

# **COLLECTIVE AGREEMENT**

(“Agreement”)

**between**

## **COSTI IMMIGRANT SERVICES**

(“COSTI” or the “Employer”)



**and**



## **CANADIAN UNION OF PUBLIC EMPLOYEES**

### **Sub-Local 2221-1**

(“CUPE Local 2221-1” or the “Union”)

**(Language Instruction for Newcomers to Canada Instructors)**

**Agreement Effective  
April 1, 2018 to March 31, 2021**

## TABLE OF CONTENTS

<b>Article 1 – Purpose .....</b>	<b>3</b>
<b>Article 2 – Definitions .....</b>	<b>3</b>
<b>Article 3 – Recognition .....</b>	<b>3</b>
<b>Article 4 – No Discrimination .....</b>	<b>4</b>
<b>Article 5 – Management Rights.....</b>	<b>4</b>
<b>Article 6 – Union Security .....</b>	<b>5</b>
<b>Article 7 – Discipline and Discharge .....</b>	<b>6</b>
<b>Article 8 – Union Dues.....</b>	<b>7</b>
<b>Article 9 – Strikes and Lockouts .....</b>	<b>7</b>
<b>Article 10 – Leaves .....</b>	<b>8</b>
<b>Article 11 – Grievance Procedures.....</b>	<b>11</b>
<b>Article 12 – Method of Payment.....</b>	<b>16</b>
<b>Article 13 – Hours of Work.....</b>	<b>17</b>
<b>Article 14 – Statutory Holidays .....</b>	<b>17</b>
<b>Article 15 – Seniority/Job Security, Redundancy.....</b>	<b>19</b>
<b>Article 16 – Job Posting .....</b>	<b>24</b>
<b>Article 17 – Benefits .....</b>	<b>26</b>
<b>Article 18 – Technological Change .....</b>	<b>28</b>
<b>Article 19 – Miscellaneous .....</b>	<b>28</b>
<b>Article 20 – Distribution of Agreement.....</b>	<b>30</b>
<b>Article 21 – Duration of Agreement.....</b>	<b>30</b>
<b>Letter of Understanding #1 .....</b>	<b>31</b>
Re: Performance Evaluation Process.....	31
<b>Letter of Understanding #2 .....</b>	<b>32</b>
Re: Staff Training and Development Programs and/or Information Sessions .....	32
<b>Letter of Understanding #3 .....</b>	<b>33</b>
Re: Hours of Work.....	33
<b>Letter of Understanding #4 .....</b>	<b>34</b>
Re: Reduction of Hours .....	34
<b>Letter of Understanding #5 .....</b>	<b>36</b>
Re: Professional Development .....	36
<b>Letter of Understanding #6 .....</b>	<b>38</b>
Re: Wages .....	38
<b>Letter of Understanding #7 .....</b>	<b>39</b>
<b>Letter of Understanding #8 .....</b>	<b>41</b>
<b>Letter of Understanding #9 .....</b>	<b>42</b>
<b>Appendix ‘A’ .....</b>	<b>44</b>

## **Article 1 – Purpose**

- 1.01** It is the desire of both parties to this Agreement to maintain and further harmonious relations between COSTI and the Union and to provide for the prompt and equitable disposition of grievances.

## **Article 2 – Definitions**

- 2.01** Language Instruction for Newcomers to Canada (“LINC”) Instructor(s), hereafter referred to as LINC Instructor(s), shall mean an instructor or instructors employed to instruct in COSTI’s LINC program.
- 2.02** The work year is twelve months and includes a break at Christmas and a break in March.
- 2.03** When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

## **Article 3 – Recognition**

- 3.01** COSTI recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining in respect of rates of pay, hours of work and other working conditions for all LINC Instructors employed by COSTI for more than twenty four hours per week by COSTI, save and except supervisors and persons above the rank of supervisor, persons employed as supply LINC instructors and employees in any bargaining unit for which a trade union holds bargaining rights.
- 3.02** The words, ‘employee’, ‘employees’, ‘instructor’ or ‘instructors’ wherever used in this Agreement shall mean any or all of the LINC Instructors employed for more than twenty-four hours per week by COSTI, in the bargaining unit as defined above, except where the context otherwise provides.

## **Article 4 – No Discrimination**

**4.01** No discrimination will be practiced or permitted by either COSTI or the Union, or any of their officers or representatives, against any LINC instructor or any representative of COSTI by reason of, or arising out of the activities of COSTI, or out of the Union membership or activity whichever is applicable, or by reason of political affiliation, or by reason of race, colour, sex, age, creed, ancestry, ethnic origin, marital status, family status, citizenship, place or origin, sexual orientation, criminal record of offences, or disability.

**4.02** The Employer shall ensure that Employees are free from harassment in the workplace.

Personal harassment is a form of discrimination. It means engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome; and that demeans, belittles or causes personal humiliation or embarrassment to an Employee.

The mediated process as outlined in the Employer's policies which govern discriminatory behaviour may be utilized for resolution of offensive behaviour. Failing resolution, the Employer may utilize the grievance and arbitration provisions of this Agreement or the procedures in the Human Rights Code.

Where an alleged harasser is the person who would normally deal with the initial step of the grievance procedure, the grievance will automatically be sent forward to the next step.

The normal exercising of management rights in good faith, in particular, the right to assign work or the right to assign or impose discipline are not defined as harassment.

## **Article 5 – Management Rights**

**5.01** The management of COSTI's operations and the direction of its employees shall be vested exclusively in COSTI, and without limiting the generality of the foregoing, shall include, among other things, the right to hire, discharge, transfer, promote, demote, discipline, retire and lay off employees, subject to the terms of this Agreement.

## **Article 6 – Union Security**

**6.01** All LINC instructors employed with COSTI upon completion of a six (6) month probationary period shall become members of the Union. COSTI will supply the Union with an up to date list of the LINC instructors and their addresses, on or before October 15<sup>th</sup> of each year.

**6.02** The Union may appoint or otherwise select a bargaining committee which shall be composed of not more than two (2) LINC instructors and shall include the President of the Union. Such committee, together with representatives of the Union, shall represent the union in all negotiations with representatives of COSTI for a renewal of this Agreement.

Members of such committee shall be paid at their applicable straight time rates for all times they are absent from their regularly scheduled work while engaged in negotiations with COSTI representatives, subject to a maximum of their regular work day.

**6.03** a) The Union shall appoint a grievance committee to handle the presentation of grievances on the local's behalf. The Grievance Committee shall be comprised of the Union President, Chief Steward and additional Stewards or designates as required.

b) It is agreed that members of the Grievance Committee have regular duties to perform in connection with their employment and that the Employer shall be entitled not to have its work unreasonably interrupted and that therefore only such time as it is reasonably necessary will be consumed by the Grievance Committee during working hours in order to investigate or process a grievance or grievances.

**6.04** The CUPE Local 2221 Labour/Management Committee meets at a mutually convenient time, **every four months**, for the purpose of discussing issues of **mutual concern** relating to the workplace. The sub local (CUPE 2221-1) may submit workplace issues to the Labour/ Management Committee for discussion and a maximum of two (2) LINC instructors may attend the meeting. COSTI shall pay the participating LINC instructor(s) at their applicable straight time rate for the time they are absent from their regularly scheduled work while participating in such meetings, subject to a maximum total of five (5) hours' pay per day.

- 6.05** The local Union may also appoint or otherwise select five (5) stewards to represent employees. No site shall have more than one steward. The selecting of a steward in a site does not in any way restrict the steward to that site. The local Union shall notify COSTI in writing of the names of its officers, chief steward, stewards and members of bargaining committee and of any changes therein as they occur. The chief steward will be named by the local union.
- 6.06** A steward's function shall be to assist a LINC instructor in the preparation and presentation of grievances to the Executive Director of COSTI or designate. No LINC instructor shall leave his or her assigned duty to attend to Union business without the consent of the Executive Director of COSTI or designate. Such consent will not be unreasonably withheld, taking into consideration classroom teaching obligations.
- 6.07** COSTI will compensate stewards for any portion of their regularly scheduled work time spent with the prior permission of the Executive Director of COSTI or designate in servicing grievances at stages 1 and 2.
- 6.08** The Union and or LINC instructors covered by this agreement will not engage in Union activities during working hours or hold meetings at any time on the premises of COSTI without the permission of the Executive Director of COSTI or designate.

## **Article 7 – Discipline and Discharge**

- 7.01** No LINC instructor who has completed his/her probationary period shall be demoted, disciplined or discharged without just cause.
- 7.02** COSTI will ensure that LINC instructors are notified of their right to have a steward present at meetings with management regarding discipline and discharge. LINC Instructors have the right to have a local steward present for the purpose of record keeping at meetings with management regarding a formal investigation. A formal investigation is defined as an investigation that is pursuant to a written complaint or incident report that may affect the Instructor.
- 7.03** The steward and the LINC instructor will be provided with a room in which to meet to discuss the issue for up to one hour.

## **Article 8 – Union Dues**

**8.01** During the term of this Agreement, COSTI agrees to deduct, from each pay cheque of each LINC Instructor, the regular monthly fees and dues as certified by the Union. The Union shall notify COSTI in writing as to the amount of dues or fees currently in effect according to its constitution and by-laws.

**8.02** Dues deductions made as in Article 8.01 shall be forwarded to the Secretary of the Union by the 15<sup>th</sup> day of the month following the month for which deductions were made. Such deductions shall be accompanied by a listing indicating the names of the LINC instructors from whom such deductions were made, and wages earned.

COSTI agrees to provide, if possible, this information in a machine-readable format mutually agreed to by the parties.

**8.03** The Union shall indemnify and save COSTI harmless with respect to all claims, suits, judgements, attachments and any form of liability as a result of the deductions and remittance of dues by COSTI pursuant to this article.

**8.04** Any employee presently a member of the Union shall remain such for the duration of this Agreement as a condition of the employee's continued employment. Any employee hired on or after the date of this Agreement shall become a member of the Union and shall remain as such for the duration of this Agreement as a condition of the employee's continued employment.

## **Article 9 – Strikes and Lockouts**

**9.01** There shall be no strikes or lockouts, as defined or determined by reference to the Ontario Labour Relations Act, as long as this Agreement continues to operate.

In the event of any violation of 9.01 by any employee(s), COSTI shall notify the President of the local Union who shall instruct the employee(s) to return to work and perform their usual duties.

## **Article 10 – Leaves**

### **10.01 a) Vacation Leave**

Unpaid vacations for periods of up to four (4) weeks per year may be taken at any time of the year suitable to COSTI services, subject to the approval of the immediate supervisor, which approval will not unreasonably be denied. Unpaid vacations can only be taken once in a teaching cycle and will only be approved for a maximum of 3 instructors at the same time in each Centre. Seniority will be the governing factor in arranging vacation periods for the April 1 posted schedule. Once vacation is approved it shall only be altered by mutual agreement. Unpaid vacations requested after the posting of the vacation schedule will be approved on a first come first served basis, unless other arrangements are mutually agreed. The employee will be provided with a response as soon as possible but no longer than two (2) weeks of the request being made.

### **b) General Leave**

LINC Instructors may request in writing a leave without pay and without loss of seniority for a period of up to one (1) year for the purposes of study, travel, the care of a family member, personal regeneration and/or personal or career development. Education leave in excess of one (1) year may be approved for job-related studies that require the extended full-time attendance of the Employee. The granting of such leave must have the approval of both the Centre Manager and the Executive Director. Such leave will be considered based on operational requirements, the potential availability of a suitable replacement, financial implications and reasons for the leave. Such request will not unreasonably be denied.

### **c) Personal Emergency Leaves**

**Personal Emergency Leaves will be available to employees and will be in conformity with the relevant sections of the Ontario Employment Standards Act, and any amendments thereto.**

### **10.02 Pregnancy Leave & Parental Leave**

These leaves will be in conformity with the relevant sections of the Ontario Employment Standards Act, and any amendments thereto.



### 10.03 Sick Leave

- a) Sick leave means the period of time a LINC instructor is permitted to be absent from work with pay by reason of being sick, disabled because of an accident or because the employee is quarantined by a medical health officer (hereinafter collectively referred to as 'sickness').

LINC instructors shall be entitled to a credit of 0.833 working days per month of full time active continuous service. The employee shall be entitled to accumulate and carry forward such unused portion to a maximum of 20 working days for use in future years. Within sixty (60) days of the close of the calendar year, the employer will notify each employee in writing the amount of sick leave to his/her credit.

- b) **Compassionate Leave**

All employees who have completed their probations, shall be granted leave for up to a maximum of five (5) days per calendar year from their sick leave credits for illness or emergencies associated with family members, that is – child, parent, spouse, common-law partner, same sex spouse.

- c) Sick leave bank days may also be used for dental and medical preventive care.

### 10.04

- a) If the LINC instructor is unable to work by reason of sickness then a deduction shall be made from the LINC instructor's credited sick leave (if any) **on an hourly basis.**

- b) In the event that a LINC instructor's absence qualifies him/her for WSIB benefits, full wages will continue to be paid if pro-rated sick leave credits are available to be deducted for the portion not covered by WSIB.

### 10.05

COSTI may require a LINC instructor to produce a Physician's certificate to support an absence on account of sickness in excess of three (3) days and if COSTI has expressly notified the LINC instructor, it may require the LINC instructor to produce such a certificate to support an absence on account of sickness of any duration. A LINC instructor must make every reasonable effort to notify the site manager concerned of any absence due to sickness.

**10.06** While a LINC instructor is on a leave of absence without pay or is on layoff, the LINC instructor shall not accumulate any sick leave credits but shall retain whatever sick leave credits the LINC instructor may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon the LINC instructor's return from such leave or upon being rehired subsequent to being recalled.

**10.07** Leave without pay for a period of up to two (2) years shall be granted to a LINC instructor who:

- a) is not entitled to sick leave but who is required to be absent by reason of sickness, or,
- b) is unable to return to work at the termination of the period for which sick leave was granted by reason of the LINC instructor's continued sickness provided such leave shall not prejudice COSTI's right to discharge a LINC instructor because of frequent absences from work.

**10.08 Bereavement**

An Employee shall be granted up to five (5) regularly schedule work days leave without loss of pay and benefits in the case of death of a parent, spouse, sibling, child, mother-in-law, father-in-law, grandparent, grandchild; and two (2) regularly scheduled work days in the case of a sister-in-law, brother-in-law, aunt, uncle, niece or nephew.

At the discretion of the Executive Director, additional unpaid leave may be granted upon request. Such request will not unreasonably be denied.

The Employer shall grant up to one (1) day leave with pay to a LINC instructor to attend a funeral.

**10.09 Jury Duty/Subpoena**

A LINC instructor who is called for jury duty or is subpoenaed as a witness in a matter in which the employee is not a party or not the accused and who as a result thereof loses time from work shall receive the employee's salary for each day so lost. The Employer may require the employee to furnish a certificate of service signed by the Clerk of the Court before making such payment and the employee shall give the employer any witness or juror fees received.

## **Article 11 – Grievance Procedures**

### **11.01 Definition of a Grievance**

A grievance may arise from a dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement. Employees are encouraged, in the first instances, to discuss complaints with their immediate Supervisor.

Employees are encouraged to speak to a Steward in regards to issues concerning the Collective Agreement and/or prior to submitting a grievance, in writing.

### **11.02 a) Settling a Grievance(s)**

An earnest effort shall be made to settle grievances in the following manner:

#### **Step 1**

The aggrieved Employee will submit the grievance, in writing, to his/her Steward, Chief Steward and/or a member of the Grievance Committee, not later than twelve (12) working days after the dispute has arisen. At each Step of the grievance procedure, the grievor shall have the right to be present.

If the Grievance Committee considers the grievance to be justified, they will, within five (5) working days after receiving the grievance, proceed to Step 2. The grievance shall be signed by both the grievor and the Steward.

#### **Step 2**

If the Employee's immediate Supervisor is a Manager or a Director, this Step 2 will be omitted. The Grievance Committee will seek to settle the dispute with the Employee's immediate Supervisor. Failing satisfactory settlement within five (5) working days, after the dispute was submitted to the Supervisor, proceed to Step 3.

### Step 3

The Grievance Committee will, within five (5) working days, submit the written grievance to the Executive Director who shall hold a meeting with the Grievance Committee and the Representative of the Union within five (5) working days after receipt of such notice and shall render his/her decision within five (5) working days following conclusion of the meeting(s). Failing satisfactory settlement, either party may proceed to arbitration.

#### **11.02 b) Arbitration**

- i) Both parties to this agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure outlined above, and which has not been settled, may be referred to a Board of Arbitration at the written request of either the Union or the Employer with fifteen (15) working days of the reply under Step 3 of the grievance procedure.
- ii) No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance.
- iii) The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as the Chair chosen by the other two members of the Board.
- iv) When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party indicating the name of its nominee to the Board of Arbitration. Within fifteen (15) working days of the request of either party for a Board, the other party shall answer, in writing, indicating the name of its nominee to the Arbitration Board.
- v) Should the two (2) nominees fail to agree on a third person within fifteen (15) working days of the notification mentioned in (iii) above, the Minister of Labour will be asked to nominate a person to act as Chair of the Arbitration Board.

- vi) The Union and the Employer may agree to a sole arbitrator. The other party shall within five (5) working days of receipt of any such notice reply in writing stating whether arbitration by a sole arbitrator is acceptable.
- vii) If in the reply referred to in (v), the other party states that arbitration by a sole arbitrator is acceptable, the parties shall endeavor to agree upon the selection of a sole arbitrator. If the parties fail to select a sole arbitrator within ten (10) working days, the Ministry of Labour upon the written request by either party should make the appointment.
- viii) The decision of the Board of Arbitration, or a majority thereof, or sole arbitrator, shall be binding on both parties.
- ix) The Board of Arbitration, or a sole arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- x) Each of the parties to this Agreement will bear the expenses of their nominee and will jointly bear the fees and expenses, if any, of the Chair or sole arbitrator.
- xi) Witness fees and allowances shall be paid by the party calling on the witness.

### **11.03 Time Limits**

No grievance shall be considered which has not been processed in accordance with the provisions of Article 11.02 or if the grievance is not filed within fifteen (15) working days following the date on which the alleged circumstances giving rise to the grievance occurred or within fifteen (15) working days of the date on which the Employee could reasonably have been expected to have knowledge of the circumstances which prompted the grievance. A grievance which has not been processed within the time limits set forth in this Article shall be deemed to have been abandoned. A grievance that has been accepted shall progress automatically through the grievance procedures.

#### **11.04 a) Policy Grievances**

Where a dispute involving a question of general application or interpretation occurs, either Party may file a grievance, in writing, with the other setting forth the particulars of the dispute and failing satisfactory settlement within fifteen (15) working days after the dispute has been filed the initiating Party shall have the right to avail itself of the grievance procedure starting at Step 3.

#### **b) Group Grievance**

Where a number of employees who have the same grievance and each employee would be entitled to grieve separately, they may present a group grievance signed by each grievor and such written grievance shall be originated under Step 3.

#### **11.05 Replies in Writing**

Replies to grievances stating reasons shall be in writing at all stages.

#### **11.06 Facilities and Resources for Grievances**

The Employer shall supply the necessary facilities for the grievance meeting.

It is agreed that the Union may use the Employer's communication equipment i.e. email, fax machine etc. when processing and dealing with grievances. The Employer will accept copied/electronic grievances.

The Union shall notify by telephone the recipient of a faxed copy of a grievance prior to faxing it.

#### **11.07 Discharge or Suspension Procedure**

An Employee may be dismissed, but only for just cause, and only upon the authority of the Executive Director and/or Managers assigned such authority by the Executive Director. When an Employee is discharged or suspended, he/she shall be given the reason in the presence of his/her Steward. Such Employee and the Union shall be advised promptly, in writing, by the Employer of the reason for such discharge or suspension.

#### **11.08 Discharge or Suspension Grievance**

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Step 1 and 2 of the grievance procedure shall be omitted in such cases.

#### **11.09 Unjust Suspension or Discharge**

If his/her suspension or discharge has been found to be unjust he/she shall be reinstated in his/her former position without loss or seniority or earnings for all time lost. If the matter is taken to arbitration in accordance with the provisions of this Agreement, and the Board of Arbitration determines that he/she has been suspended or discharged without just cause, the Board may substitute such other penalty for the suspension or discharge as the Board sees just and reasonable in all the circumstances.

#### **11.10 Reprimand**

An Employee who has completed his/her probationary period, shall have the right of a steward present whenever the Employer or his/her authorized agent deems it necessary to reprimand or discipline an Employee, in a manner indicating that dismissal may follow any further infraction or may follow if such Employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such reprimand or discipline with a copy to the Employee involved, and a copy to the Union.

#### **11.11 Adverse Report**

The Employer shall notify an Employee, in writing, of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performances, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her at any time. This Article shall be applicable to any complaint or accusation, which may be detrimental to Employee's advancement or standing with the Employer.

The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

## 11.12 Personnel File

Employment files maintained in the Human Resources Department shall be the only documents used in making any determination regarding any LINC instructor's employment. Access to an employment file may occur once per year at a mutually convenient time in the presence of a supervisor or designate. Any copies of documents contained in the employment file must be made at the instructor's own expense.

An adverse Report or notation, letter of reprimand, warning, suspension or infraction shall be removed from an employee's file after a period of thirty-six (36) months from the date of the infraction provided there has been no adverse Report or notation, letter of reprimand, warning, suspension or infraction within the previous twenty-four (24) month period.

## Article 12 – Method of Payment

12.01 LINC instructors shall be paid per hour of work as follows:

Effective April 1, 2018	\$37.51
Effective April 1, 2019	\$38.00
Effective April 1, 2020	\$38.61

12.02 The rate outlined in 12.01 is exclusive of vacation pay, which shall be paid out on a bi-weekly basis.

12.03 Statutory holidays shall be paid in accordance with Article 14.

12.04 Employees shall receive **twelve (12)** vacation days to be paid five (5) days at March Break and **seven (7)** days at Christmas Break. Paid vacation shall be prorated when unpaid leaves of absence exceed twenty (20) working days in any calendar year, **excluding the summer lay-off period.**



## **Article 13 – Hours of Work**

### **13.01 Hours of Work**

The hours of work for a regular workweek shall be twenty-five (25) hours per week, excluding one unpaid lunch break. Where instructors are required to work continuously for five (5) hours or more, they are entitled to one unpaid lunch break of not more than forty-five (45) minutes and not less than thirty (30) minutes per day.

A workday shall consist of hours worked consecutively.

## **Article 14 – Statutory Holidays**

**14.01** For the purpose of this Article the following shall be specified as paid holidays under this Agreement and a holiday means:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day (December 26), Floating Day.

Employees who belong to religious faiths other than Christian shall be allowed paid time off to observe their major holidays, to a maximum of two (2) days annually. Time off to observe a Religious Holiday will only be granted if the Holiday falls on a work day. The employee's manager will be advised at the beginning of the year as to when the employee will be off.

- 14.02** a) A LINC Instructor shall be paid at the instructor's applicable hourly rate for the specified holidays listed in 14.01 provided that one of the following conditions exists:
- i) the instructor has worked his/her scheduled work day immediately prior to and following the specified holiday ("qualifying days") ;
  - ii) the instructor is on a leave of absence with pay on either or both of the qualifying days;

- iii) the instructor is suffering from sickness, as defined by Article 10.05, which requires the instructor to be absent on either or both of the qualifying days, which absence is supported by a Physician's certificate to that effect, or;
  - iv) the holiday is one of the instructor's regular days off;
  - v) If the instructor is on an approved leave of absence without pay on Easter Monday, he/she shall not forfeit regular pay for Good Friday.
- b) A LINC instructor shall not be paid for the specified holidays if any of the following conditions exists:
- i) the instructor is absent without permission on either or both of the qualifying days;
  - ii) the instructor has been granted leave of absence without pay for such holiday, or;
  - iii) the instructor has been instructed to report for work on a specified holiday and has failed to do so;
  - iv) the instructor is absent due to illness or injury on either or both of the qualifying days and has failed to submit a physician's certificate immediately upon the instructor's return to work.

**14.03** A holiday shall be considered as commencing at 12 midnight of the day preceding the holiday and ending 12 midnight on the holiday.

## **Article 15 – Seniority/Job Security, Redundancy**

### **15.01 Seniority**

Seniority is the length of continuous service with COSTI as a member of the bargaining unit and shall be the prime factor in determining preference for promotion, demotion, transfers (except as noted in Article 15.04), layoffs, cut back or recall, where all other factors are relatively equal, providing the senior Employee has the required qualifications and ability to perform the required work. When a LINC instructor finishes his/her probationary period, the LINC instructor's seniority shall date from the first day worked. Seniority is lost when a LINC instructor:

- a) resigns or abandons employment
- b) is discharged and is not reinstated through the grievance and arbitration mechanism
- c) is laid off and is not recalled within a period of eighteen (18) consecutive months
- d) fails to report to work on the date and at the time specified in a notice of recall to work following a layoff. Notice to return to work shall be in writing and shall be deemed to be sufficient if sent by registered mail to the instructor's last known address on file with COSTI. The written notice of return to work will provide the employee with seven (7) calendar days of lead-time.
- e) fails to return from a leave of absence on the prearranged return to work date, unless reasonable explanation acceptable to COSTI is given for the late return.

**15.02** COSTI shall maintain a seniority list for LINC Instructors.

**15.03** The seniority list will be posted by October 31st each school year, which includes seniority accumulated up to September 30th. A copy of the list shall be sent to the President of the Union by the same date.

## 15.04 Lay-off and Recall

### A. Definition

A layoff is defined as a reduction of the workforce or a reduction in the hours of work or wages.

### B. Lay-off Procedure

- (i) In all cases of layoffs (other than layoffs of a temporary nature, i.e. two (2) weeks or less), LINC instructors shall be laid off in reverse order of their seniority ranking, provided that COSTI may retain sufficient LINC instructors who possess the necessary qualifications, ability, knowledge and skill to perform the jobs available.
- (ii) Where a full-time position has been reduced, subject to service considerations, every effort will be made to combine positions to sustain full-time work. The Union will be informed of these efforts. Where the affected employee declines to accept a combined position, the full-time combined position shall be posted as per Article 16.

At no time will one part-time position be offered to a full-time employee whose full-time position has been reduced.

- (iii) If the position(s) left open by the laid off Instructors are still needed and there are position(s) filled by the remaining Instructors that are not needed, the following shall apply. The remaining Instructors that hold position(s) that are no longer required, shall be transferred and, where available, be given a choice in order of their seniority from all available bargaining unit positions for which they possess the necessary qualifications, ability, knowledge and skills. (All available bargaining unit positions are defined as the position(s) that the laid off Instructors vacated, and any current vacancies.)
- (iv) **Notice Period**

Employees will be given at least ten (10) working days' notice of layoff or notice as required by the Employment Standards Act, whichever is greater.

A copy of such notice shall be forwarded to the President of CUPE Local 2221-1, at least one day prior.

### **C. Retirement Allowance / Voluntary Exit Option**

Prior to issuing notice of layoff pursuant to article 15.04 B (iv), the Employer will identify the affected junior employee(s) at the centre where a reduction is occurring. If the affected employee is willing, qualified and capable of performing the work of employees in the same job classification level at the same centre where the reduction is occurring then the following will apply:

#### **a) Retirement Allowance**

The Employer may offer early-retirement allowance to eligible employees. Employees shall be deemed to be eligible for early retirement if they reach the age of 55 at the time of the layoff notice, and their position has been identified as one that the affected junior employee is willing, qualified and capable of performing.

The allowance will be offered in order of seniority at the centre where the reduction is occurring. The maximum number of employees within the affected job classification level who elect early retirement shall be equivalent to the number of employees within the affected position(s) at the centre where the reduction is occurring.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of one week's salary for each year of seniority, plus a prorated amount for any additional partial year of seniority, to a maximum ceiling of fifty-two (52) weeks' salary.

#### **b) Voluntary Exit Option**

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Employer may offer a voluntary early exit option in accordance with the following conditions:

- i) The Employer will first make offers to the job classification level in the centre where the reduction is occurring if their position has been identified as one that the affected junior employee is willing, qualified and capable of performing. If more employees than are required are interested, the Employer will make its decision based on seniority.
- ii) The number of voluntary early exit options the Employer approves will not exceed the number of employees within the affected position(s) at the centre where the reduction is occurring. The last day of employment for an employee who accepts a voluntary early exit option will be at the Employer's discretion and will be no earlier than ten (10) working days immediately following the employee's written acceptance of the offer.
- iii) An employee who elects voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of one (1) week's salary for each year of seniority, to a maximum of fifty-two (52) weeks' pay.

#### **D. Recall**

- (i) In all cases of recall after layoff, LINC instructors shall be recalled in accordance with their seniority ranking, provided that they have the necessary qualifications, ability, knowledge and skill to perform the jobs available.
- (ii) LINC instructors on the recall list may receive severance by surrendering their recall rights in writing. LINC instructors who elect to receive severance are entitled to severance pay in accordance with the *Ontario Employment Standards Act* as amended.
- (iii) The Employee shall have five (5) working days to respond to the job posting.

- (iv) A laid off Employee on recall, will be given priority consideration for any vacancy, once the posting procedure in Article 16 has been completed, provided that they are qualified to perform the duties and there is no other laid off Employee on recall with greater seniority who has applied to the vacancy, pursuant to this provision.

In this case the following will occur;

1. The vacancy shall be posted in accordance with Article 16;
2. The laid off Employee on recall shall be offered the vacancy on an interim basis;
3. If no Employee applies for the vacancy, the laid off Employee on recall shall assume the position;
4. If a current Employee assumes the position, the Employee's position shall be posted, and this process will continue until there are no further internal applicants for the posting;
5. The remaining position will be assumed by the laid off Employee on recall who was put into the original vacancy on an interim basis;
6. The newly assigned positions will commence at the beginning of the next teaching cycle.

#### **E. Service and Seniority**

- (i) An Employee who has been on layoff for more than eighteen (18) months or half of his/her seniority, whichever is less, shall lose all rights of recall and seniority.
- (ii) Where an Employee has been laid off, in accordance with this Article, and subsequently recalled, the period of layoff shall not be included in determining the length of continuous service.
- (iii) No LINC instructor shall be laid off while a probationary LINC instructor is employed. No probationary LINC instructor shall be rehired or recalled for a position while a LINC instructor who is capable of doing that job remains laid off and is willing to return to work.

## **F. Severance**

- (i) LINC instructors on the recall list shall be provided, by registered mail at the Employee's last known address, with copies of job postings for positions for which the laid-off Employee is qualified, for a period of eighteen (18) months or half of his/her seniority, whichever is less, from the date of layoff.
- (ii) COSTI shall inform the Union of the names of all LINC instructor(s) who surrender their recall rights and have elected severance pay.
- (iii) In the event of no Union vacancies becoming available during the Employee's recall period, severance shall be paid in accordance with the *Employment Standards Act*.

## **Article 16 – Job Posting**

**16.01** When a permanent, or temporary vacancy of six (6) months or more occurs in any job classification covered by this Agreement or a new job classification covered by this Agreement is created, then COSTI, if it determines to fill such vacancy, will do so as follows:

COSTI shall post any such vacancy within ten (10) working days of a position becoming vacant. The Union will be notified of the posting or consulted if an extension is required.

COSTI shall consider the following two (2) factors in determining which LINC instructor is to be selected:

- a) the seniority of the applicants in their classification, and
- b) the ability, knowledge, experience, training and skill of the applicant to do the job.

When in the judgement of COSTI, which shall not be exercised in any unfair and unreasonable manner, factor (b) is relatively equal as between two (2) or more applicants, their seniority shall govern. If none of its existing LINC instructors is qualified to fill a vacancy, COSTI may engage an instructor from any other source.



LINC instructors employed by COSTI shall be given priority in the filling of new or vacant positions, **as per the aforementioned requirements.**

### **For Permanent Vacancies**

A full-time permanent position will be posted for ten (10) working days setting forth the duties of this position, the site involved, the rate of pay and the desired qualifications. Any employee may apply for such position in writing within such ten (10) days.

### **For Temporary Vacancies – More Than Six (6) Months**

A full-time temporary vacancy will be posted for ten (10) working days setting forth the duties of this position and the site involved. Any LINC instructor may apply for such position in writing within such ten (10) days. COSTI shall be entitled to assign a supply employee to fill the position of the LINC instructor who fills such temporary vacancy.

A LINC instructor who accepts a full-time temporary vacancy shall remain in that position for the duration of the assignment. LINC instructors are eligible to post to permanent positions but cannot move until assignment ends.

### **For Temporary Vacancies – Less Than Six (6) Months**

Full-time hours will be filled with a supply employee.

**16.02** If a LINC instructor is assigned to a position outside of the bargaining unit for a period of less than one year, then the LINC instructor shall continue to be covered by the terms of the collective agreement during the temporary assignment.

### **16.03 Changes to Curriculum**

The Union shall be notified and consulted in advance of any restructuring or combining of curriculum levels and the reassignment of teachers to teach at new levels.

If a LINC Instructors' qualifications, ability, knowledge and skills, exclude him/her from the opportunity to teach a restructured LINC curriculum, or new LINC level, the Instructor shall be given three (3) months to obtain the necessary preparation/training.

**When changes in curriculum or classes being offered in a specific location is expected to impact the current work assignment of two or more Instructors, the affected Instructors will be consulted prior to assigning the new work assignments. The selection of new class assignments in that specific location will be determined on the basis of seniority and competencies as stated in the preceding paragraph.**

#### **16.04 Notification to Union**

Upon filling the position COSTI will provide the Union notification in writing of the successful applicant.

### **Article 17 – Benefits**

**17.01** Instructors may participate in COSTI's group life insurance, major medical and dental plan at one hundred percent (100%) cost to the instructor.

#### Dental

Effective date of ratification, all members shall be enrolled in a dental plan the premium of which shall be paid by the employer. Coverage shall be at 80% of claims and will be paid at the ODA rates, which are two years behind current year.

**Dental coverage is as described in the “Industrial Alliance Group insurance, Plan Description, Class F” Booklet and shall cover all employees up to the age of 75.**

#### Registered Pension Plan

Effective June 30, 2016 the Employer will replace the RRSP Plan with the Multi-Sector Pension Plan (MSPP) for all employees with a contribution rate of 3.0%, on a matching basis. **Effective April 1, 2019 the contribution rate will be increased to 4.0% on a matching basis.**

\*The Multi-Sector Pension Plan Required Collective Agreement Language (2012) will be integrated into the Collective Agreement as Appendix A.

## Vision Care

The Employer agrees to provide vision care of **\$400** per 24-month period. Vision Care includes the cost of prescription lenses and/or eye examinations.

The Employer agrees that the employee may, on one occasion only, use the **\$500** for the purpose of laser eye surgery.

**17.02** Whenever the Employer proposes to change insurance carrier, or proposes a change to any benefit, the Employer agrees to meet with the Union prior to a final decision being made. Every effort shall be made to maintain the existing level of benefits.

### **17.03 EI Rebate**

COSTI agrees to apply to Service Canada for the EI Premium Reduction Program. (E.I. Rebate).

It is agreed that should COSTI be eligible for the EI Rebate, the Employee's portion of the rebate shall be paid to the Union. The Union agrees to use the rebate for the benefits of the employees covered by this Collective Agreement.

### **17.04 Workplace Safety and Insurance Board and Modified Work**

#### **a) Workplace Safety and Insurance Board**

Insurance is provided for Employees in the event of an accident occurring while engaged on COSTI business through the Workplace Safety and Insurance Board (WSIB).

Where an Employee suffers a workplace injury, the Employer agrees to supply the Union with a copy of the Workplace Safety and Insurance Board's Form 7 (Employer's Report and Accidental Injury or Industrial Disease) at the same time as the form is sent to the Board, or as soon as practicable.

The Employer shall notify the Union by the fifteenth (15<sup>th</sup>) of each month, of the names of all bargaining unit Employees off work due to a work-related injury whether or not the Employee is in receipt of Worker's Compensation (WSIB) benefits.

b) **Modified Work**

The Employer and the Union agree that Employees, who have been off work due to work related injury, accident or illness, resulting in temporary/permanent impairment or disability, should be returned to active employment as quickly as possible. In recognition of the above, and both the Employer's and the Union's legal obligations under the Ontario Human Rights Code, the Employer and the Union agree to work together to identify suitable work for Employees returning to work and requiring accommodations.

**Article 18 – Technological Change**

**18.01** COSTI agrees to notify the Union in advance, of any technological changes which would result in the loss of employment or layoff of any employee in the bargaining unit. COSTI also agrees to discuss with the Union practical ways and means of minimizing the effect upon the employees concerned prior to layoff.

Any training required as a result of a technological change will be provided by COSTI.

**Article 19 – Miscellaneous**

**19.01** The Union may request to use meeting space within COSTI for Union business after business hours, at no cost to the Union. Such requests are to be sent to the Executive Director.

**19.02** COSTI shall provide space on a bulletin board, in each work site where the LINC program is taught, accessible to the LINC instructors and upon which the Union shall have the right to post notices related to Union business. Notices shall be subject to approval by the Executive Director or designate.

**19.03** All correspondence between COSTI and the Union arising out of this Agreement, or incidental thereto, shall pass to and from the Executive Director or designate and the President of the Union.

#### **19.04 Supply Teachers**

The Employer shall provide each LINC Instructor with a list of Supply Teachers, updated quarterly, and also posted on the organization Intranet.

**19.05** COSTI supports the attendance of all full-time LINC Instructors at the annual T.E.S.L. conference for professional development purposes. COSTI will therefore reimburse up to \$100 per instructor for costs incurred in attending the annual conference. The Employer agrees that no instructor will suffer any loss of pay in order to attend.

#### **19.06 Inclement Weather**

When Employees are sent home because of inclement weather, there shall be no loss of pay. Whenever any centre(s) is/ are closed and/or classes are cancelled because of inclement weather, Employees at that/ those centre(s) shall be permitted to leave at the same time. It shall be that Employer's responsibility to notify each centre immediately concerning such.

#### **19.07 Use of Volunteers**

The Employer agrees that the use of volunteers will not cause any reduction in hours of work to bargaining unit Employees. Upon request by the Union, when an issue about a specific volunteer's work arises, the Employer will provide within ten (10) working days a summary of the duties performed by such volunteer.

**19.08** Where a payroll error has occurred in excess of one-hundred and eighty (\$180.00) dollars for which the Employer is responsible and such error has been verified by the payroll department, upon request an employee may obtain an advance by way of separate cheque in the amount of the error, within three (3) business days.

**19.09** **Where practical, the Employer will make sufficient and adequate resources available for the Instructors to carry out the Employer's expectations of curriculum delivery.**

**Article 20 – Distribution of Agreement**

**20.01** Every instructor belonging to the Union shall be provided with a copy of the Collective Agreement.

The Employer and the Union shall share the cost of printing the Collective agreement on a 50/50 basis.

**Article 21 – Duration of Agreement**

**21.01** This agreement shall be binding and remains in effect from April 1, 2018 until March 31, 2021 and shall continue from year to year thereafter unless either Party gives to the other Party notice to bargain, in writing, within ninety (90) days of the expiry date of this agreement.

In witness whereof, the parties have signed at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

For COSTI Immigrant Services:

For the Canadian Union of Public Employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding #1**

**between  
COSTI IMMIGRANT SERVICES  
and  
the CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 2221-1**

**Re: Performance Evaluation Process**

---

A joint committee consisting of six (6) representatives, three from the employer and three from the union will remain engaged to conduct an ongoing review and/ or modification of the Performance Evaluation Process for consistency of application, including timelines and process. The Union representatives will be elected or selected by the Executive Board of the Union.

The Performance Evaluation Process Implemented by the employer shall be subject to consultation with the Union.

LINC Instructors will be informed of the LINC Performance Evaluation Process and its on-going implementation.

In witness whereof, the parties have signed at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

For COSTI Immigrant Services:

For the Canadian Union of Public Employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding #2**

**between  
COSTI IMMIGRANT SERVICES  
and  
the CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 2221-1**

**Re: Staff Training and Development Programs and/or Information Sessions**

---

Once a year the Employer agrees to meet with the Union to discuss appropriate and relevant Staff Training and Development Programs and/or information sessions.

Such sessions will not conflict with the annual T.E.S.L. conference in Article 19.06

In witness whereof, the parties have signed at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

For COSTI Immigrant Services:

For the Canadian Union of Public Employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Letter of Understanding #3**

**between  
COSTI IMMIGRANT SERVICES  
and  
the CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 2221-1**

**Re: Hours of Work**

---

Subject to continued funding and program viability, LINC instructors employed by COSTI as of September 1, 2007 shall continue to work a regular 9:00AM to 2:45 PM, Monday to Friday work week, unless mutually agreed by the employer and the Union.

In witness whereof, the parties have signed at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

For COSTI Immigrant Services:

For the Canadian Union of Public  
Employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding #4**

**between  
COSTI IMMIGRANT SERVICES  
and  
the CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 2221-1**

**Re: Reduction of Hours**

---

Whereas the work year is defined as twelve months (Article 2.02);

And whereas, funding by the Funders for COSTI LINC Instructors **in all centres** has been reduced on an on-going and go forward basis;

And whereas, employees are entitled to lay-off and recall rights (Article 15.04);

Therefore, the parties agree to the following protocol as it pertains to the summer closure:

1. Instructors will be issued a lay-off notice and a Record of Employment (ROE), for the period for which they are not employed for a full twelve months. This shall occur for each period of lay-off as long as the reduction in hours is maintained. A printed copy of the ROE shall be provided to the instructor no later than five (5) working days following the last salary payment.
2. Such employees shall have first priority for summer supply blocks prior to supply list Instructors being called.
3. Should the hours for **any centre** be restored **Article 15.04 shall apply for the purposes of recall rights.**

In witness whereof, the parties have signed at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

For COSTI Immigrant Services:

For the Canadian Union of Public Employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding #5**

between  
**COSTI IMMIGRANT SERVICES**  
and  
the **CANADIAN UNION OF PUBLIC EMPLOYEES**  
**Local 2221-1**

**Re: Professional Development**

---

The Employer commits to working with **IRCC** to promote professional development resources and/ or funds for LINC Instructors.

Portfolio Based Language Assessment (PBLA) preparation time free from teaching duties (exclusive of lunch and break periods) will be compensated (as per Article 12.01), whether within scheduled class time, or in addition to scheduled class time, **subject to IRCC approval.**

Furthermore, **where** any additional Professional Development **is** approved by the funder for any other initiative required by the funder or the Employer, **and where such training cannot be scheduled during regular working hours, such training hours shall be paid at the employee's regular rate.**

The Employer commits to make such resources and/ or funds available to LINC Instructors if and when they become available and subject to the conditions and parameters set by **IRCC.**

In witness whereof, the parties have signed at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

For COSTI Immigrant Services:

For the Canadian Union of Public Employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding #6**

**between  
COSTI IMMIGRANT SERVICES  
and  
the CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 2221-1**

**Re: Wages**

---

The Employer commits that if during the life of this Agreement, additional funds are received from **IRCC** for the purpose of providing wage increases for LINC Instructors, the Employer agrees to adjust the wages accordingly. The Employer agrees to meet with the Union on an annual basis to review the **IRCC** LINC funding contract.

In witness whereof, the parties have signed at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

For COSTI Immigrant Services:

For the Canadian Union of Public Employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding #7**

**between  
COSTI IMMIGRANT SERVICES  
and  
the CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 2221-1**

**Re: Inclement Weather Alternate Reporting Procedure**

---

COSTI and the Union agree to test the following procedure during the life of this Collective Agreement. The viability of this procedure shall be reviewed prior to the end of this Agreement.

Whereas the Collective Agreement provides for Inclement Weather provisions (Article 19.08);

And whereas, many Instructors live in cities outside of the geographical area in which they work;

Therefore, the parties agree to the following protocol for Inclement Weather days:

1. No later than October 31<sup>st</sup> of each year, the Employer will request that Instructors indicate whether or not they wish to participate in the inclement weather alternate reporting procedure.
2. Should two or more Instructors wish to participate, the Parties will meet to determine if there are appropriate exchanges to consider. The Parties will review the geographical location of each of the Instructors place of residence and place of work.
3. Without prejudice to the Employer's position on the experience required to teach specific levels, if appropriate matches are agreed upon, the Employer will issue confirmation of approval for alternate reporting to the Employees and the Managers of the affected centres, with a copy to the Union.

4. From November 1 to April 30 of each year, if Environment Canada issues a winter weather "Warning" alert (the fourth and highest level of alerts) between 9 p.m. and 9 a.m. for inclement weather to occur in the city in which the Instructor works during the following teaching day (up to 3:00 p.m.) then the predetermined exchanges may take place. A winter weather "Warning" alert must only be in place for one of the Instructors' workplace cities, in order for the exchange to occur.
  
5. It will be the Instructors' responsibility to contact their approved exchange partner, to confirm that both parties wish to enact the alternate reporting procedure. When the Instructors agree to the exchange, they will confirm by email with their Managers that they will be reporting to their approved exchange location.

In witness whereof, the parties have signed at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

For COSTI Immigrant Services:

For the Canadian Union of Public Employees:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**Letter of Understanding #8**

**between  
COSTI IMMIGRANT SERVICES  
and  
the CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 2221-1**

The Employer and the Union agree to meet within four (4) months of ratification of this collective agreement to discuss how the Client Complaint Management Policy is applied at COSTI, with the intent of clarifying the role of conflict resolution and problem solving in addressing complaints.

In witness whereof, the parties have signed at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

For COSTI Immigrant Services:

For the Canadian Union of Public  
Employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding #9**

between  
**COSTI IMMIGRANT SERVICES**  
and  
the **CANADIAN UNION OF PUBLIC EMPLOYEES**  
Local 2221-1

**Re: Job Evaluation**

---

Where duties and responsibilities of a current bargaining unit member have changed significantly (where the potential for reclassification exists), or when a new position is created, the Union or an employee may request that the position(s) be evaluated.

A Joint Job Evaluation Committee shall be formed to review and evaluate the position(s), with three (3) Representatives from Management and three (3) Representatives from the Union.

The Parties will meet to evaluate the position(s) and render their decision within ninety (90) days of the request for evaluation. Where a higher pay rate is required, it will be retroactive to the date of request.

In cases where the Joint Committee is unable to agree on an outcome, the Parties shall take whatever actions are necessary to resolve the dispute, including but not limited to the mediation/arbitration process. The Mediator/Arbitrator shall be selected within 30 days of the Committee reaching an impasse, and the mediation/arbitration process shall be carried out within 60 days of having selected a Mediator/Arbitrator. The decision of the Mediator/Arbitrator shall be final and binding on both Parties. Timelines can be extended by mutual agreement.

Each staff member has the right to appeal the decision of the Committee providing they can show new information that was not previously considered when assessing their job. New information will be evaluated by the Committee.

In witness whereof, the parties have signed at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

For COSTI Immigrant Services:

For the Canadian Union of Public Employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix 'A'

### **MULTI-SECTOR PENSION PLAN REQUIRED COLLECTIVE AGREEMENT LANGUAGE (2012)**

In this Article, the terms used shall have the meanings described:

1.

- (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
  - i) the straight time component of hours worked on a holiday; and
  - ii) holiday pay, for the hours not worked; and
  - iii) vacation pay; and
  - iv) sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
  - v) \_\_\_\_\_ N/A \_\_\_\_\_;

All other payments, premiums, allowances and similar payments are excluded.

- (a) "Eligible Employee" means all employees in the bargaining unit who have completed 500 hours of employment with the employer.
2. Commencing June 30, 2016 each Eligible Employee shall contribute for each pay period an amount equal to 3% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3% of Applicable Wages to the Plan.

**Commencing April 1, 2019 each Eligible Employee shall contribute for each pay period an amount equal to 4% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 4% of Applicable Wages to the Plan.**

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) To be Provided at Plan Commencement

date of hire;

date of birth;

Social Insurance Number;

date of first contribution;

seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);

gender.

(b) To be Provided with each Remittance

name;

Social Insurance Number;

monthly remittance;

pensionable earnings;

year to date contributions;

employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be Provided Initially and as Status Changes

full address;

termination date where applicable (MM/DD/YY)

marital status, and any change to marital status;

date of death (if applicable);

(d) To be Provided Annually but no later than December 31

current complete address listing for all Eligible Employees;

period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);

period(s) of lay-off, while subject to recall;

period(s) of absence for pregnancy or parental leave;

period(s) of strike or lockout;

other leaves of absence.

hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time, **and as per the Participation Agreement entered into with the Trustees of the Plan.**

## **ADDENDUM**

The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.