiree Benefits Plans

The parties agree to investigate retirement benefit plan options for OSSTF District 25 employees in order to inform future rounds of negotiations.

Signed in Ottawa, this 10th day of June, 2021

For OSSTF District 25:

J. Hoff

For COPE, Local 225:

R. Lozanski