

COLLECTIVE AGREEMENT

Between

**COSTI IMMIGRANT SERVICES
(Hereinafter referred to as COSTI)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2221**

April 1, 2017– March 31, 2020

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ARTICLE 1 – PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its Employees, and to provide the machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, wages, and other conditions of employment for all Employees who are subject to the provisions of this Agreement.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Union as the sole Collective Bargaining Agent for all Employees of COSTI, save and except persons employed for not more than twenty-one (21) hours per week, students employed during their holiday period, persons holding supervisory positions including those on secondment, clerical and central administration positions at the Head Office and persons on temporary contracts of one (1) year or less, unless such contracts are renewed. It is also understood should an employee who has been in the bargaining unit for six months or more and their hours are reduced below 21 hours per week they shall remain in the bargaining unit for a period not to exceed twelve (12) months or half of their seniority, whichever is less.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not work in any jobs that are included in the Bargaining Unit except in absences of short duration such as, sickness, holidays, coffee breaks, emergencies, or other circumstances agreed to by the Parties. In the case of “other circumstances” agreement by the Parties shall be reached prior to the commencement of such work.

2.03 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or the Employer’s Representative which may conflict with the terms of this Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01** The Management of the Employer’s operations and the direction of its Employees shall be vested exclusively in the Employer, and without limiting the generality of the foregoing, shall include, among other things, the right to hire, discharge, transfer, promote, demote and discipline Employees subject to the terms of this Agreement. The Employer shall not exercise its rights to direct the working forces in a discriminatory manner.

ARTICLE 4 – STRIKES AND LOCKOUTS

- 4.01** There shall be no lockouts by the Employer during the term of this Agreement nor shall there be any illegal work interruption, work stoppage, strike, sit down or slowdown by any Employee or Employees during the term of this Agreement.

ARTICLE 5 – UNION SECURITY AND CHECK OFF

5.01 All Employees to be Members

All Employees covered by the Agreement, as a condition of employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. New Employees of the Employer, covered by this Agreement, shall become members in good standing in the Union upon completion of their probationary period.

5.02 Dues Deduction

The Employer agrees to deduct from the bi-weekly pay of every Employee covered by the Agreement, to whom any pay is due, any monthly dues or assessment levied in accordance with the Union By-Laws, and owing by the Employee to the Union. The total amount of said dues shall be forwarded to the National Treasurer of the Union not later than the 15th day of the month following the month in which such deductions are made, together with a list of the names of all Employees from whose pay dues were so deducted, with a copy sent to the Treasurer of the Local.

The Union shall advise the Employer, in writing, of the amount of Union dues to be deducted from every Employee covered by this Agreement and of any changes in the amounts from time to time. The Union shall advise the Employer, in writing, of the name and address of the National Treasurer of the Union and of any changes.

5.03 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

The Employer shall provide a list of all new employees at the beginning of each month to the Union including probationary employees.

5.04 Copies of the Agreement

On commencing employment, the Employee's immediate Supervisor shall introduce the new Employee to his/her Union Steward or Representative. The Steward or Representative will provide him/her with a copy of the Collective Agreement.

5.05 Interviewing Opportunity

A Representative of the Union shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

5.06 T-4 Slips

At the same time the Income Tax – T-4 slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

5.07 Contracting Out

In order to provide job security for the members of the bargaining unit, the employer agrees that all work performed by bargaining unit employees shall not be contracted out if such results in the layoff of bargaining unit employees.

ARTICLE 6 – NO DISCRIMINATION

6.01 Compliance

The Employer and the Union agree to comply in all respects with the provisions of the Ontario Human Rights Code, the Charter of Rights and Freedoms, and the Ontario Labour Relations Act.

6.02 Plural or Feminine Terms may apply

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so required.

6.03 Common-Law Relationships

For the purpose of this Agreement, spouse designates wife or husband; common-law wife or husband where the couple have been living together for at least one (1) year and the spouse is designated by the Employee. A common-law relationship may be between two (2) people of the same sex. All family relationships include those relationships flowing from common-law relationships. For the purposes of leaves, Common-law relationships will be recognized in Articles 15.01, 18.02, 18.03, 18.04, and 18.05.

6.04 Personal Harassment

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 Employee 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 **Step 2** of the grievance procedure, the grievance will automatically be sent forward to **Step 3**.

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 7 – CORRESPONDENCE

7.01 Protocol

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director and the Secretary of the Union.

7.02 Names and Addresses

The employer shall supply the Local Union upon request but not more than 4 times per year, with an updated membership listing including names, addresses, phone number and work site on file for each employee.

7.03 List of New Employees

Once each month the Employer will supply, to the Union, a list of the names and addresses of all employees covered by the Agreement who were hired, promoted, demoted, laid-off, transferred, given notice of recall or recalled, resigns, retires, or whose employment was terminated the previous month.

ARTICLE 8 – UNION REPRESENTATION

8.01 Notify Names of Stewards and Staff

The Union shall notify the Employer, in writing, of the names of each Steward and the department(s) he/she represents and the name of the Chief Steward before the Employer shall be required to recognize him/her. The Employer will provide the Union with the names of all supervisory staff with whom it is required to perform business.

8.02 Grievance and Negotiation Committee

The Employer acknowledges the right of the Union to elect or otherwise appoint a Grievance Committee composed of not more than three (3) Employees, one (1) of whom shall be the Chairperson and the Employer will not be required to recognize these Employees until properly notified, in writing, by the Union.

The Employer acknowledges the right of the Union to elect or otherwise appoint a Negotiations Committee comprised of not more than five (5) Employees.

8.03 Compensation for Negotiation Committee

Members of the Negotiation Committee will be compensated for the time spent during regular working hours in negotiations with Employer Representatives for the renewal of the Collective Agreement at meetings held during working hours.

Members of the negotiating team shall be granted up to twenty-one (21) hours leave of absence to prepare for negotiations. The said members' salaries shall not be interrupted during the leave and the Union shall reimburse the Employer for the cost of the wages. The scheduling of the time shall be by mutual agreement with the employer.

8.04 Compensation for Grievance Committee

Members of the Grievance Committee will be compensated for the time spent during

regular working hours in the processing or investigating of grievances with the Employer Representatives.

8.05 Permission to Leave Work

- (a) 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.
- (b) Before leaving his/her regular employment duties to engage in investigation and processing of grievances, a member of the Grievance Committee must procure permission from his/her Supervisor and may be asked to indicate the time anticipated as necessary to carry out such business. When a member of the Grievance Committee resumes his/her regular duties, he will report to his/her immediate Supervisor.

8.06 Function of Negotiation Committee

All matters pertaining to collective bargaining shall be referred by the Union Negotiation Committee to the Employer for discussion and settlement.

8.07 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer subject to the approval of the Employer which shall not unreasonably be denied.

Such Representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

8.08 Time of Meeting

In the event either Party wishes to call a negotiation meeting, the meeting shall be held at a time and place fixed by mutual agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 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.

9.02 (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

The **grievor and shop steward** 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.

9.02 (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 within 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 (vi), 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.

9.03 Time Limits

No grievance shall be considered which has not been processed in accordance with the provisions of Article 9.02 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.

9.04 (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.

9.05 Replies in Writing

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

9.06 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.

9.07 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. **The Union shall be notified of the nature of the discipline and incident prior to any meeting with the employee. Furthermore, after the employee has been notified of the meeting, the Union shall be notified of the affected employee's name.**

When an Employee is discharged or suspended, he/she shall be given the reason in the presence of his/her **President and/or designate**. Such Employee and the Union shall be advised promptly, in writing, by the Employer of the reason for such discharge or suspension.

9.08 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 9, Grievance Procedure. Step 1 and 2 of the grievance procedure shall be omitted in such cases.

9.09 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 of 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.

9.10 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.

9.11 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.

9.12 Personnel File

An employee shall have the right to have access to and review his/her personnel record at a mutually convenient time in the presence of a supervisor or designate. An employee shall have the right to make copies of disciplinary material contained in his/her personnel record.

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 10 – SENIORITY

10.01 Seniority Defined

Seniority shall be established on the basis of the length of an Employee's service with the Employer in the Bargaining Unit following the last date of hire and shall be the prime factor in determining preference for promotion, demotion, transfers, layoffs, cut back or recall, where all other factors are relatively equal, providing the senior Employee has the required qualifications and can perform the required work.

For the purpose of the Agreement, seniority shall be deemed to accrue in the following circumstances only:

- 1) while actually at work for the organization
- 2) while on vacation
- 3) while on a paid holiday
- 4) while on all paid leaves of absence
- 5) while on Pregnancy/Parental Leave pursuant to Articles 18.03, 18.04 and 18.05 to a maximum of fifty-two (52) weeks
- 6) while on WSIB benefits
- 7) while on secondment to either a bargaining or non-bargaining unit COSTI- position
- 8) while on paid or unpaid sick leave

10.02 Probationary Employees

- (a) A new Employee hired by the Employer to fill a permanent vacancy or to a newly created position covered by this Agreement shall be considered a probationary

Employee until he/she has completed three (3) months service. The probationary period may be extended for a period of up to three months if the Employer notifies the Local Union in writing of the intended extension at least two weeks before the end of the probationary period.

- (b) Termination of such an Employee during or at the end of such probation period may be subject of a grievance, provided that there is a lesser standard application to the discharge of such an Employee. That lesser standard shall be interpreted to mean that, the Employer shall not discharge a probationary Employee on a discriminatory basis, but the Employer shall otherwise be unfettered in effecting such a discharge.
- (c) At completion of probation period the Employee shall have the full period of probation credited to his/her seniority.
- (d) It is agreed that all service the Employee had with the Employer on either a temporary or contract basis of twenty-one (21) hours a week or more, prior to being hired on a permanent basis, shall be included in the calculation of seniority upon the completion of the required probation period, provided that there has not been a break in service with the Employer that exceeds eighteen (18) consecutive months.

10.03 Current Address

It shall be the responsibility of the Employee to keep the Employer informed of his current postal address and any notice to be given the Employee by the Employer under the terms of this Article shall be deemed properly given provided it is addressed to his/her last postal address on record.

10.04 No Layoff Whilst Probationary Employees Retained

No Employee with seniority shall be laid off while a probationary Employee is employed at a job in the Employee's position. No probationary Employee shall be engaged in or recalled for any job while a permanent Employee, who meets the requirements of the job and who has the ability to carry out the functions of the positions, remains laid off.

10.05 Role of Seniority in Promotions, etc.

Promotions (other than those considered to be of a temporary nature), demotions, layoff and recalls shall be based on the following factors:

- (a) seniority
- (b) the requirement and efficiency of operation and skill, competence, knowledge and training of the individual to do the job.

When the Employer, exercising reasonable judgment, determines that the qualifications in factor (b) are relatively equal, as between two (2) or more Employees, seniority shall govern.

10.06 Loss of Seniority

Seniority shall be lost for any of the following reasons:

- (a) if the Employee quits in writing

- (b) if the Employee is discharged and his/her discharge is not reversed through the grievance procedure
- (c) if the Employee fails to contact the Employer within five (5) working days of receipt of a registered notice to report to work
- (d) if an Employee fails to report to work **after contacting the employer as in (c) above and setting a mutually agreed upon return to work date in writing.**
- (e) if the Employee is absent from work for more than three (3) working days without furnishing a reasonable excuse to the Employer.

10.07 Seniority List

The Employer shall provide to the Union and shall post on the bulletin boards an up to date seniority list of all bargaining unit employees in December and June of each year.

ARTICLE 11 – PROMOTIONS AND TRANSFERS

11.01 Method of Promotion

Both Parties recognize

- 1) The principle of promotion within the service of the Employer
- 2) That job opportunity should increase in proportion to length of service.

Therefore in making staff changes, transfers or promotions, appointments shall be made in accordance with Article 10.05

11.02 Job Posting

- i) New permanent jobs, temporary contracts which are renewed after twelve months and/or vacancies shall be posted on the bulletin board, the intranet and the COSTI website for ten (10) working days. **A copy shall be provided to the Union.** Employees wishing to bid on these jobs may do so within the same ten (10) working days. In making any selection, the Employer will consider the requirements of Article 10.05; however, if no applicant meets these requirements, as may be reasonably determined by the Employer, the Employer may fill the job as it deems fit. It is understood that the Employer may fill the job on a temporary basis during the period of posting. Any successful bidder shall not exercise the privilege of bidding for future openings until he / she has been six (6) months on the new job, unless it is mutually agreed by the Union and the Employer. Nothing in this Article prevents the Employer from externally advertising the position; however, preference will be given to present employees who can perform the work, as defined by Article 10.05.
- ii) Should there be no applicant from within the bargaining unit and no selection is made from external applicants, COSTI shall repost the new permanent job and / or job vacancy for a further period of ten (10) working days. All job postings that are reposted shall be marked as such.
- iii) With due consideration given to the organization's needs, and to meet the best interests of staff and the organization, COSTI agrees to post vacant positions as soon as possible but no longer than ten (10) days of receipt of notice of resignation

from an Employee. Where circumstances dictate, the above timelines may be changed by mutual agreement between the parties. The union shall not unreasonably deny such requests.

- iv) Short-term unpaid vacancies of less than eighteen (18) weeks duration which occur when an Employee gives notice of an anticipated absence of six (6) weeks or more, shall be offered to the most senior, qualified employee on the recall list without being posted, pursuant to the recall process in Article 11.09D (i) and (ii). Such vacancies shall be filled within ten (10) working days of the Employers receipt of notification of absence. Should the vacancy remain unfilled by Employees on recall, the Employer will notify the Union.
- v) The Employer agrees to notify the Union in advance of any reduction in hours of a position prior to posting such a position.

11.03 Information in Postings

Such notice shall contain the following information:

Name of position, qualifications, location, required knowledge and education, skills, shift wage or salary rate or range. Such qualifications may not be established in an arbitrary manner.

11.04 Transfer Due to Lack of Work

When the Employer transfers an Employee, due to lack of work, to a job classification level other than his/her own, his/her own rate of pay shall not be reduced. The Employee shall maintain his/her salary in the new job classification level and will progress in accordance with Article 19.04 (b).

11.05 Assuming a New Position

When an Employee is the successful candidate, through the job posting procedure, to a job classification level other than his/her own, the Employee's wage rate will be adjusted to that applicable to the rate for the new job classification level at the time of commencement.

11.06 a) Notification to Applicants

The successful internal applicant shall be notified within two weeks following the end of the posting period. **Upon request, unsuccessful internal applicants who participated in the job interview process, shall verbally be provided feedback following the Employer's decision.**

b) Trial Period

When commencing a new position as a successful applicant, an employee shall be on trial for a period of six (6) weeks for job classification levels 1-4 and a period of twelve (12) weeks for job classification levels 5-8. Conditional on satisfactory service, the Employee shall be declared permanent after a period of six (6) or twelve (12) weeks depending on his/her job classification level. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new position, he/she shall be returned to his/her former position wage or salary rate and without loss of seniority. Within the trial period(s) above, an

employee who wishes to return to his/her former position may do so. Such agreement will not be unreasonably denied.

Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate without loss of seniority.

11.07 Posting of Successful Applicant

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards with a copy to the Union. Each applicant shall be notified if they are the successful candidate for the job or not.

11.08 Injured Employees

Where possible, an Employee unable, through injury or illness, to perform his/her normal duties shall be provided with alternate suitable employment. Such Employee shall not displace an Employee with more seniority.

11.09 Layoff and Recall

A layoff for full-time Employees is defined as a reduction of the workforce or a reduction in the hours of work or wages.

- A. When an Employee is to be laid off the following procedure will apply:
- i) The Employer will identify the least senior Employee, within the affected position, as surplus, based on the seniority in effect as of that date. Where such an Employee is identified as surplus, the Employee will have the right to be reassigned by the Employer to:
 - a) a vacant position, for which they are qualified and capable of performing the work, within their job classification level.

No surplus employee shall displace another Employee when there is available a vacant bargaining-unit position at the Employee's pre-displacement job classification level.

 - b) Where there is no vacancy at the surplus Employee's pre-displacement job classification level, the Employer will identify the positions which the Employee is qualified and capable of performing, within their current and next lower job classification level. The surplus Employee may then choose to exercise their seniority rights by:
 - Displacing the employee with the least seniority in the identified position(s) in their job classification level, or;
 - Transferring into an identified position which is vacant at the next lower job classification level, or;
 - Displacing the employee with the least seniority in the identified position(s) at the next lower job classification level.
 - (ii) For the purpose of Article 11.09 A only:

- a) No surplus Employee shall displace an Employee in a higher job classification level.
 - b) No surplus employee working less than thirty-five (35) hours shall displace an employee with more hours.
 - (iii) Notwithstanding Article 11.02, where a vacancy exists, for which the Employee is qualified and capable of performing, such vacancies will be frozen until the affected Employee(s) have exercised their rights under 11.09 hereof.
- B. When an Employee fails to exercise the Employee's right under 11.09 A the Employee shall be laid off and be entitled to their rights under 11.09 D Recall, or he/she may elect to forego his/her rights under 11.09 D and accept a separation allowance equal to one (1) week per year of continuous service, for those with a minimum of five (5) years seniority, to a maximum of **30 weeks**.
- C. **Notice Period**
- (i) 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.
 - (ii) A copy of such notice shall be forwarded to the President of CUPE Local 2221.
- D. **Recall**
- (i) An Employee who is laid off shall be provided by email (or by registered mail at the Employee's last known address if the employee does not have email), with copies of all job postings for all union and contract positions for a period of eighteen (18) months or half of his/her seniority, whichever is less, from the date of layoff.
 - (ii) The Employee shall have five (5) working days to respond to the job posting.
 - (iii) A laid-off Employee, under Article D above, will be given priority consideration for any new vacancy provided that they are qualified to perform the duties and there is no other laid-off Employee with greater seniority who has applied to the vacancy, pursuant to this provision.
 - (iv) The assignment of a surplus Employee to a vacancy at their job classification level or at a lower job classification level, in accordance with Article A above, shall have priority over an appointment under Article D (i) above.
 - (v) 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.
 - (vi) 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.

E. Grievance on Layoff and Recall

Where an Employee files a grievance claiming improper layoff and recall, the Employee shall identify the position in dispute and submit the grievance at Step 3 of the grievance procedure.

F. New hires, while Employees are on layoff, shall be subject to Article 10.04.

G. Prior to issuing notice of layoff pursuant to article 11.09 C, 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 **shall** 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 service, plus a prorated amount for any additional partial year of service, 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 service, to a maximum of fifty-two (52) weeks' pay.

- c) For the purpose of Article 11.09 G "centre" shall be defined as a specific location as further defined in LOU #3, including all programs within that location.

11.10 Secondment

Temporary contracts of eighteen (18) weeks duration, or longer, for non-management jobs, will be posted and be available to Union members on a secondment basis for the duration of the contract.

Union members who are appointed to these temporary contracts will retain all their rights and obligations as members of the Union, and their jobs will be held open for them for the duration of the contract, up to a period of one (1) year. This period may be extended once, for a further period, upon mutual agreement in writing, between the Union and the Employer.

Union members may also apply for the bargaining-unit vacancies created by such secondments. However, if a second bargaining-unit vacancy is created in this way, Union members who apply for and are selected for this second vacancy will not have their jobs held open for them. Temporary Employees replacing bargaining-unit Employees shall be paid the appropriate bargaining-unit wage rate for that position.

These secondments will be treated as transfers or promotions under the terms of the Collective Agreement, Article 11.

- 11.11** When an employee is to be laid off, the employee shall be allowed up to three (3) working days off with pay to attend and prepare for job interviews.

11.12 Temporary Contract Employees

For the purpose of this agreement, a new temporary contract employee is defined as a person who replaces a bargaining unit employee who is absent from work, and such employment shall be terminated upon conclusion of the situation which created the need for the replacement. Such temporary employees are subject to Union dues deductions from date of hire. A temporary position shall not be in excess of twelve (12) months without the express written consent of the Union. The Union shall be provided with a list of all temporary employees, as defined within this clause, on a monthly basis. The list shall include the start date, and expected end date of each temporary employee.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 Regular Hours of Work

The regular hours of work shall consist of five (5) seven (7) hour days, Monday to Friday, with one (1) hour off for lunch; and a rest period of fifteen (15) consecutive minutes in each half of the shift, in an area suitable for such purpose, made available by the Employer.

For employees working less than a seven (7)-hour day the following shall apply: from five (5) to six and one-half (6.5) consecutive hours, thirty (30) minutes off for lunch and one

rest period of fifteen (15) consecutive minutes; from three (3) to four and one-half (4.5) consecutive hours, one rest period of fifteen (15) consecutive minutes.

The Employer shall allow for flexible working hours that can accommodate the needs of both the Employee and his/her clientele. Working hours shall be scheduled in advance by mutual agreement of the Employee and his/her Supervisor with the understanding that an Employee shall not be required to work in excess of thirty-five (35) hours per week.

12.02 Overtime Defined

Employees who work in excess of thirty-five (35) hours per week shall be compensated at time and one half of regular pay for each hour worked in either cash or time off. Overtime must be approved in advance by the Employee's immediate Supervisor.

Instead of cash payment for overtime an Employee may receive time off at the appropriate overtime rate, at a time selected by mutual agreement.

12.03 Meal Allowance

An Employee required to work ten (10) hours or more per day shall be provided with a meal reimbursement of up to seventeen dollars (\$17) upon presentation of a receipt to the Employer.

12.04 No Layoff

An Employee shall not be required to layoff during regular hours to equalize any overtime worked.

12.05 Equal Distribution

Overtime and call-back time shall be divided equally and impartially among Employees who are willing and qualified to perform the available work.

12.06 No Overtime during Layoff

There shall be no overtime worked in any operation while there are available Employees, on layoff, able to perform the work, except for infrequent periods of short duration.

12.07 Voluntary Overtime

Overtime worked shall be on a voluntary basis.

12.08 Call back Guarantee

An Employee who is called back to work outside his/her regular working hours shall be paid for minimum of three (3) hours at overtime rates. He/she shall be paid from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly from work.

ARTICLE 13 – PAID HOLIDAYS

13.01 Paid Holidays

All employees covered by the Agreement will be paid at their regular rate for each of the following holidays:

New Year's Day	Canada Day
Family Day	Civic Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Christmas Day	Boxing Day

Floating Day during Christmas season that is mutually agreed to by Employer and Union.

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.

Employee will be entitled to any new statutory holidays legislated by any level of Government with jurisdiction in Ontario during the term of this agreement.

13.02 Pay for Working on a Holiday

Any Employee required to work on a paid statutory holiday shall receive time and one-half (1 ½) the hourly rate in addition to the holiday pay herein provided, or another day off with pay in lieu at a time agreed mutually. If this lieu day is worked it shall be treated as a holiday.

13.03 Pay for Holiday Falling on Day off

When any of the above-noted holidays fall on an Employee's scheduled day off the Employee shall receive another day off with pay at a time designated by mutual agreement.

ARTICLE 14 – VACATIONS

14.01 Length of Vacations

Length of annual vacation pay will be calculated as follows:

- Employees with up to three (3) years employment will receive sixteen (16) working days annual leave.
- Employees with more than three (3) years and up to nine (9) years employment will receive twenty-one (21) working days annual leave.
- Employees with more than nine (9) years employment will receive twenty-six (26) working days annual leave.
- Employees with more than twenty (20) years employment **by March 31, 2014** will receive thirty-one (31) working days annual leave.

- **Employees with more than twenty-five (25) years employment will receive thirty-one (31) working days annual leave.**
- Staff with less than one (1) year service will be granted leave at a rate of 1.33 days per month from the starting date of employment.

Years of service will be calculated as of December 31, and leave will be credited and advanced the following January 1. Where an employee's anniversary entitles the individual to an increase in vacation credit, the entitlement shall be pro-rated to the closest full day.

For individuals working less than 35 hours per week, vacation credits shall be as above, but paid at their regular weekly or daily hours.

14.02 Time of Vacation

Vacations 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. Seniority will be the governing factor in arranging vacation periods. **The approved vacation schedule will be posted on April 1st.**

Vacations requested after the posting of the **approved April 1st** vacation schedule will be approved on a first come first served basis, unless other arrangements are mutually agreed. Employee will be provided with a response as soon as possible but no longer than two (2) weeks of the request being made.

14.03 Vacation Carry Over

Employees may carry-over up to a maximum of five (5) days vacation entitlement into the next vacation year, without approval. These days must be taken within the subsequent calendar year.

A request for any carryover of more than 5 days, and up to half of the employee's annual entitlement, must be made to the Executive Director by November 1st prior to the year to which vacation will be carried over. This request for excess carry-over must include a plan for when the carry-over entitlement will be used. Such approval will not be unreasonably denied.

Exceptions for carry-over in excess of one half of any one (1) year's vacation entitlement may be made, with the Executive Director's approval, if work responsibilities prevent the use of vacation during the normal period. Such approval will not be unreasonably denied.

It is understood that COSTI reserves the right to schedule or assign any carryover days not scheduled by October 15th of the next vacation year. However, before exercising this right COSTI will meet with the Employee by September 30th to discuss the scheduling or assignment of all outstanding vacation time. The Employer will provide the employee with their outstanding vacation balance prior to this meeting. Every reasonable effort will be made by the Employee to schedule the accumulated vacation time prior to the October 15th deadline.

Any days not approved for carryover may be cancelled.

14.04 Vacation Statement

Each year, **no later than February 15th**, the Employee will receive a **notice** of the vacation days earned and those used in the previous year, and the balance or deficit to be carried forward into the current vacation year. **Employees will submit their vacation requests by March 25th each year.**

14.05 No loss of Vacation because of Sick Leave

Vacation entitlement in any one (1) year will not be affected by extended absences on sick leave, WSIB absences for a period of six (6) months or less, pregnancy, adoption, paternity leave or any other paid leaves of absence.

14.06 Vacation Pay on Termination

A period of vacation, with pay, is part of the remuneration for services performed and due to the staff member whether he/she leaves COSTI or continues in his/her position. On termination he/she will be paid for all vacation days earned and not used by his/her final day at work. If excess vacation has been used, pay for this period is recoverable from him/her.

14.07 Pay for Holidays during Vacation

If a paid holiday falls or is observed during an Employee's vacation period, he/she shall be allowed an additional vacation day, with pay, at a time designated by mutual agreement.

14.08 Rate of Vacation Pay

Vacation pay for each week of vacation shall be at the rate of current weekly salary.

14.09 Posting of Schedules

Vacation schedules shall be posted by April 1st of each year and shall not be changed unless mutually agreed upon by the Employee and the Employer. Vacation shall commence immediately following an Employee's regularly scheduled days off.

14.10 Unbroken Period

An Employee shall be entitled to receive his/her vacation in an unbroken period of up to four (4) weeks vacation, unless otherwise mutually agreed.

14.11 Approved Leave of Absence During Vacation

When an Employee qualifies for bereavement or any other leave during his/her period of vacation the period of vacation so displaced shall be reinstated for use at a later date.

In the case of serious illness during his/her period of vacation, and upon presentation of a doctor's certificate, the displaced period of vacation shall be reinstated for use at a later date.

14.12 Overtime Vacation Rate

No Employee shall be required to work during his/her scheduled vacation period. However, should an Employee agree to work when requested during his scheduled

vacation, he/she shall be paid at a rate of time and one half (1 ½) plus one (1) vacation lieu day for each day in which he/she performed any work.

14.13 Failure to Return from Vacation

Employees who fail to return from vacation on the scheduled date may be subject to disciplinary action.

ARTICLE 15 – SICK LEAVE

15.01 (a) Sick Leave Defined

All Employees will receive sick leave credits at a rate of one and one half (1 1/2) working days for each month worked. An Employee starts at COSTI with ten (10) days credit. A doctor's certificate is required in the event of absence in excess of three (3) working days.

A medical certificate may be requested for shorter term absences when a pattern of frequent absences is evident. In such cases, the Employer will reimburse the employee the cost of the medical certificate upon presentation of receipt.

Sick leave with benefit equal to full salary will be allowed by COSTI until accumulated credits are exhausted. Benefits under WSIB may be subsidized to equal full salary at the discretion of the Employee. If the Employee elects to receive the subsidy, he/she will have sick days credits deducted proportionate with the amount of subsidy paid out.

Compassionate Leave

- (b)** All employees who have completed their probation, shall be granted leave for up to a maximum of five (5) days with pay per calendar year, from within their sick leave bank [15.01 (a)] for illness or emergencies associated with family members, that is – child, parent, spouse, common-law partner, same sex spouse.
- (c)** Sick leave bank days [15.01 (a)] may also be used for dental and medical preventative care.

15.02 Notification of Sick Leave

Within sixty (60) days of the close of the calendar year, the Employer will notify each Employee, in writing, the amount of sick leave accrued to his credit.

15.03 Extended Absence

Disability or illness resulting in absence from work shall not adversely affect the employee's status under Article 10.

Regardless whether the reason for the absence is a reoccurrence of the same disability or illness, or a new disability or illness, an Employee may use their sick leave credits during such absence.

Where an employee is disabled from working and on sick leave or LTD for a period of less than twelve (12) months from the start of the absence, his/her position shall be filled on a temporary basis only. For absences greater than twelve (12) months, the position may be filled on a permanent basis.

If the employee returning from Sick Leave /LTD is found medically fit to return to work and the employee's former position has been filled on a permanent basis, and if there is no vacancy, for which the employee is qualified, the layoff provisions found within the Collective Agreement will be followed.

Medical opinion or certification satisfactory to COSTI may be required.

ARTICLE 16 – EMPLOYEE BENEFITS

16.01 Group Life

Participation in Group Insurance Plan is a condition of employment for all Employees. The cost of the premium will be covered by the Employer.

The amount of insurance will be three times (3x) annual earnings.

16.02 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 (15th) 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 handicap, 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 accommodation.

16.03 Dental Plan

The Employer agrees to pay one hundred percent (100%) of the prevailing premiums for the Industrial Alliance Dental Plan hereto forming part of the collective agreement **for all**

employees up to the age of 75. The terms of the Plan are outlined in the Group Insurance Plan booklet **and shall not materially contradict the terms of the Collective Agreement.** This booklet will be made available to all Employees.

Effective January 1 of each year, COSTI agrees to maintain the dental benefits to bargaining unit employees at the Ontario Dental Association (ODA) rates which are 2 years behind current year.

16.04 Extended Health Care Plan (changes effective January 1, 2015)

The Employer agrees to provide Vision Care of three hundred and seventy-five dollars (\$375) per twenty-four (24) months. Vision Care includes cost of prescription lenses and/or eye examinations. The Vision Care Plan will no longer be part of an Extended Health Care Plan. The Employer will self insure the Vision Care Plan. The Employer agrees to pay by separate cheque.

The Employer agrees to contribute, on one occasion only, the amount of five hundred dollars (\$500) for the purpose of laser eye surgery.

A benefit for which an Employee is responsible for paying a part of the premium and in cases where it would be to his/her advantage to be covered by a similar benefit provided by his/her spouse's employer, the Employee at his/her written request to the Employer will not be charged for his/her portion of the premium for the above benefit.

In the event that an Employee, who has been exempted from paying a portion of a premium for a benefit, subsequently is no longer covered by his/her spouse's employer, it will be his/her responsibility to request the Employer, in writing, to resume his/her coverage for this benefit and to authorize the charging of his/her portion of the premium against his/her salary.

It is recognized by both Parties that the insurer may specify certain conditions that must be met before coverage is resumed.

Extended Health Care Plan Benefits are as described in the "Industrial Alliance Group Insurance, Plan Description, Class B" Booklet **and shall cover all employees up to the age of 75.** Any changes will be in accordance with Article 16.06.

The Employer agrees to include coverage for Chiropractor, Osteopaths, Naturopaths, Podiatrists, Speech Therapists, Psychologists and Masseurs in the amount of \$400 per registered service, per year, with a per visit maximum of \$40 for each service.

The Employer agreed to include coverage for Physiotherapists in the amount of **nine-hundred dollars (\$900)** for this registered service, per year, with a per visit maximum of \$60 for each service.

16.05 Pension Plan

Effective April 1, 2018, the Employer will contribute up to **4%** on a matching basis, of each Employee's annual salary to the **Multi-Sector Pension Plan (MSPP).**

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

16.06 Insurance Policies

The Employer shall provide the Union with copies of all insurance policies which are described above. In future 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. Such changes shall provide comparable benefits.

16.07 Long Term Disability Plan

Effective April 1, 2008 the employer agrees to pay fifty percent (50%) of the prevailing premiums for the LTD Plan which is in place January 25, 2007.

16.08 Drug Card

A Drug Card will be provided to members who are covered by the Extended Health and Dental Plan and it will include:

- dispensing of generic brand drugs in all cases except where the physician has indicated that no substitute brand is permitted and
- a dispensing fee maximum of \$8.00 per prescription.

16.09 EI Rebate

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

Any rebate will be held by COSTI on behalf of the Union. The Union shall instruct COSTI on the disbursement of the funds. The Employer shall provide a report on the status of the fund **by March 10th of each year**. COSTI reserves the right to decline the administration of such funds where the requirements become onerous. In this event, payment in the full amount of the Rebate will be made by COSTI to the Union. Any monies received shall accumulate from year to year.

ARTICLE 17 – PAYMENT OF WAGES

17.01 Wages and Classifications

The wage rates payable by the Employer to Employees in the position and job classifications levels established by the Employer from time to time during the currency of this Agreement shall be set out in Schedule A attached hereto. Such wage shall be paid every two (2) weeks on Friday or the immediate prior business day if such pay day be a statutory holiday.

17.02 Equal Pay

Employees shall receive equal pay for equal work regardless of sex.

17.03 Rate of Pay on Promotion

When an Employee is promoted to another job classification level he/she shall be placed on a salary step which provides not less than a three percent (3%) increase from the

previous salary.

17.04 Pay on Temporary Transfer

(a) Higher Rated Job

When an Employee is temporarily assigned to relieve in or perform the principle duties of a position in a higher job classification level either inside or outside of the bargaining unit, he/she shall receive a rate of pay in accordance with Article 17.03

(b) Lower Rated Job

When an employee is temporarily assigned to relieve in or perform the principle duties of a position in a lower job classification level, his/her rate shall not be reduced. For clarity, the Employee shall maintain his/her current job classification level and Step. The employee shall qualify for any pay increments.

17.05 Pay During Annual Vacation

An Employee may, upon giving at least two (2) weeks' notice, receive on the last office day preceding commencement of his/her annual vacation, any pay which may fall due during the period of vacation.

17.06 Travel Reimbursement

The Employer shall have the right to require newly hired Employee's in identified applicable positions to use their personal vehicles for the Employer's business (not including the transportation of clients).

It is understood and agreed that employees using their personal vehicles for the Employer's business shall maintain third party insurance coverage in an amount not less than one million dollars (\$1,000,000.00).

No Employee who joined the Union on or before February 1, 2002 shall be required to provide his or her own vehicle as a condition of employment except as amended by this Article.

If a present Employee is successful in applying for a new position that requires a vehicle as a condition of employment that Employee shall thereafter be required to provide a vehicle and be reimbursed for mileage.

T2200 forms will be provided to Employees upon request for employees who use his/her own vehicle while carrying out the duties of employment.

Employees using their own vehicles for the Employer's business shall be reimbursed as follows:

.50 cents per kilometer.

17.07 Taxi Allowance

When an Employee is called to work between 11:30 p.m. and 6:00 a.m. or if an overtime or work period ends during this time, taxi service to and from the home of the Employee shall be provided by the Employer.

17.08 Cash Shortages

All Employees handling cash will be bonded by the Employer.

17.09 Professionals Fees

The Employer shall pay professional fees for an Employee who, as a condition of employment, is required to be a member of a professional association.

17.10 Legal Fees

The Employer shall pay all legal costs for any action initiated by a third Party against an Employee by virtue of the performance of his/her employment duties.

17.11 Public Transportation

Should an Employee use the TTC or other public transportation in the performance of his/her job duties, the Employee shall be reimbursed for his/her tickets by the Employer.

17.12 Out-of-Town Reimbursement

- (a) Out-of-town meals shall be covered for attendance at agency approved conferences and meetings where meals are not provided.

Maximum expense to be reimbursed is:

Breakfast	twelve dollars (\$12.00)
Lunch	twelve dollars (\$12.00)
Dinner	thirty dollars (\$30.00)

In town meals shall be covered for attendance at full day, external, agency approved Conferences and training workshops where meals are not provided. Maximum expense to be reimbursed is ten dollars (\$10.00).

Meal costs are reimbursable with receipts and alcoholic beverages are not a reimbursable expense. Claims must be submitted within thirty (30) days in order to be reimbursed. Claims for one fiscal year will not be accepted fifteen (15) days after the end of the same fiscal year.

- (b) Necessary long distance calls to the office are reimbursable. For overnight travel, staff will be reimbursed an allowance of three dollars (\$3.00) per night of stay for all other long-distance phone calls.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Leave of Absence for Union Functions

Upon request to the Employer an Employee elected or otherwise selected to represent the Union at Union functions shall be allowed leave of absence with pay and benefits, provided that the ability of the Employer to render service to clients is not affected. Such leave will not unreasonably be denied.

18.02 Paid Bereavement Leave

An Employee shall be granted up to five (5) regularly scheduled 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 one (1) day in the case of a sister-in-law, brother-in-law, aunt, uncle, cousin, niece or nephew.

If an Employee is required to travel long distance for the purpose of attending a funeral for which five (5) days' leave is normally granted he/she shall be granted, at the discretion of the Executive Director, up to five (5) additional days' leave of absence, without loss of pay. Such requests will be directed to the Executive Director.

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

Bereavement leave will be prorated if an individual works less than thirty-five (35) hours per week.

The Employer shall grant up to one half (1/2) a day's leave with pay to attend the funeral of a friend or family member not covered in the list above.

18.03 Pregnancy/Adoption/Parental Leave

Employees must have worked for the Employer for a minimum of eighteen (18) months of continuous service to qualify for COSTI's Supplemental Unemployment Benefits (SUB) Plans below:

(a) Pregnancy Leave

Pregnancy leave shall be granted in accordance with the Ontario Employment Standards Act, plus any amendments thereto. These entitlements shall be deemed to be entitlements under this Agreement. Furthermore, during pregnancy leave the Employer shall **contribute twenty percent (20%)** of the Employee's regular weekly earnings **in addition to** any payments to which the Employee is entitled under the Employment Insurance Commissions Supplemental Employment Benefit Plan as outlined below:

(b) Maternity Leave Benefit Level

Employees must have worked for the Employer for a minimum of eighteen (18) months of continuous service to qualify for COSTI's Supplemental Unemployment Benefits (SUB) Plan. It is understood that for the thirty week (30) weeks of the maternity leave, for which the Employee is entitled to Employment Insurance Benefits, the combined weekly level of Employment Insurance Benefits, SUB payments and other earnings will not exceed seventy-five percent (75%) of the Employee's normal weekly earnings.

For the first week of leave waiting period, the Employee shall receive seventy-five percent (75%) of her salary from COSTI. For the next **thirty-one (31) weeks of the maternity leave, for which the Employee is entitled to Employment Insurance (E.I.) Benefits, the Employee shall receive a 20% of salary top-up to her E.I. Benefits from COSTI**, based on the actual salary that the Employee was receiving on the last day worked prior to commencement of the maternity

leave.

(c) Adoption Leave

Where an Employee seeks leave due to the legal adoption of his/her child and meets the criteria according to the Employment Insurance Act regulations concerning adoption, leave shall be granted pursuant to Section 18.03 (a) and relevant federal and provincial legislation.

(d) Paternity (Parental) Leave

Immediately following the birth or adoption of a child, the parent who will not receive maternity leave (Employment Insurance) benefits may elect to receive

(i) Five (5) days with pay immediately following the birth or adoption

Or

(ii) SUB Benefits as follows: for the **first week** of leave **waiting period**, the Employee shall receive seventy-five percent (75%) of her/his salary from COSTI. For the next **thirty-one (31) weeks of the leave, for which the Employee is entitled to Employment Insurance Benefits, the Employee shall receive a 20% of salary top-up to her/his E.I. Benefits from COSTI, based on** the actual salary which the Employee was receiving on the last day worked prior to commencement of the paternity (**parental**) leave.

(e) COSTI's Supplemental Unemployment Benefits (SUB) Plan

Employees who qualify for COSTI's Supplemental Unemployment Benefits (SUB) Plan in accordance to Article 18.03 (a), (b) and (c) ii, the following shall apply:

i) **Application**

The Employee must apply for and be in receipt of Employment Insurance Benefits before the SUB payments become payable.

ii) **Disqualification or Disentitlement**

An Employee who is disentitled or disqualified from receiving Employment Insurance Benefits will not be eligible for SUB payments except where he/she is serving the Employment Insurance waiting period.

iii) **Vested Interest**

An Employee does not have a right to SUB payments except for the supplementation of the Employment Insurance Benefits during the employment period, which shall not exceed **thirty-one (31) weeks**.

iv) **Approval of SUB Plan**

The implementation of the maternity leave provisions as mutually agreed upon by the Parties and reflected in the SUB Plan, as outlined above, is subject to required approval by the applicable federal agencies.

v) **Other**

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.

18.04 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence, without loss of seniority benefits, to an Employee who serves as a juror or witness in any court. The Employer shall continue to pay regular wages during this period and the Employee shall give to the Employer any witness or juror fees received, excluding any amount received by the Employee for traveling, meal, or other expenses. The Employees will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

18.05 Citizenship Leave

An Employee shall be entitled to reasonable leave of absence, with pay, to process his/her Canadian Citizenship application. This leave shall be limited to the examination and the swearing in ceremony.

18.06 Education Leave

(a) Full-Time Studies

Leave of absence without pay may be granted by the Employer to Employees who have completed a minimum of two (2) years of continuous service to pursue full-time studies. The Employee will agree, in writing, to remain in the employ of COSTI for two (2) years following completion of the program. Seniority shall not be lost and neither shall it accrue during leave of absence.

(b) Part-Time Studies

In cases where the Employer requires an Employee's skills to be upgraded in a specific area of service, and where training for the said upgrading is not available outside of the business hours, time off, with pay, for lectures will be allowed to staff who wish to enroll for a single course directly related to their work, during working hours, with the approval of the Executive Director.

(c) Any member of the staff enrolling in a course apart from working hours directly related to job performance will, upon successful completion of the course, be reimbursed seventy-five percent (75%) of the tuition fees and costs of essential texts up to a maximum of four-hundred dollars (\$400.00) per fiscal year. Approval must be given in advance by the Employee's Immediate Supervisor. The above also applies to any COSTI course.

(d) An elective course for an Employee's own career development and not required by the Employer, should, where at all possible be taken outside work hours. Where such a course cannot be taken outside of work hours and occurs in whole or in part during the Employee's working hours approval must be given in advance by his/her immediate Supervisor. Under such circumstances, where approval had been given, hours that infringe upon working hours may be taken as vacation, lieu time owing, unpaid time or other arrangements as agreed by the immediate

Supervisor, such as flexible or reduced work hours. Reimbursement of tuition and cost of essential texts is in accordance with 18.06 (c).

18.07 General Leave of Absence

- (a) COSTI may grant a leave of absence, without pay to Employees for legitimate personal reasons. A request for such leave shall be made, in writing, to the immediate supervisor as far in advance as possible, and the granting of such leave must have the approval of both the immediate supervisor and the Executive Director. A copy of the request shall be provided to the Executive Director at the time the leave is requested. Such leave will not unreasonably be denied. Concurrently with the employee being notified, the Union shall be notified of the outcome of such request.

The Employee shall retain his/her seniority accumulated up to the date of the leave but will not accumulate any further seniority. Upon return from this leave of absence, the employee shall continue to accumulate seniority from the date he/she returns, which shall be added to his/her previous seniority.

- (b) Notwithstanding the forgoing, Employees may request two (2) personal leave of absence days, with pay, each year, if they have sufficient credits as per Article 15.01 (a) to cover the cost of such leave. Such a leave shall be made, in writing, at least two (2) days in advance to the immediate supervisor, and shall not be unreasonably denied. Seniority shall continue to accumulate during personal leave of absence days. Personal leave days cannot be accumulated from year to year.

18.08 Self-Funded Leave Plan

This article describes term and administration of a self-funded leave plan. The precise terms and conditions governing the plan are set out in a formal agreement, which the Employee will be required to sign prior to joining the plan. In the event that the self-funded leave plan, as described in this article or in the formal agreement with the Employees, conflicts with any legislation, that legislation shall take precedence.

The plan is solely a means to fund a leave of absence. The provisions of the plan do not alter existing policies set out in the Policy and Procedures Manual or the Collective Agreement between COSTI and CUPE Local 2221.

Under this plan a part of the Employee's salary entitlement for a specific period would not be paid to the employee, but would be put into an interest-bearing trust fund. When eligible, the funds shall be placed in a G.I.C. account. At the end of the specified period the employee would go on leave of absence and be paid the amount set aside in the interest bearing trust. Upon completing the leave of absence, the Employee must return to COSTI for a period equal to or greater than the duration of the leave.

Deferral of salary may not exceed 33.33% of earned salary. The deferred salary will be held by the Employer's financial institution in the name of the Employee. The investment income earned on the deferred salary will be subject to income tax legislation.

The leave must be at least six (6) months and no longer than one (1) year. The leave must start within five (5) years of the date of the first deferral.

During the years that the Employee is contributing to their self funded leave plan, EI

premiums will be based on 100% of the Employee's gross salary before deferral income is withheld. During the leave period no premiums will be withheld from the deferred income. Life insurance benefits will be based on two times (2x) annual salary during the period prior to the leave. During the period in which the Employee is on their leave, the Employee has a choice as to whether or not they wish to continue to contribute to the pension plan. Extended Health and Dental coverage and Life Insurance will be subject to the approval of the carrier and will be managed on an individual basis. The cost of benefits will be borne by the Employee.

Application Process

Initial approval must be given by the Employee's manager and final approval by the Executive Director. Approval will not be unreasonably denied.

On return from leave, the Employee shall be assigned to their same position, or an alternative position mutually agreeable to by the Employee and COSTI at the same job classification level as that held prior to going on leave. An employee participating in the plan shall be eligible to any automatic salary increases that would have been received had the leave not been taken. Relevant increases shall be effective on the date of the Employee's return. Vacation entitlement and leave credits shall not accumulate while on a leave, nor shall seniority accrue during the time spent on leave. If an employee becomes ill, no sick leave will be charged during the duration of the leave.

If an employee becomes pregnant prior to taking her leave, she may opt out of the plan, continue with the plan, remain in the plan but stop contributions while on maternity leave and experience a smaller accumulation amount in her account, or she may extend the deferral period.

If an Employee becomes pregnant while on her leave all rights outlined in the employment Standards Act (ESA) will prevail. The leave will be extended to accommodate all rights outlined in the ESA regarding pregnancy/parental leave. The employee is expected to return to work upon completion of the designated pregnancy/parental leave.

Should an Employee die while participating in the plan any balance in the Employee's account at the time of the death shall be paid to the Employee's estate.

An employee shall assume responsibility of making himself/herself aware of the implication of the plan as it relates to their personal income tax and pension situations.

18.09 Leave to perform full time duties as union staff/ union position

The Employer will grant a union leave of absence without pay to any employee who is hired by the Union. Such leave shall be for up to a period of one (1) year. This leave may be extended once for a further period upon mutual agreement in writing, to a maximum of two years in total. An employee on such union leave shall have the right to return to their duties upon thirty (30) days notification.

The Employee shall retain his/her seniority accumulated up to the date of the leave but will not accumulate any further seniority. Upon return from this leave of absence, the employee shall continue to accumulate seniority from the date he/she returns, which shall be added to his/her previous seniority.

ARTICLE 19 - CLASSIFICATIONS AND SALARY ADMINISTRATION

19.01 Job Classification

Existing job classification levels will not be eliminated or changed without prior agreement with the Union; however, this will not prevent the Employer from eliminating positions which have become superfluous to the operation of COSTI.

All newly created positions shall be evaluated by the Joint Job Evaluation Committee pursuant to Appendix "B" for this Agreement.

19.02 Job Description

Job descriptions will be made available to all Employees within thirty (30) days of commencement of employment.

On request, the Employer shall provide a copy of job descriptions to the Union by bargaining unit positions and provide the Union with a copy when job descriptions are changed by the Joint Job Evaluation Committee.

19.03 Changed Duties

Where the duties and responsibilities of a position have changed the Union or an employee may request that the Joint Job Evaluation Committee review his/her job for evaluation within ninety (90) days of such request as outlined in Appendix "B", hereto forming part of the Collective Agreement. Where circumstances dictate, the above timeline may be changed by mutual agreement between the parties.

- 19.04 (a)** New Employees shall be placed on a job classification level that is identified for their position by Job Evaluation. They may be placed on a step above start if their qualifications and experience qualify them for additional steps. The standard for additional steps is identified in the Positions' Qualifications Document. This document will be forwarded to the Union anytime that it is revised by the Employer.

Existing Employees who, subsequent to becoming employed by COSTI, earned job-related certificate, diploma or degree which is identified in the Positions' Qualifications document as qualifying new Employees for an additional salary step for that particular job, shall, upon submission to their Supervisor of said certificate, diploma or degree, be eligible for an additional salary step, not exceeding the maximum for that job classification level.

(b) Salary Progression

Progression from one step on the salary grid to the next higher step shall occur after twelve (12) months of continuous service (inclusive of maternity/parental, paid sick leave and leaves of absence of thirty (30) days or less). A break in continuous service shall extend the progression to the next step by the length of the break. Progression on the salary grid shall continue from year to year until the Employee reaches the last step on his/her job classification level.

ARTICLE 20 – TECHNOLOGICAL CHANGE

20.01 Technological Change

The Union recognizes and acknowledges the right of the Employer to make technological changes. An Employee who is affected by such change shall be given a period of training, during which they may acquire the skills necessitated by such change. The Employer will provide the training and assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such Employee. Training shall be given during the hours of work whenever possible and the period may extend for up to three (3) months or longer by mutual agreement.

20.02 Advance Notice

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of Employees within the Bargaining Unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon Employees concerned.

ARTICLE 21 – GENERAL

21.01 Proper Accommodation

Proper accommodation shall be provided for Employees to have their meals and store and change their clothes.

21.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

21.03 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 because of inclement weather, Employees at that/those centre(s) shall be permitted to leave at the same time. It shall be the Employer's responsibility to notify each centre immediately concerning such.

21.04 Present Conditions

The Employer shall continue its current practice of providing free parking when presently available on its premises.

21.05 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer will attempt to ensure that rights held by Employees under this contract shall be continued by the new management.

21.06 Copies of the Agreement

Every Employee 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% basis.

21.07 Safety Footwear

If an Employee requires proper safety footwear to carry out his/her duties, the employer shall provide footwear and pay up to one hundred and forty five dollars (\$145.00) every twenty-four (24) months.

21.08 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.

21.09 Vaccinations required for work

The Employer shall pay for any vaccinations which are required for the purposes of employment.

ARTICLE 22 – DURATION

This Agreement shall be binding and remain in effect from **April 1, 2017 until March 31, 2020** 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.

Dated at Toronto this _____ day of _____, 2017

**Signed on behalf of:
COSTI Immigrant Services**

**Signed on behalf of:
Canadian Union of Public
Employees and its Local 2221**

SCHEDULE A – SALARY GRID

October 1, 2016

Steps Job Classification Level	D	E	F	G	H	I	J	K
8	56,255	57,685	59,115	60,544	61,977	63,404	64,836	66,359
7	50,004	51,276	52,547	53,815	55,088	56,359	57,632	58,987
6	47,063	48,259	49,453	50,654	51,848	53,045	54,240	55,513
5	44,294	45,423	46,546	47,672	48,798	49,925	51,051	52,250
4	41,689	42,747	43,808	44,869	45,929	47,008	-	-
3	39,238	40,233	41,230	42,229	43,226	44,242	-	-
2	36,928	37,867	38,805	39,744	40,684	41,639	-	-
1	34,757	35,638	36,524	37,405	38,289	39,192	-	-

April 1, 2017

1.25% Increase

Steps Job Classification Level	D	E	F	G	H	I	J	K
8	56,958	58,406	59,854	61,301	62,752	64,197	65,647	67,189
7	50,629	51,917	53,204	54,488	55,776	57,064	58,352	59,725
6	47,651	48,862	50,071	51,287	52,496	53,708	54,918	56,207
5	44,847	45,991	47,128	48,268	49,408	50,549	51,689	52,904
4	42,210	43,282	44,356	45,429	46,503	47,596	-	-
3	39,729	40,736	41,745	42,757	43,767	44,795	-	-
2	37,390	38,340	39,290	40,241	41,192	42,159	-	-
1	35,192	36,084	36,981	37,873	38,768	39,682	-	-

April 1, 2018

1.40% Increase

Steps Job Classification Level	D	E	F	G	H	I	J	K
8	57,756	59,224	60,692	62,159	63,631	65,096	66,566	68,129
7	51,338	52,644	53,949	55,251	56,557	57,863	59,169	60,561
6	48,318	49,546	50,772	52,005	53,231	54,460	55,687	56,994
5	45,475	46,634	47,787	48,944	50,100	51,257	52,413	53,644
4	42,801	43,887	44,977	46,065	47,154	48,262	-	-
3	40,285	41,307	42,329	43,355	44,379	45,422	-	-
2	37,913	38,877	39,840	40,804	41,769	42,749	-	-
1	35,685	36,589	37,499	38,403	39,311	40,237	-	-

April 1, 2019

2.00% Increase

Steps Job Classification Level	D	E	F	G	H	I	J	K
8	58,911	60,408	61,906	63,402	64,903	66,397	67,897	69,492
7	52,365	53,696	55,028	56,356	57,688	59,020	60,352	61,772
6	49,285	50,537	51,788	53,045	54,295	55,549	56,800	58,134
5	46,385	47,567	48,743	49,922	51,102	52,282	53,461	54,717
4	43,657	44,765	45,876	46,987	48,097	49,228	-	-
3	41,090	42,133	43,176	44,223	45,267	46,331	-	-
2	38,671	39,654	40,637	41,620	42,604	43,604	-	-
1	36,398	37,321	38,249	39,171	40,097	41,042	-	-

Attachment to Schedule A Salary Grid: Position Classification

As of April 2012, the following positions were in the respective job classification levels:

- Level 8 - Clinical Counsellor, Kinesiologist
- Level 7 - Assistant Clinical Counsellor, Community Development Problem Gambling, Rehabilitation Counsellor
- Level 6 - Metro General Counsellor, RAP General Counsellor, Team Leader, ELT Team Leader, Senior Services Coordinator, Youth Employment Services Team Leader, Housing Drop In Coordinator
- Level 5 - General Counsellor, Employment Consultant, Facilitator, Housing Program Worker, Medical Administrative Assistant, Community Housing Worker, Home Childcare Program Coordinator, ELT Job Developer, Job Developer, Business Liaison, Senior Administrator, Life Skills Coordinator/ Intake Counsellor, Youth Mentoring Coach, Youth Settlement Worker, Youth Group Worker, Client Support Services Worker, Youth Support Worker, Community Connections Program Worker, On Line Facilitator, Youth Employment Consultant (Accelerate), Project Planner- JSW , Housing Volunteer Coordinator/Drop In Worker, Housing Rent Bank Worker, CIIP On Line General Counsellor, Women's Coordinator/ Life Skills Facilitator, Employment Consultant (SETS) Employment, Consultant/Job Developer (SETS), Childcare Teacher-Reception Centre, Housing Counsellor
- Level 4 - Childcare Teacher, Senior Administrative Assistant, Intake Counsellor, Occasional Childcare Teacher (ECE)
- Level 3 - Administrative Assistant, Occasional Childcare Teacher (ECA), Childcare Teacher Assistant, Bookkeeper/Administrative Assistant
- Level 2 - Office Assistant, Evening Counsellor
- Level 1 - Clerical Assistant, Housekeeper, Overnight Security Person

APPENDIX A

Wage increases shall be as follows:

April 1, 2017 – 1.25% paid retroactively for all current employees

April 1, 2018 – 1.4%

April 1, 2019 – 2.0%

APPENDIX B

JOB EVALUATION

1. All newly created positions (and any pilot positions which have become permanent) shall be evaluated by the Joint Committee within nine (9) months of commencement as a Union position. The Joint Committee shall develop criteria for new positions to determine what combinations of education and experience qualify a new Employee for additional steps above start of his/her job classification level.
2. Once every three (3) years the Joint Committee will meet in the month of April, commencing in 2014, in order to determine whether or not current positions have been altered. Any positions evaluated during the previous three (3) years shall not be included in this review process. If the parties cannot agree on whether or not a position was altered the issue will go before a mediator/arbitrator for settlement. Additionally, requests for re-evaluations of "altered" jobs can be made as necessary.
 - All requests for re-evaluation of "altered" jobs will be completed within ninety (90) days of the request.
 - Only jobs that have changed significantly (where the potential for reclassification exists) will be re-evaluated. The Employees' Managers must confirm the changes. If changes have occurred, the Joint Committee shall decide if the job should be re-evaluated.
 - If a higher rate is required, it will be retroactive to the date of request.
 - Where there is more than one position being evaluated, the above timeline may be changed, by mutual agreement between the parties.
 - If evaluation indicates a lower job classification level is required; the current salary will be frozen until the "new" job classification level rate catches up.
3. When a job is reclassified upwards the incumbent shall receive the same wage rate. If the reclassification places the incumbent's salary between steps, the salary shall be adjusted to the next higher step. If an Employee's qualifications not previously recognized entitle him/her to a higher step in the job classification level then the higher step shall apply.
4. The Joint Committee shall be composed of three (3) Representatives from Management and three (3) Representatives from the Union. The Union shall have two (2) alternate Representatives to review positions for which Union Joint Committee members are the incumbents.
5. A Job Evaluation Consultant or other party mutually agreed upon, shall be contracted by the Employer to administer job evaluation, analyze the results, and recommend job classification levels to the Joint Committee. The Joint Committee shall retain responsibility for setting the job evaluation system's compensable factors and for ensuring the job data collected is accurate.
6. In cases where the Joint Committee is unable to agree on any of the Consultant's recommendations, the Parties shall take whatever actions necessary in order to resolve such dispute, including, but not limited to a mediation/arbitration process. The Parties shall enlist the services of a mutually agreed upon Mediator/Arbitrator to assist in resolving such dispute.

The Mediator/Arbitrator shall be selected within 30 days of the Committee notifying the Parties that they are unable to settle the matter between them and the Mediation/Arbitration process shall be carried out within 60 days of having selected a Mediator/Arbitrator. The decisions of the Mediator/Arbitrator shall be final and binding on both Parties.

7. Both parties shall be entitled to have an advisor present at any meeting. The advisors shall have the right to voice but not to vote.
8. Each staff member has the right to appeal the decision made by the Joint Job Evaluation Committee in accordance to the appeal process that is set by 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.

APPENDIX C

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.

- c) "Eligible Employee" means all employees in the bargaining unit who have completed 500 hours of employment with the employer.¹
2. Commencing October 1, 2015 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, 2018 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

¹ Not to exceed 500 hours.

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. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to as Schedule A.

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.

LETTER OF UNDERSTANDING #1 - RE: WORKLOAD

**BETWEEN
COSTI
-and-
CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2221**

COSTI and the Union recognize that workload can fluctuate and should be addressed on a regular basis.

Where an employee, or groups of employees, covered by this Agreement has cause to believe that he/she is being asked on an on-going or repeated basis to perform more work than is reasonable within the time constraints provided, he/she must first give his/her immediate Supervisor an opportunity to resolve the complaint by reassessing the needs of the team to determine whether realignment of work assignments is required. The Supervisor will respond in writing to such a request within ten (10) working days. If the employee, or groups of employees, is dissatisfied with the resolution, he/she may:

- (a)
 - i) Complete a Workload Review Form and submit same to his/her Supervisor as soon as possible, with a copy forwarded to the Union and the Human Resources Officer.
 - ii) The Supervisor will contact the affected individual(s) within three (3) working days of the date of submission to schedule a meeting. Both the employee and the Supervisor may have a representative present. For group complaints, the employees will select one person from amongst themselves to represent them.
 - iii) Following the meeting, the Supervisor will complete the Workload Review Form to advise of the proposed action, if any, and forward a copy of the completed form to the Local Union President and Human Resources Officer.
 - iv) Failing successful resolution, the matter may be brought forward to the Labour-Management Committee for resolution.
- (b) Workload Review Form

Any incident lodged under this provision shall be written on the Workload Review Form, available on the Employer's intranet.

Where the workload is excessive, the Labour Management Committee will review the issue(s) raised and look at a number of ways to relieve the workload issues. This may include the hiring of temporary staff, or other arrangements. Reasonable effort will be made to resolve the workload issues.

WORKLOAD REVIEW FORM

Date of Submission: _____ **Location:** _____

Department: _____ **Job Title:** _____

Please check the appropriate boxes:

Individual Concern

Group Concern

I/We the undersigned, believe that I was/we were given additional responsibilities, tasks and/or assignments that were excessive or unreasonable given the time constraints. (Provide brief description of problem/assignment below.):

To correct this problem, I/We recommend:

Name/Title of Immediate Supervisor Notified:

Management Response:

Signature of Employee(s) & Printed Name(s) on Line Below:

I/we agree with the resolution of my concern (please circle one).

YES NO

For the Union

For the Employer

Dated at Toronto this _____ day of _____, 2017.

LETTER OF UNDERSTANDING #2 – RE: HOURS OF WORK-

BETWEEN

COSTI

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 2221

It is recognized that there are employees currently working hours that do not comply with the first paragraph of Article 12.01. These specific circumstances are deemed to be in compliance with the paragraph.

For the Union

For COSTI

Dated at Toronto this _____ day of _____, 2017.

NEW
LETTER OF UNDERSTANDING #3 – RE: ARTICLE 11.09 G RETIREMENT
ALLOWANCE AND VOLUNTARY EXIT OPTION

BETWEEN

COSTI

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 2221

For the purpose of Art 11.09 G COSTI locations are defined as the following:

Vaughan Welcome Centre, Rutherford Rd, **Bldg. H**

Richmond Hill Welcome Centre

Markham North Welcome Centre

Markham South Welcome Centre

Newmarket Welcome Centre

Vaughan Employment Services, **3100 Rutherford Rd**

North York Centre, Wilson Ave., all Suites

Weston Mt Dennis Employment Centre, King St., including Jane St. Hub

Corvetti Centre, College Street

Ralph Chiodo Family Reception Centre, Lippincott St

Caledonia Centre, Caledonia **(to be replaced by 2301 Keele St.)**

Brampton Centre, Gillingham St. and Vodden St

Mississauga Centre, Winston Churchill Drive

Seniors' Day Centre, Islington Ave.

The parties agree to amend this Letter of Understanding as necessary throughout the life of the collective agreement, in the event that new centres are added, or current centre are relocated or eliminated.

For the Union

For COSTI

Dated at Toronto this _____ day of _____, 2017.

EW/COPE491
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