

COLLECTIVE AGREEMENT

between

CUSO INTERNATIONAL



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2440**



**Term of Agreement
April 1, 2022 to September 30, 2025**

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ARTICLE 1 – PREAMBLE

1.01 Cuso International is a not for profit international development organization working both in Canada and around the world. Cuso International's Mission Statement, and statements of operating principles and objectives, Strategic Plan and programming policies established by Cuso International's Board of Directors are recognized by both Parties as guiding principles for the organization and its employees. Such statements, principles and objectives guide Cuso International's working relationships with all of its constituencies in Canada and overseas.

It is further recognized that within Canadian operations of Cuso International there is a labour management structure within which "management" and "Union" exist as two separate Parties. While each Party has a legitimate role to play, this need not diminish the collective work to reach common, agreed upon, objectives.

To achieve these common objectives and to be consistent with organizational principles, the Parties agree:

- (a) To promote and maintain a cooperative, collaborative and participative relationship which is essential to the employees and to the application of sound management and administrative practices;
- (b) To foster mutual respect and accountability;
- (c) To recognize the value and contribution of employees and to be committed to providing policies and mechanisms, which will promote a secure and positive working environment;
- (d) To foster an environment in which all employees can develop skills and experience needed to be fully effective and motivated, and have the possibility of career advancement; and
- (e) That all Cuso International employees have a responsibility to respect and abide by the stated Mission and objectives of Cuso International.

In our development work, Cuso International supports cooperation, participation, joint decision-making, empowerment and impact as key enabling principles. Our workplaces should reflect the same. It is important that our Collective Agreement be an enabling tool for the people who work in Cuso International in order to increase our effectiveness in development work and ensure the wellbeing of the employees. The Parties therefore agree to set forth in this Agreement certain terms and conditions of employment affecting employees which reflect the above.

ARTICLE 2 – DEFINITIONS

2.01

"Employee" means any person included in the Bargaining Unit as defined in Article 3.01 (Recognition) and who is remunerated to work for the Employer.

"Permanent Employees" are hired on an indeterminate basis and all terms and conditions of this Collective Agreement apply.

"Full-time Employee" is one hired to work thirty-five (35) hours in a week.

“Part-time Employee” is one hired to work less than thirty-five (35) hours in a week.

“Parties” means Cuso International and Canadian Union of Public Employees and its Local 2440.

“ESA” means *Employment Standards Act of Ontario, 2000*, as amended from time to time.

“Temporary Employee” may be hired to replace an employee who will be on an approved leave of absence, absence due to Workplace Safety & Insurance Board disability, sick leave or long-term disability. Temporary employees are hired for the length of the leave of the person being replaced. The period of employment of such persons in such a position will not exceed the absentee’s leave. The individual employed in this position shall be deemed to be on probation for the entire period of employment and release or discharge of such persons shall not be the subject of a grievance or arbitration, save and except where the temporary employee alleges that the termination was for reasons that would constitute a violation of the Ontario Human Rights Code or the *Labour Relations Act*.

A temporary employee may also be hired to perform a special non-recurring task, which will last no longer than twelve (12) months. This time may be extended a further six (6) months on mutual agreement of the Union, employee, and Employer. The Employer shall notify the Chief Steward and the employee of such an extension at least five (5) working days before the end of the temporary assignment.

This Article would not preclude such temporary employees from using the job posting provision under the Collective Agreement. If the temporary employee is the successful applicant to a permanent position and completes their probation period following entry into a permanent position the employee will be credited with seniority from the date of hire as a temporary employee provided there has been no break in service longer than thirty (30) days between the end of the employment as a temporary employee and the start of employment as a permanent employee.

The Employer will outline to employees selected to fill such vacancies and the Union, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

“Leave” means an absence from work with or without pay which is authorized by the Employer or recognized by this Agreement;

- 2.02** The use of they/them/their/the employee will be used throughout this document to indicate all gender identities.

ARTICLE 3 – RECOGNITION

- 3.01** The Employer recognizes the Canadian Union of Public Employees’ Local 2440 as the sole and exclusive bargaining agent to represent Canada based employees of Cuso International save and except Managers, persons above the rank of Manager, all employees who work within the Human Resources Department and the office of the CEO.

3.02 Work of the Bargaining Unit

The parties recognize and agree that the nature of the Employer's operations are such that employees outside the Bargaining Unit may from time to time perform Bargaining Unit work,

but employees who are not in the Bargaining Unit will not perform Bargaining Unit work to such an extent that it results in the layoff of a Bargaining Unit employee(s).

3.03 New Positions and Changed Positions

If and when a new position is created for work in Canada, or an existing position is changed, the position shall be included in the Bargaining Unit unless the position is excluded as defined in Article 3.01 or one or more of the following criteria are applicable:

The position has authority to:

- (a) Make decisions on hiring of employees, granting leaves of absences and assessing performance;
- (b) Discipline, suspend or discharge employees;
- (c) Deal formally on behalf of Cuso International with the ability to resolve grievances;
- (d) Be directly involved in the process of collective bargaining on behalf of Cuso International;
- (e) Deal with matters relating to the work of Human Resources and/or Labour Relations in a confidential capacity.

The application of a new title to or the reorganization of duties of a position excluded from the Bargaining Unit shall not result in its inclusion in the Bargaining Unit. It is recognized, however, that changing methods of operation or new functions may result in the creation of new classifications or positions. Such new classifications or positions shall be included in the Bargaining Unit if such classifications or positions comprise the significant functions normally performed by the Bargaining Unit employees.

The Employer shall notify the Union of each proposed exclusion from the Bargaining Unit and the basis for such exclusion. If the Union objects to the exclusion, the parties shall meet within a period of ten (10) days and if no agreement is reached, the Union may refer the issue to arbitration.

3.04 It is understood that an employee who is appointed to an excluded position on an acting basis is excluded from the Bargaining Unit during the appointment and shall not pay dues for the duration of the acting assignment.

The Employer agrees to endeavor to notify the Union in writing within five (5) working days when an Employee is hired, promoted, transferred, laid off or recalled, or is deceased, has resigned, been suspended or terminated. Notification to the Union Chair and Chief Steward shall be deemed sufficient.

3.05 Use of Contractors

It is agreed that Cuso International may require professional and/or specialized expertise which is not Bargaining Unit work, to assist with specific assignments, projects, activities and studies. The Employer will consider current employees for such services, however, the Collective Agreement does not apply to this non-Bargaining Unit work.

When possible prior to the engagement of contractors, the Employer shall notify the Labour-Management Committee in writing of the names of contractors, dates and summary of the duties.

3.06 Office-based Volunteers

The Employer may utilize the services of office-based volunteers, where it:

- (a) Does not reduce or replace the regular hours of work or the regular pay of any employee whose job is included in the Bargaining Unit.
- (b) Does not add unreasonable workload to Bargaining Unit members.

Such persons are not members of the Bargaining Unit.

The Employer will:

- (a) Prepare terms of service for the person engaged, including providing an outline of duties.
- (b) Be responsible for managing the individuals, including discipline, performance and recognition.

Tasks related to the above may be delegated to Bargaining Unit members with agreement, but the Manager will remain accountable for the amount of time worked by volunteers.

Several core roles in the organization are specifically for volunteers. There are no time limits to the use of volunteers in these roles. These are:

- Positions within Cuso International's governance structure (i.e. Board Members);
- Organizing events;
- Delivering presentations;
- Research and writing;
- Supporting networking and advocacy;
- Selecting at Assessment Days;
- Fundraising and Stewardship of donors;

Where there will be overlap with Bargaining Unit work, the relevant bargaining unit member(s) should contribute to the outline of duties.

Other volunteer roles (such as participating in day to day office activities) are clearly Bargaining Unit work. Each manager may use volunteer time for up to seven (7) hours per week for roles within their team with the following requirements:

- (a) The Manager's team will contribute to development of the outline of duties.
- (b) The Manager will ensure that volunteer time does not exceed seven (7) hours per week within their team.

If more than seven (7) hours per week of volunteer time is proposed within a single manager-led team, a proposal for this should be developed by the Manager with input from affected team(s) and submitted to the Labour-Management Committee for approval.

The Employer will develop and maintain a system for monitoring volunteer time and activity in the organization.

3.07 Educational Placements and Students

The Employer may utilize the services of persons on work/educational placements, persons on co-op placements and summer students for carrying out specific, time-limited or sporadic

projects where the use of such persons does not reduce or replace the regular hours of work or the regular pay of any employee whose job is included in the Bargaining Unit. The Employer will prepare terms of service for the person engaged including providing an outline of duties. The Employer will be responsible for managing the individuals, including discipline, performance and recognition. Such persons are not members of the Bargaining Unit.

ARTICLE 4 - UNION MEMBERSHIP

4.01 Within thirty (30) days of employment, all employees of the Employer based in Canada shall, as a condition of employment become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members, except where the laws of the Province provide for an exception. Payment of Union dues will be mandatory for all bargaining unit members, save and except members working on acting assignments outside the bargaining unit.

4.02 Collection of Dues

The Employer shall remit the amount of the regular Union dues, initiation fees, or assessments levied by the Union on its members to the National Office of the Canadian Union of Public Employees, copied to Local 2440 twenty (20) days following the month in which they were collected. Each such remittance shall be accompanied by a list of names and classifications. Addresses will be updated by the Employer and provided to CUPE Local 2440 every six (6) months.

For the deduction of Union dues, gross salary includes the employee's regular salary plus retroactive salary adjustments, and acting pay.

4.03 Additional Deduction

The Employer shall deduct on a monthly basis \$0.01 per hour from the wages of all members of the Bargaining Unit and remit that amount to Union Aid, CUPE's Global Justice Fund, on a quarterly basis. The Employer shall include with the remittance the number of employees for whom contributions have been made. Any employee may donate more than \$0.01 per hour on request. It is understood that participation in this program of deductions by any employee in the Bargaining Unit, may be discontinued after the receipt by the Employer and the Union of that employee's written statement of desire to discontinue participation. Cuso International will encourage excluded employees and management to contribute to Union Aid, CUPE's Global Justice Fund, on the same basis as Bargaining Unit employees.

4.04 The Union shall indemnify and save Cuso International from any and all claims arising from the deduction of dues and assessments in accordance with the provisions of this Article 4.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- (a) To maintain order, discipline and efficiency and to make, alter and enforce fair and reasonable rules and regulations to be observed by the employee.
- (b) To hire, lay-off, recall, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that they have been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided.
- (c) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.
- (d) Generally to manage the operation and without restricting the generality of the foregoing, to determine the number of employees required, services to be provided, to determine work schedules, hours of work, work assignments, methods, procedures and equipment.

5.02 The Employer recognizes that all employees have the right to reasonable information, consultation, and input to decision-making with respect to the formation and implementation of Cuso International's policies and programs as they affect their job, working environment and performance.

ARTICLE 6 – DELEGATED AND/OR ACTING MANAGEMENT RESPONSIBILITIES

6.01 The Employer and the Union recognize that, from time to time, it may be necessary and desirable for the Employer to delegate certain management responsibilities to employees that are interested in accepting such responsibilities. The Employer shall notify the Union Chair and the employees in the department concerned of any acting assignments outside the bargaining unit and the anticipated duration of the assignments.

6.02 No Bargaining Unit employee may be delegated exclusive authority to:

- Make decisions on hiring of employees granting leaves of absences and assessing performance;
- Discipline, suspend or discharge employees;
- Deal formally on behalf of Cuso International with the ability to resolve grievances;
- Be directly involved in the process of Collective Bargaining on behalf of Cuso International;
- Deal with matters relating to Labour Relations in a confidential capacity.

6.03 No employee will be transferred to a position outside the Bargaining Unit without their consent.

ARTICLE 7 - DISCRIMINATION, HARASSMENT AND EMPLOYMENT EQUITY

7.01 Cuso International is committed to providing a respectful working environment in which all individuals are treated with respect and dignity. All employees have the right to freedom from harassment in any Cuso International workplace. The harassment of any employee constitutes serious misconduct and will be subject to disciplinary measures, as defined in Article 13 (Discipline, Suspension, Discharge). Harassment is illegal in the work place and will not be tolerated.

The Employer and the Union agree that there shall be no discrimination or harassment against any employee and/or potential employee on the basis enumerated in the Ontario Human Rights Code, as amended from time to time, specifically by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender identity and expression, sexual orientation, age, record of offences, marital status, family status and number of dependents, disability, political affiliation or membership in the Union.

7.02 (a) **“Harassment”** means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour whether deliberate or negligent, which a reasonable person believes denies the individual their dignity and respect, is offensive, embarrassing and/or humiliating to the individual and adversely affects the working environment.

(b) **“Sexual harassment”** includes jokes, innuendos and practical jokes of a sexual nature which cause embarrassment, or awkwardness; derogatory remarks directed towards members of one sex or one sexual preference group; displaying sexual offensive material; leering; sexual suggestive gestures; unnecessary physical contact such as touching, patting or pinching; repeated offensive sexual flirtations; advances; propositions; coercion and sexual assault. Sexual advances or solicitation, made by an individual who is in a position to grant or deny a benefit to another, constitutes sexual harassment. These advances may be accompanied by threats of reprisal or promises of benefits, made to coerce the recipient into granting sexual favours.

(c) A **“poisoned”** environment is one in which insulting or degrading comments or actions, based on an excluded ground, have had an adverse effect on the way in which one or more employees are treated by others. A poisoned environment can be based on subjective experiences and/or objective facts. It can also be independently observed and can have an impact on a third party.

7.03 Both the complainant and the respondent have the right to be accompanied by a Union Steward or their designate during any interviews or meetings with regards to a harassment complaint. Anyone involved in a complaint of harassment is required to maintain strict confidentiality with regards to the investigation of the matter. Only those on a “need to know” basis will be provided information with regards to a complaint. In any case, the Employer, or their delegate, will notify the Union Steward of any reported cases of harassment. If the Employer chooses to engage a third party for the investigation the union will be consulted in the selection of such.

7.04 There shall be no retaliation against anyone who makes the complaint in good faith or cooperates in the investigation of a complaint of harassment. Anyone who files a complaint in bad faith or for vexatious purposes will be subject to disciplinary action.

ARTICLE 8 - NEW EMPLOYEES

8.01 On commencing employment, the Employer shall introduce the new employee to their Union Representative. The representative shall be given an opportunity to meet with 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 their responsibilities and obligations to the Employer and the Union.

ARTICLE 9 – UNION REPRESENTATION

9.01 The Employer agrees to negotiate only with officially mandated employees or Union officials. Likewise the Union agrees to negotiate only with officially mandated representatives of the Employer. The Union shall provide the names of its officials in writing before the Employer shall recognize them as such.

9.02 Union Negotiation Committee

The Union Negotiation Committee shall consist of not more than three (3) members of the Local, unless otherwise agreed by both Parties. The Union will advise the Employer of the members of the Committee.

9.03 An Employer Negotiation Committee shall consist of not more than three (3) Employer Representatives selected by the Employer, unless otherwise agreed by both Parties. The Employer will advise the Union of the members of the Committee. The Employer may choose to have a non-employee spokesperson at negotiations.

9.04 Union Representation Grievance Procedure

The Union will have the right to be represented by a representative of CUPE at all stages of the grievance procedure and during negotiations for the renewal of this Agreement. The Employer agrees that the CUPE National representative will have access to the premises of the Employer to appear at grievance or bargaining meetings or to meet with the Employer.

9.05 Union Continuing Educational Functions

The Employer recognizes that education is a continuing process. Accordingly, the Employer will allow the Union to present educational functions to be held on the Employer's premises during the lunch break or after working hours. The Union will endeavor to provide the Employer with at least five (5) day's notice of its intention to hold educational or other major Union-initiated events on the Employer's premises. The Employer will give consideration to Union-initiated educational functions during work hours where such educational functions can be demonstrated to be of value to Cuso International. Use of Employer premises is subject to availability of meeting space.

9.06 Notification of Union Representative

The Union shall provide the Employer with notice of any Union representative who may be working on Cuso International's premises. It is understood that an employee may meet with any Union representative during normal work hours and in doing so, shall respect their responsibilities and obligations as employees of Cuso International.

ARTICLE 10 – CORRESPONDENCE BETWEEN UNION AND EMPLOYER

- 10.01** All formal correspondence between the Union and the Employer dealing with any part of this Agreement shall be addressed to the Chair of the Local Union, the CUPE National Representative and the Head, Global HR, respectively.
- 10.02** A copy of formal correspondence between the Employer and an employee pertaining to any dispute in the interpretation, administration or application of any part of this Agreement shall be forwarded to the Chair and Chief Steward or their designate of the Union Local, and the CUPE National Representative.
- 10.03** The Chair and Chief Steward of the Union Local or their designate shall be notified in writing of all hiring, staffing changes, layoffs, recalls and terminations of employment for any Bargaining Unit positions.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Individual Grievance

Any dispute affecting one employee constitutes an individual grievance.

Group Grievance

Any dispute affecting two or more employees which is taken up on their behalf by the Union constitutes a group grievance. Group grievances that are not resolved at the Complaint Stage go directly to Step II of the grievance process.

Policy Grievance

Any dispute arising between the Employer and the Union on matters which involve the interpretation, application or administration of the Collective Agreement in whole or in part shall be termed a policy grievance. Policy grievances that are not resolved at the Complaint Stage go directly to Step II of the Grievance Process.

Employer Grievance

Any dispute between the Employer and the Union arising out of the interpretation, application or administration of the Collective Agreement shall be termed as an Employer grievance. Employer grievances that are not resolved at the complaint stage go directly to Step II of the grievance process and are referred directly to the Chief Steward.

- 11.02** For the purpose of this Agreement, “grievance” shall mean any difference or dispute between the Employer and any employee covered by this Collective Agreement or between the Employer and the Union concerning the interpretation, application, administration, or alleged violation of this Collective Agreement including any question as to whether a matter is grievable.

11.03 The parties to this Agreement are agreed that it is of utmost importance to address complaints and grievances as quickly as possible. Time limits specified in the grievance procedure may only be extended by mutual agreement in writing between the Head, Global HR and the Chief Steward, or designates.

11.04 Complaint Stage (Manager)

Prior to instituting the formal grievance, the aggrieved employee shall advise their manager of a complaint using a complaint form that is copied to the Chief Steward or their designate and to the Head, Global HR. The Complaint Form must be submitted within fifteen (15) working days following the date of the incident which gave rise to the complaint or the date the employee or Union ought reasonably to have been aware of the circumstances giving rise to the complaint. A complaint stage discussion will take place within ten (10) working days following the receipt of the complaint form.

Cuso International commits to taking a survivor-centered approach in case of alleged sexual misconduct. If complaints pertain to sexual misconduct, including sexual harassment, exploitation or abuse, no time limit after incident will be applied regarding eligibility of complaint to launch investigation process. Further guidance regarding such cases is provided in the Employer's Workplace Harassment Policy and Prevention of Sexual Exploitation and Abuse (PSEA) Policy.

11.05 Grievance Process

If the complaint is not settled at the complaint stage then within ten (10) working days of the meeting at the complaint stage, a formal written grievance may be submitted as follows:

STEP I Head, Global HR

The aggrieved employee shall with the consent of the Chief Steward submit the written grievance to the employee's Manager, with a copy to the Head, Global HR. A meeting will be arranged by the Employer to discuss the grievance within ten (10) working days of the Employer's receipt of the grievance. The Manager shall have ten (10) working days to respond to the grievance in writing following the meeting at Step I. A copy of such response shall be sent to the Head, Global HR and the Chief Steward.

STEP II Chief Executive Officer

If the grievance is not settled at Step I, the Union may submit the grievance to the Chief Executive Officer through the Head, Global HR within ten (10) working days of receiving the written response at Step I. A meeting will be arranged to discuss the grievance within ten (10) working days and the CUPE National Representative shall attend this meeting. The Chief Executive Officer shall render their decision in writing within ten (10) working days of the meeting.

NOTE: By mutual agreement, the grievance may be referred to a mediator mutually agreed to by both parties at any point in the grievance process. Once the request for mediation is put forward the time requirement of the grievance procedure is put on hold.

11.06 The grievor shall have the right to be present at all steps of the grievance procedure and will be accompanied by a Union Representative. The grievor may delegate a Union Representative to act on their behalf for any step of the grievance procedure.

- 11.07** The Employer shall not be responsible for covering any cost the employee or the Union may incur in presenting the grievance through the grievance procedure. The Employer shall provide the necessary facilities for the grievance meetings.
- 11.08** The Employer acknowledges the rights and duties of the Chief Steward and Union Executive and agrees that the Chief Steward shall not be interfered with in the performance of their duties under this Article. The Chief Steward may investigate and process grievances during working hours, without loss of pay. Permission for time away from work duties shall be sought from the Chief Steward's Manager prior to leaving one's duties. Such permission shall not be unreasonably withheld.
- 11.09** After a grievance has been initiated by the Union, the Employer shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without consent of the Union.
- 11.10** No grievance shall be deemed to be lost due to minor technical irregularities.

ARTICLE 12 – ARBITRATION

- 12.01** If the grievance is not settled at Step II, the Union shall advise the Employer in writing, through the Head, Global HR, of its intention to proceed to arbitration within twenty (20) working days of the response given at Step II of the grievance procedure.
- Both parties to this Agreement agree that any dispute or grievance which has been properly carried through all the steps of the grievance procedure outlined in Article 11 (Grievance Procedure) and which has not been settled may be referred to a Single Arbitrator.
- 12.02** When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the Head, Global HR and/or the Chief Steward and the CUPE National Representative as the case may be.
- 12.03** Within five (5) working days of the request by either party to refer a dispute to arbitration, each party shall consult with the other party as to the selection of a Single Arbitrator.
- 12.04** If the Parties fail to appoint a Single Arbitrator, the Ministry of Labour of the Province of Ontario, upon the request of either Party, may appoint the Single Arbitrator.
- 12.05** The decision of the Single Arbitrator shall be binding upon both Parties.
- 12.06** The Single Arbitrator shall not have any 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 the Agreement. However, the Single Arbitrator shall have the power to modify disciplinary penalties or dispose of a grievance by any arrangement which is deemed just and equitable.
- 12.07** The Parties will jointly bear the expenses of the Single Arbitrator.
- 12.08** The Parties may call any employee or any Manager to be a witness at an arbitration hearing and for the time that they are required to be present at the hearing they shall be deemed to be at work. The Party calling the witness will be responsible for all non-salary expenses incurred by the witness in their attendance at the arbitration hearing. The Parties agree to facilitate a cost-efficient and effective arbitration procedure.

12.09 The Single Arbitrator may extend the time for the taking of any step in the grievance or arbitration procedure where there are reasonable grounds for such extension and the opposite Party will not be substantially prejudiced by the extension.

ARTICLE 13 – DISCIPLINE, SUSPENSION, DISCHARGE

13.01 An employee may only be disciplined or discharged/dismissed for just cause. The burden of proof shall rest with the Employer.

13.02 Principles of progressive discipline will be followed where it is appropriate to do so. A verbal warning, written reprimand, suspension without pay or discharge are disciplinary measures which may be applied according to the seriousness or the frequency of the performance problem or misconduct.

13.03 Notification of Disciplinary Measures

The Employer shall notify the employee in writing with a copy to the Chief Steward of any disciplinary measures pertaining to an employee's work performance or misconduct along with particulars for the discipline and the type of disciplinary measure imposed within five (5) working days of the meeting.

13.04 Where an employee is suspended or discharged, the grievance is filed at Step II of the Grievance Procedure.

13.05 In the case of proven serious misconduct including arson, theft, receiving of stolen goods, fraud, harassment, dishonesty, assault or similar serious misconduct committed on the Employer's premises or against a representative of the Employer or in case of acts of such nature, the Employer may discharge the employee.

13.06 Removal of Disciplinary record from File

A disciplinary record of a verbal or written warning of an employee should not be used against them after twelve (12) months from the date thereof, and it will be physically removed from their personnel file, except for issues of workplace violence, harassment, health and safety and sexual misconduct.

13.07 An employee shall have the right to review their personnel file and to respond in writing to any document contained therein. Such review must be done in a secure location, in the presence of a representative designated by the Employer.

13.08 In a meeting where an employee is to be disciplined or discharged or any investigation meetings where there is a possibility that discipline may result, the employee shall have the right to have the Chief Steward or their designate present. The Parties may agree that a meeting may be held by telephone conference or virtually . The Employer will provide the Chief Steward or their designate with a copy of the particulars for the discipline as per the provisions in Article 13.03.

13.09 Failure to cross a legal picket line at the employee's place of work for one shift during the legal strike of another bargaining unit located on the Employer's premises, shall not be considered grounds for disciplinary action other than loss of pay for the period involved.

ARTICLE 14 – SENIORITY

14.01 Seniority is defined as the length of continuous service in the Bargaining Unit with the Employer since the first day of last hire. Full-time and part-time employees accumulate seniority at the full-time rate regardless of the number of hours worked per week.

14.02 Accumulation of Seniority

Seniority continues to be accumulated during the following approved leaves: Annual Leave; Occasional Sick Leave; Extended Sick Leave; Pregnancy Leave; Parental Leave; Bereavement Leave; Jury/Court Leave; Election Leave; Union Leave, Compassionate Care Family Leave.

14.03 When Seniority is Frozen

Seniority is frozen and further seniority is not accumulated during periods of leave without pay, long-term disability, incarceration and layoff. Seniority for members of the Bargaining Unit will continue to be accrued in case of temporary assignment of up to 12-months outside of the Bargaining Unit to any position within Cuso International, regardless of the position or contractual arrangement (including consultancy, permanent or temporary employment).

14.04 Seniority List

The Employer shall provide the Union Chair with a copy of an up to date seniority list in April of each year and when any layoffs have been identified.

14.05 Where a new employee has completed their probationary period, they shall acquire seniority rights which date back to the date of hire as an employee.

14.06 Termination of Seniority

Seniority once established for an employee shall be forfeited and the employee's employment shall be terminated under the following conditions:

- (a) If they retire;
- (b) If they are discharged for just cause and not reinstated through the Grievance or Arbitration Procedures;
- (c) If they fail to report for duty after a lay-off or recall within ten (10) working days or leave of absence in accordance with the provisions of this Agreement unless by reason of sickness or just cause;
- (d) If eighteen (18) consecutive months have elapsed from the day of lay-off;
- (e) If they are absent from work for more than three scheduled working days without notifying the Employer unless there is just cause for the failure to provide such notice;
- (f) If they resign and does not retract the resignation in writing within one (1) scheduled work day;
- (g) If they utilize a leave for a purpose other than which it was granted.
- (h) If they are incarcerated for a period of twelve (12) months or longer.

14.07 Any employee who chooses to take a permanent position outside of the Bargaining Unit will lose all seniority rights under this Collective Agreement after six (6) months outside of the Bargaining Unit.

ARTICLE 15 – SELECTION PROCESS

15.01 Applications

All employees have the right to apply for any position in Cuso International.

15.02 Posting

It is agreed that for the purposes of filling Bargaining Unit vacancies that are anticipated to be of six (6) months or more, the following will apply:

- (a) The vacant position shall be posted internally only, or internally and externally at the same time. Members on recall or on leave shall be included, notified in writing, either by email or by being mailed to the last known address on file with the Employer.
- (b) The posting will be for a minimum of seven (7) working days.
- (c) Notification of a position vacancy will contain the job title, location, salary band, anticipated start date, Bargaining Unit status, summary of qualifications, summary of responsibilities, the closing date of the competition, and job description.
- (d) Relocation is a personal choice and should be a personal expense except in the case where an Employer deems the position warrants paying relocation costs.

On a best effort basis, notification of the position postings will be provided to the Union (Chair and Chief Steward) with reasonable advance notice ahead of the actual posting of the position with the rationale for the decision as to internal/external release. This may be provided orally if not possible to provide in writing.

15.03 Vacant Positions

At the time a position becomes vacant, an assessment will be made within twenty-five (25) working days to determine whether the position will be posted, put on hold temporarily or made redundant. The decision will be communicated to all employees within the same time period.

Any position that has been put on hold temporarily, will be revisited within 6 calendar months after the 25 days assessment period, with the aim to determine whether the position will be posted or made redundant.

15.04 Selection Committee

The Employer will appoint a Selection Committee to assess the candidate(s). The Selection Committee must have not less than two (2) and normally not more than four (4) members. The Selection Committee will involve employees knowledgeable of the specific requirements of the position and familiar with all current selection processes.

Candidate information from applications, references, or interviews is confidential and the Selection Committee members must agree to abide by this policy.

15.05 Selection Process

Step I

Applications from non-Bargaining Unit members will not be shared with the Selection Committee until Step III.

Internal applicants shall be assessed on their education, experience, knowledge and skills related to the essential qualifications detailed in the job description as presented in a resume and cover letter and via interview questions. Completed performance appraisals, including information as documented by both the employee and their manager, may be included in the assessment process.

No internal applicant shall be unreasonably denied an interview. Internal candidates shall not be deemed unqualified if it is agreed by the Selection Committee that a reasonable transfer of skills is possible, and that the candidate can reach a reasonable level of proficiency to fill the posted position, through further training, within 90 days of starting the position.

The employer may not reject the application of an internal candidate based on the Employer's perception that the transfer or promotion of the candidate will result in an organizational inefficiency as a result of the candidate's current position becoming vacant.

Candidates will be assessed against each of the essential requirements as specified in the job description by one or more of the following:

- (a) Resume and cover letter
- (b) References
- (c) Interview questions
- (d) Written and/or other tests

Step II – Bargaining Unit Members

- (a) Applications from Bargaining Unit members will be assessed and a decision made according to the essential requirements as listed in the job description.
- (b) If only one (1) Bargaining Unit member meets the essential requirements as listed in the job description, they will be appointed into the position.
- (c) Where two (2) or more Bargaining Unit members meet the essential requirements as listed in the job description, the employee with the greatest seniority will be appointed into the position.
- (d) Within ten (10) working days of the decision with respect to Bargaining Unit members, the Employer will provide a verbal explanation (and on request in writing) to Bargaining Unit members who have been denied the appointment of the reasons why they have not been selected.

Step III – External Applicants

Where no Bargaining Unit member meets the essential requirements as listed in the job description, external applicants will be assessed against each of the essential requirements as specified in the job description. Methodology may reasonably differ from the assessment of internal candidates.

Step IV – Final Selection

The Selection Committee will forward a selection decision to Human Resources.

Final selection of a candidate is the responsibility of the Employer, who will consider the selection report and recommendations of the Selection Committee.

15.06 Absence of Successful External Candidates

Where the selection process set out in Article 15.05 has been followed and no candidate is appointed to the position, the Employer may choose to re-advertise the same vacancy and/or do a subsequent round of interviews with external candidates. In such cases, all applicants (internal and external) shall be considered at the same time.

15.07 Where the appointment is not confirmed following the trial or probation period, the Employer may fill the vacancy from other candidates recommended from the Selection Committee or re-post the vacant position.

15.08 Employee Exchanges

Employee Exchanges within Cuso International may occur where feasible and desirable. The Employer will facilitate appropriate (demonstrated mutual benefit) employee exchanges whereby two employees may exchange jobs for a specific period of time to enable both employees to become more familiar with the other's area of work. The employee's position is retained for them, and during the exchange the employee shall continue to receive the salary and benefits of their substantive position. An employee exchange should be based on qualifications, skills, experience, or demonstrated potential ability to meet minimum job requirements with a training period of three (3) months. An employee exchange is at the request of the employee or Employer but must be accepted by the employee. All employee exchanges must be approved by the Employer.

An employee exchange may occur once an employee has worked a minimum of twelve (12) months in their position. The maximum period of an employee exchange is twenty-four (24) months. Under normal circumstances the employee must return to their position for a minimum of twelve (12) months before taking another employee exchange. The Employer may waive the twelve (12) months requirement.

During an employee exchange within Cuso International all terms and conditions of the Collective Agreement will apply. The rights and benefits of employees on an employee exchange within Cuso International under Article 18 (Layoffs, Recalls and Severance) are dictated by the usual position that is retained for them, not by the position they hold through the employee exchange.

ARTICLE 16 - PROBATIONARY PERIOD FOR NEW EMPLOYEES

16.01 Definition of Probation

"Probation" means the period of employment during which the Employer has not confirmed appointment to the position.

16.02 Duration

Permanent Full-time Employees shall be on probation for a period of six (6) calendar months from date of hire during which time they will receive the position specific training/orientation needed for the position.

Permanent Part-time Employees shall be on probation for a minimum period of six (6) months and must have reported a minimum of 500 hours worked before the completion of the probation period which is not to exceed eight (8) months.

The probationary period for Permanent Full-time and Part-time Employees shall be extended by a period equivalent to any paid or unpaid leave taken which is greater than one (1) week. The Employer will consult with the Union and the employee when considerations are given to an extension to the probationary period. Following consultation, the Employer may extend the probationary period for up to three (3) months. The Employer shall provide a written rationale for such extension to the Union and employee.

Employees, full-time or part-time, shall be on probation for a period of three (3) calendar months if they are the successful candidate for a permanent position after having worked for the organization as a temporary employee for a period of 12 months or longer.

16.03 Probationary Performance Review

The Probationary Performance Review will be based on the Job Description and the work plan if there is one. The results of the Probationary Performance Review will be given to the employee in writing.

16.04 If the probationary period is extended, a remedial plan will be developed which will be the basis, with the job description, for a Probationary Performance Review by the end of the extended probationary period. After this review, the Employer will confirm the employee into their position or terminate the employee.

16.05 Where serious performance problems are identified during the first three (3) months of the probationary period or through the Probationary Performance Review, notice shall be given to the employee and the Union Chief Steward. The employee has the right to union representation during the Probationary Performance Review discussions with the Manager. The Manager will describe and document the performance concerns. The employee will have the opportunity to explain or defend their performance. The Employer shall then inform the employee of areas where improvement is necessary and provide an opportunity to improve their performance. Where performance concerns continue, after informing the Union, the Employer shall have the sole discretion to terminate the employee.

ARTICLE 17 – TRIAL PERIOD FOR EMPLOYEES TRANSFERRED OR APPOINTED TO A DIFFERENT POSITION WITHIN THE BARGAINING UNIT.

17.01 Definition of Trial Period

"Trial Period" means the initial period associated with a transfer during which appointment to the position has not been confirmed by the Employer.

Where an employee is appointed to a position, they shall serve a Trial Period during which time they will receive the position specific training/orientation needed for the position. No sooner than three (3) months from the date of appointment but no later than six (6) months, the Employer will carry out a Trial Period Performance Review at which time the Employer will confirm the employee into their position, or return the employee to their former position.

17.02 In the event the employee proves unsatisfactory in the position during the trial period or is unable to perform duties of the position they will be returned to their former position or if their position no longer exists they shall have the rights in accordance with Article 18 (Layoffs, Recalls and Severance). If the employee finds the job unsatisfactory within the first three (3) months, they can request to be returned to their former position. In such cases, the Employer may fill the vacancy from other candidates recommended by the Selection Committee.

17.03 Trial Performance Review

The Employer has the responsibility for ensuring that the Trial Performance Review meeting is scheduled before the end of the trial period as defined in Article 17.01 and shall give one (1) week's notice of this meeting to the employee. Where a scheduled meeting cannot take place because of extraordinary circumstances, the review shall be conducted not more than ten (10) working days after the original scheduled meeting. If this is not possible, the Head, Global HR will request in writing an extension from the Chief Steward or designate. If the Trial Performance Review does not take place as outlined in this Article, the employee is deemed to be confirmed into their position.

17.04 The Trial Performance Review will be based on the Job Description and the work plan if there is one. The results of the Trial Performance Review will be given to the employee in writing.

ARTICLE 18 – LAYOFFS, RECALLS AND SEVERANCE

18.01 Layoff

A layoff shall be defined as a reduction in hours of work for a position/job, the elimination of a position, or a position that has changed more than 40% in the type of duties and/or level of responsibility, and/or qualifications of a position.

Where a layoff may be required, the Employer and the Union agree to the following procedure:

Step I – Union Notification

The Employer shall notify the Union in writing about a potential layoff prior to the expected date of issuance of a layoff notice. Whenever circumstances permit, this should be at least thirty (30) days in advance of issuing the notice.

Step II – Union / Human Resources Meeting

The Employer and the Union will meet to discuss alternative measures, which may prevent the layoff of employees.

Step III – Layoff Notice

An employee receives a Layoff Notice of thirty (30) calendar days or in accordance with the notice requirements of the Employment Standards Act of Ontario, as amended from time to time, whichever is greater.

The Employer may provide payment in lieu of notice.

Step IV – Transfer to a Vacant Position or Bumping

An employee in receipt of a layoff notice shall have the right to choose to transfer to a vacant position, bump another employee, go on recall or accept the layoff.

The employee will have five (5) workdays to identify that they will exercise their rights under this article.

The employee will identify in writing to the Manager of Human Resources the position(s) that they feel that they are qualified for in order of preference.

If the employee does not identify within 5 working days, employer may proceed with finalizing layoff.

Transfer to a Vacant Position

Where alternative measures cannot be agreed upon, or will not prevent the layoff of employees, the employee about to be laid off shall have the opportunity to be transferred to a vacant position that the Employer wishes to fill at the same, higher or lower classification level, providing the employee meets the essential requirements of the position as specified in the Job Description.

Candidates will be assessed against each of the essential requirements as specified in the Job Description by one or more of the following: Resume, references, interview questions, written or other tests.

Such vacant position shall not be posted, as provided for in Article 15 (Selection Process) of this Agreement.

The employee transferred into a higher band would go to the step in that band closest to, but not lower than their current salary. The employee transferred into a lower band would go to the step in that band closest to, but not higher than their current salary.

An employee transferred in this way will be the subject of a trial period of three (3) months. In the event the employee proves unsatisfactory in the position during the trial period or is unable to perform duties of the position they will re-enter the layoff process at Step IV.

Bumping

An employee about to be laid off will have an opportunity to bump an employee with the least seniority in the same, higher, or lower rated classification provided the employee exercising the right meets the essential requirements of the position as specified in the Job Description.

Candidates will be assessed against each of the essential requirements as specified in the Job Description by one or more of the following: Resume, reference, interview questions, written or other tests.

The employee bumping into a higher band would go to the step in that band closest to, but not lower than their current salary. The employee bumping into a lower band would go to the step in that band closest to, but not higher than their current salary.

An employee transferred in this way will be the subject of a trial period of three (3) months except that in the event the employee proves unsatisfactory in the position during the trial period or is unable to perform duties of the position they will re-enter the layoff process at Step IV.

Step V

Where the procedures set out in Steps I to IV do not result in averting a layoff situation, a layoff will take place.

18.02 Recall

No new employee shall be hired until all employees laid off have been given an opportunity of recall to any bargaining unit positions for which they meet the essential requirements of the position as specified in the Job Description.

Candidates shall be assessed on their years of employment with Cuso International as well as their education, experience, knowledge and skills related to the essential qualifications detailed in the job description as presented in a resume and cover letter and via interview questions. Completed performance appraisals, including information as documented by both the employee and their manager, may be included in the assessment process.

It is the Employer's responsibility to ensure that all laid off employees are notified and it is the employees' responsibility to ensure that the Employer has their most recent contact information on file. The notice of recall shall be delivered by e-mail, with the employee acknowledging receipt and providing a response within five (5) calendar days after the e-mail transmission from the Employer. In the event of acceptance of a recall, the employee shall be required to return to work within ten (10) calendar days of acceptance. Should the employee not return to work, they shall lose all seniority and recall rights, and employment shall terminate.

All employees on the recall list shall have the opportunity to apply for all new or vacant positions.

The term of recall shall be eighteen (18) months from the date the employee commenced layoff.

An employee who may be recalled to fill a vacant non-permanent position in the Bargaining Unit shall revert to layoff status at the conclusion of the assignment and shall retain the right to further recall for the maximum period of eighteen (18) months that would be extended by the time worked from the date of original layoff.

Grievances concerning layoffs and recalls shall be initiated at Step II of the Grievance Procedure.

18.03 Severance Pay

Employees who are terminated except for those terminated for just cause, shall be entitled to severance pay according to the following formula:

- (a) Two (2) weeks full-time salary per each full year of continuous employment as a full-time employee up to a maximum amount equivalent to twelve (12) months' salary; and/or
- (b) Two (2) weeks pro-rated salary per each full year of continuous employment as a part-time employee up to a maximum amount equivalent to twelve (12) months' salary.

Employees with ten (10) or more years of service who are terminated, except for those terminated for just cause, shall be entitled to severance pay as calculated above for the first 10 years, and according to the following formula for any years over 10 years of service:

- (a) Three (3) weeks full-time salary per each full year of continuous employment as a full-time employee up to a maximum amount equivalent to twelve (12) months' salary; and/or
- (b) Three (3) weeks pro-rated salary per each year of continuous employment as a part-time employee up to a maximum amount equivalent to twelve (12) months' salary.

For the purposes of calculating severance, the salary on which the calculation is based will be the full-time salary for the permanent position from which the employee was terminated, pro-rated for part-time employees.

Pro-rated salary will be calculated in accordance with the actual hours worked during any and each period of part-time employment.

This severance payment represents a payment in recognition of service upon termination of employment by the Employer without just cause. An Employee will be entitled to no more than one year's wages upon termination of their employment.

If the employee is offered a compensation package from the Employer for voluntary termination or early retirement, the package will be approved by the Union.

ARTICLE 19 – REGISTERED RETIREMENT SAVINGS PLAN

- 19.01** Every permanent employee who has successfully completed the probationary period shall become a member of the group RRSP Plan provided by Cuso International. The Employer will provide on a monthly basis contributions of five percent (5%) of the employee's gross salary. The employee shall contribute no less than three percent (3%) of the employee's gross salary to the group RRSP Plan. Contributions will be deducted from their regular wages. Employees may contribute any additional amounts up to the maximum allowable contribution limit as determined by the Canada Revenue Agency.

ARTICLE 20 - EMPLOYEE HEALTH BENEFITS

20.01 Definition of Dependents

For the purposes of Health benefits, eligible dependents are:

The Spouse: The term spouse means a husband or wife by virtue of a religious or civil marriage ceremony, except that a person of either sex living with the employee will be deemed to be the employee's spouse, if publicly represented as the employee's spouse, and has been living with the employee for at least one (1) year or has a child from the relationship if earlier than one (1) year. A Spouse shall only be eligible for health benefits if they are not covered by another employer-sponsored plan.

The unmarried children, up to the age of twenty-one (21), or if a full-time student up to the age of twenty-five (25). The term child means an off-spring of the employee or a child legally adopted by the employee. It also means a stepchild of the employee, provided:

- The child is living with a dependent of the employee;
- The spouse of the employee (parent of the child) has legal custody over the child.

20.02 The Employer will provide, through an insurer, a benefits plan to all eligible employees, in accordance with the qualifying terms and conditions of the plan(s). Such plan(s) will include coverage for the following:

- Life Insurance
- Long Term Disability Insurance
- Accidental Death and Dismemberment Insurance
- Medical Care
- Dental Care
- Vision Care

Changes to the insurer, coverage or cost shall be jointly reviewed as required and changes shall be agreed to by the parties in a timely manner.

At the time of employment, all eligible employees shall receive an information package regarding insured and pension benefits and a written explanation of deductions.

20.03 The employee will be provided with access to the group insured benefit plans, upon satisfying the qualifying waiting period under the plan(s).

20.04 All group insured benefits plans will require financial contributions to the premium cost as follows:

Life Insurance	100% employer paid premium
Dependent Life Insurance	100% employer paid premium
Long Term Disability Insurance	100% employee paid premium
Accidental Death and Dismemberment Insurance	75% employer / 25% employee
Medical Care	75% employer / 25% employee
Dental Care	75% employer / 25% employee
Vision Care	75% employer / 25% employee

Employee premiums shall be deducted from regular wages.

20.05 Employees who do not meet the qualifying terms and conditions of the insured benefits plan(s) will be provided with six percent (6%) of gross salary in lieu of such benefits.

20.06 A copy of the Master Plan Text(s) shall be provided to the Union. The Employer and the Union shall inform the members of the Bargaining Unit of any benefit changes that have been agreed to by the parties in writing thirty (30) calendar days in advance of the changes taking effect.

20.07 Claims Settlement

Any dispute as to entitlement to benefits provided by an insurance carrier is between the employee and the carrier.

20.08 Provincial / Territorial Health Plans

In accordance with applicable provincial law, the Employer shall pay the premium cost of the employee for public health coverage (e.g. provincial health plans).

ARTICLE 21 – SICK LEAVE, EXTENDED SICK LEAVE (SHORT TERM DISABILITY) AND LONG TERM DISABILITY

21.01 Occasional Sick and Mental Health Leave

On April 1st of each year each employee shall be credited with twelve (12) days of sick leave for permanent and temporary employees. Such leave is prorated to hours worked for any part-time or temporary employees and is not accumulated from year to year. It shall be the responsibility of the employee to advise their manager or delegate at the beginning of or prior to the first day of any such absence whenever possible. Sick leave is to be utilized in case of personal illness/appointments or illness/appointments related to an immediate family member. Sick leave may also be utilized as mental health days.

An employee who is absent on Occasional Sick Leave for three (3) or more consecutive working days may be required to provide a medical certificate from the employee's treating physician who examined them during the period of absence. Where an employee appears to be taking sick leave benefits in a pattern that could suggest abuse, the Employer may require the employee to provide a medical certificate to substantiate any requests for future sick leave. Failure to provide such a medical certificate will result in loss of these benefits for any unsubstantiated days.

21.02 Extended Sick Leave

An employee who requires more than five (5) consecutive sick leave days may be provided with a Record of Employment (ROE) for Employment Insurance purposes. The employee shall exhaust all Occasional Sick Leave in their sick leave bank, prior to the issuance of the ROE. The ROE will be sent to Employment Insurance electronically and the employee is then responsible for submitting their application for Employment Insurance benefits. Employees will be responsible to provide information from their treating physician regarding any limitations, restrictions, general nature of the illness/injury, and prognosis for return to modified or regular duties as requested. The employee will be provided a form for completion by the treating physician for this purpose.

The employee who is eligible for EI sick leave benefits will be provided with top-up of EI sick leave benefits as follows:

Length of Continuous Service	Top-Up to EI Sickness Benefits	
--	95% of salary for:	70% of salary for:
3 months but less than 1 year	--	15 weeks
1 year but less than 2 years	2 weeks	13 weeks
2 years but less than 3 years	6 weeks	9 weeks
3 years but less than 4 years	10 weeks	5 weeks
4 years and more	15 weeks	

The amounts in the table indicate the maximum compensation to be provided of EI sick leave top-up.

It is understood that the employee's regular weekly salary includes holiday pay (as referred to in Article 22.01 (Paid Holidays)).

While on Extended Sick Leave, the employee will continue to be covered by group Health Benefits and Group RRSP and required to pay applicable employee contributions by way of post-dated cheques. Employees will have their benefits discontinued if post-dated cheques are not provided or returned "Non Sufficient Funds". Group RRSP contributions will be based on the percentage of the applicable top-up of EI benefits.

Union dues will only be deducted from the amount of Employer top up while on Extended Sick Leave.

21.03 Employees on Long Term Disability

The Employer and the Union shall cooperate in the safe and early return to work for permanent employees in receipt of long term disability benefits. The Employer will accommodate employees who have disabilities in the workplace to the point of undue hardship. Employees on long term disability shall provide updated medical information from their treating physician including any limitations, restrictions, general nature of the illness and prognosis for return to work or to perform modified duties.

21.04 The employee will be compensated for any medical documentation required by the Employer in this article.

ARTICLE 22 – PAID HOLIDAYS

22.01 The Employer recognizes the following eleven (11) approved paid holidays:

1. January 1st
2. February Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. August Civic Holiday
8. Labour Day
9. Thanksgiving
10. Christmas Day 25th
11. Boxing Day 26th

Those Bargaining Unit members working in a province other than Ontario may substitute any provincially mandated public holiday for February Family Day and/or August Civic Holiday.

The Employer provides up to half a day of work to employees on Remembrance Day (November 11) and National Truth and Reconciliation Day (September 30) upon request, where they wish to attend ceremonies, participate in acts of remembrance or reconciliation. Employees undertake to inform their manager when they intend to take this time.

22.02 When any of the approved paid holidays falls on a regular scheduled non-working day then the next regular working day shall be deemed to be a holiday, for the purposes of this Agreement.

22.03 Work on a Paid Holiday

If an employee is required by their line manager to work on one of the eleven (11) approved paid holidays because of an emergency, or who is scheduled in writing to work by their line manager on any of the above-mentioned approved paid holidays, they shall receive one and one-half (1½) times their regular straight time hourly rate for all hours worked on such holiday, in addition to holiday pay which for full-time employees will be another day off with pay. All other employees will receive holiday pay in accordance with Article 22.07. At the employee's option, a day off with pay in lieu of the holiday will be scheduled by mutual Agreement. The additional lieu day or day off is to be scheduled by mutual agreement within fifteen (15) days before the holiday or sixty (60) days after the holiday.

22.04 An employee on layoff, LTD leave or any leave of absence without pay is not entitled to holiday pay or time off in lieu.

22.05 Substitution of Paid Holidays

An employee can substitute three (3) paid holidays for those provided in Article 22.01 if their religious beliefs or cultural holidays or related child care arrangements require them to be absent from work on days other than the paid holidays provided. Such arrangements should be planned and approved in conjunction with work plans and the paid holiday schedule of other employees in the work unit or office.

22.06 Part-Time Employees Working on Paid Holidays

Employees who are working part-time will be remunerated for an approved paid holidays in accordance with the formula for holiday pay as set out in the ESA.

22.07 Christmas Closure

Three discretionary days will be scheduled by the Employer between and around Christmas and New Year to facilitate official office closure. This schedule will be communicated to all employees by September 1st.

ARTICLE 23 - ANNUAL LEAVE

23.01 Permanent employees shall be entitled to annual leave based on years of service as per the following annual leave thresholds:

- (a) Employees with less than eight (8) years of service shall receive three (3) weeks' vacation. Vacation pay shall be paid on the basis of 6% of wages earned in the accrual period, pro-rated according to regular hours of work for part-time employees;
- (b) Employees with eight (8) years of service shall receive four (4) weeks' vacation. Vacation pay for such Employees shall be at their current rate. Vacation pay shall be paid on the basis of 7.71% of wages earned in the accrual period, pro-rated according to regular hours of work for part-time employees;
- (c) Employees with fifteen (15) years of service shall receive five (5) weeks' vacation. Vacation pay for such Employees shall be at their current rate. Vacation pay shall be paid on the basis of 9.65% of wages earned in the accrual period, pro-rated according to regular hours of work for part-time employees;
- (d) Employees with twenty-three (23) years of service shall receive six (6) weeks' vacation. Vacation pay for such Employees shall be at their current rate. Vacation pay shall be paid on the basis of 11% of wages earned in the accrual period, pro-rated according to regular hours of work for part-time employees.

The employee's anniversary date of employment with Cuso International shall be the date used in determining the employee's Annual Leave entitlement. Employees hired prior to March 29, 2017 maintain their leave entitlement as of that date and any additional weeks of vacation will be earned as per the annual leave thresholds outlined in this Collective agreement.

23.02 Temporary Employees % in Lieu of Annual Leave

Temporary Employees have the option to receive 4% in lieu of annual leave on each pay cheque.

23.03 Annual Leave Advance

Bargaining Unit members may request in writing to their Manager in advance to borrow annual leave entitlement from future annual leave entitlement to a maximum of ten (10) days annual leave entitlement. The amount of annual leave entitlement borrowed shall be repaid by the employee upon their return to duty through the employee's normal monthly accumulation.

23.04 Each day of annual leave taken by an employee will be paid at their current salary when taking the leave.

23.05 Employees are provided annual leave to support their work-life balance and all reasonable efforts should be taken to use annual leave in the year in which it is accrued. The employee's annual leave period shall be the fiscal year and employees are required to take a minimum of two (2) weeks/year. If the employee does not schedule two (2) weeks annual leave before January 15th of each year then the Employer will schedule two (2) weeks before the end of each fiscal year. An annual leave carry over of up to one-half (½) the employee's annual entitlement or up to ten (10) days (whichever is less) shall be allowed. A plan, explaining how this leave carry-over will be taken during the following annual leave period must be submitted to the Employer for approval in advance of the carry-over. Any excess accrued annual leave entitlement will be paid out to the employee at the end of the fiscal year.

23.06 An employee who leaves their employment having exceeded their leave entitlement as at the last day worked shall repay the Employer for the dollar value of such leave based on their current salary, or will have that amount deducted from any outstanding wages or expense reimbursement as the case may be.

- 23.07** If a Paid Holiday, as defined in Article 22.01, falls or is observed during an employee's annual leave period, it will not be deducted from the employee's annual leave entitlement.
- 23.08** Where an employee is hospitalized or where they qualify for bereavement leave during the period of annual leave, there shall be no deduction from annual leave credits for such absence. The period of annual leave so displaced shall either be added to the leave period or reinstated for use at a later day, at the employee's option.
- 23.09** An employee should plan their annual leave with their Manager as part of the regular work-planning cycle. Requests for specific annual leave periods are to be submitted to the Manager prior to March 31st of each year. When employees request the same annual leave period and the Employer can not grant the request for the same time period, then seniority will be the determining factor.

Annual leave requests received after March 31st of each year will be considered on a first come first served basis rather than seniority.

Annual leave schedules shall be posted by May 1st of each year.

Subject to operational requirements, employees may receive their annual leave in unbroken periods of not more than four (4) weeks unless otherwise agreed between the employee and the Manager.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Union Leave

Three (3) Union representatives shall be granted time off from work without loss of regular pay, seniority and benefits for up to five (5) days of direct negotiations with the Employer, and two (2) days of conciliation, as required.

- i. The Employer shall, subject to operational requirements, grant the Union representatives two (2) days per person paid Union Leave during the period surrounding the renewal of this Agreement for the purpose of assembling bargaining proposals, and other matters related to the renewal of the Agreement.
- ii. A Union representative shall be granted time off from work without loss of regular pay, seniority and benefits for the period required for meetings with the Employer to settle a grievance and for attendance at arbitration.
- iii. Leave of absence without pay and without loss of seniority shall be granted, subject to the operational requirements, to employees who are elected or appointed to represent the Union at a conference, convention, Board of Directors meetings or other Union business. The total for all such leave without pay for all employees shall not exceed twenty (20) person days in a calendar year.
- iv. Employees can accumulate overtime hours to be used for Union leave. Such leave will be tracked on the employee's monthly attendance record.

There will be no cap on the personal Union overtime bank with the provision that it is only used for Union leave and cannot be cashed out.

Employees may make arrangements among themselves to transfer personal Union overtime hours. Such transfers must be properly documented.

The request for the Union to access this bank of leave will be made by the Chair of the Local.

- v. An employee who is elected or selected for a full or part-time position within CUPE 2440, or with a labour organization with which CUPE 2440 is affiliated, shall be granted unpaid leave of absence and shall accumulate seniority for a period of one (1) year, as per Article 14.01 (Seniority). On returning to work, the employee shall be reinstated in their position. The employee shall provide two (2) weeks' notice to the Employer prior to the start of the leave and prior to return from leave
- vi. Whenever possible, two (2) weeks' notice in writing of a request for Union Leave provided in Articles 24.01(ii) to 24.01(iv) must be submitted by the Union to the Employer.

24.02 Unpaid Leave of Absence

An employee with two (2) years of service may request a leave of absence without pay for professional development, education or other reasons. Leave shall be granted for up to twelve (12) months except in the case of an International Volunteer Placement with Cuso International up to twenty-six (26) months. Leave is dependent on the employee's reasonable assurance of their intention to return to their position. Such applications shall not be unreasonably denied by the Employer but are subject to operational requirements.

Leave shall normally be granted on a full-time continuous basis and may be extended at the discretion of the Employer.

An employee applying for leave without pay, shall provide three (3) months' notice in writing before the date on which they wish to begin their leave. As appropriate, this notice period may be waived by the Employer.

An employee who has been absent from work on an unpaid leave of absence must return to work for at least twenty-four (24) months before any additional unpaid leave under Article 24.02 may be approved.

At the end of the leave the employee shall be returned to their former position if it still exists or in the event of lay off or elimination of the position, the employee shall have the right to exercise their options under Article 18 (Layoffs, Recalls and Severance), upon return to work.

Benefits while on Leave Without Pay

The employee may have the option to maintain the Employee Health Benefits provided for in Article 20 (Employee Health Benefits) while absent on approved leave. The employee will pay the Employer, in advance, quarterly or through an agreed upon payment schedule, one hundred percent (100%) of the premium cost involved to maintain their employee benefits by way of post dated cheques. If a cheque is returned Not Sufficient Funds, benefits will cease. The Employer's share of pension contributions shall cease during the employee's leave. The Employer will not provide sick leave benefits, holiday pay nor will the employee accumulate vacation leave credits or seniority during the leave period. The employee will not pay union dues to CUPE Local 2440 during the leave without pay.

Where an employee requests an early return from an unpaid leave as provided for in this Article, the Employer shall not be obligated to re-engage where replacement staffing commitments have already been made.

24.03 Bereavement Leave

An employee shall be entitled to up to five (5) consecutive calendar days leave to deal with the death, without loss of pay or benefits, in the case of the death of an immediate family member, defined as a parent, spouse, child, stepchild, grandparent, grandchild, stepparent, mother in law, father in law, sister, brother, stepsister, and stepbrother. An employee shall be entitled to up to three (3) consecutive calendar days leave, without loss of pay or benefits to attend the funeral of an aunt, uncle, first (1st) cousin, niece, and nephew.

Where the service occurs more than five hundred (500) kilometers from the employee's office, such leave may be extended to include reasonable travel time, as may be necessary.

24.04 Compassionate Care Family Leave

Employees shall be granted an unpaid leave of up to twenty-eight (28) weeks of a 52-week period, to provide care or support to a gravely ill family member at risk of dying, and in accordance with the employment standards legislation of the province where the employee works. During the leave the employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, the employees will be placed in their former position if it still exists or to a comparable one if it does not. Employees may be entitled to E.I. benefits during this leave.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority.

24.05 Jury Leave and Court Leave

An employee who is summoned to serve as a juror or who is required by writ or subpoena to appear in court as a witness will be paid their regular pay for the time they are required to be in court provided the employee presents to the Employer the process which required their presence in court and pays over to the Employer any amount received by them as such juror or witness. Court leave does not apply to the employee(s) personal civil or criminal proceedings.

24.06 Election Leave

Employees eligible to vote in government elections and referendums, will be granted leave with pay to the extent required by law for the purpose of voting in elections and referendums.

ARTICLE 25 – PREGNANCY, PARENTAL, OR ADOPTION LEAVE

25.01 Pregnancy Leave

The Employer shall not deny the pregnant employee the right to continue to work until their date of delivery. The Employer reserves the right to request a doctor's certificate indicating that the employee is capable of continuing their duties during the pregnancy.

- (a) An employee who is pregnant and has been employed at least 13 weeks, shall be entitled to an unpaid leave of absence of up to seventeen (17) weeks. The leave of absence shall not end before the expiration of six (6) weeks following the actual date of delivery. Seniority shall accumulate during this leave of absence.
- (b) The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which the leave of absence will commence and furnish the Employer with the certificate of a legally qualified medical practitioner giving the estimated day upon which delivery will occur.
- (c) An employee may shorten the duration of the six (6) week period mentioned in this Article giving the Employer two (2) weeks notice of intent to do so and furnishing the Employer with a medical certificate confirming that the employee is able to return to work.
- (d) An employee who intends to resume employment on the expiration of a leave of absence granted under this Article shall so advise the Employer by giving two (2) weeks' notice in advance and on their return to work, the Employer shall reinstate the employee to the position held at the time of leave or provide the employee with alternative work of a comparable nature, without loss of seniority or benefits accrued to the commencement of the leave of absence.
- (e) The employee with thirteen (13) weeks service who receives pregnancy leave under the Collective Agreement and who applies for and receives Employment Insurance benefits pursuant to the Employment Insurance Act, is entitled to receive from the Employer while on pregnancy leave, for each of fifteen (15) weeks where the employee receives Employment Insurance benefits, supplementary payments equal to the difference between eighty-five percent (85%) of the employee's weekly gross salary and the Employment Insurance benefits received.

In addition to the foregoing, the Employer will pay the employee eighty-five percent (85%) of their normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

Employees residing in the province of Quebec who receive benefits under the Quebec Parental Insurance Plan (QPIP) are entitled to the same level of top-up (15 weeks @ 85%). The Employer will adjust the timing of the top-up to harmonize with the benefits structure provided by QPIP; the employee will be paid eighty-five percent (85%) of their normal weekly earnings during the final two (2) week period of the leave.

25.02 Parental Leave

- (a) An employee with thirteen (13) weeks service and who is eligible to take Parental Leave pursuant to the requirements of the ESA shall be entitled to an unpaid leave of absence of up to sixty-one (61) weeks if the employee also took a pregnancy leave or

up to sixty-three (63) weeks if the employee did not take a pregnancy leave. An employee can choose between standard or extended parental benefits. The term "parent" means any person who falls under the definition of "parent" in accordance with the ESA.

- (b) Employees who have taken a Pregnancy Leave and who wish also to take Parental Leave must commence their Parental Leave immediately when the Pregnancy Leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- (c) Parental Leave benefits are only available within the seventy-eight (78) weeks following the child's birth, or for adoptive parents within the seventy-eight (78) weeks from the date the child is placed with you, unless the employee chooses extended parental benefits and then the applicable EI rules will apply.
- (d) Effective on confirmation by the Canada Employment Insurance Commission on the appropriateness of the Employer's Supplementary Unemployment Benefits (SUB) Plan, an employee who is on Parental Leave who has applied for and is in receipt of EI benefits shall be paid a SUB. That benefit shall be equivalent to the difference between eighty-five (85%) percent of the employee's normal weekly earnings and the sum of their weekly EI benefits at the standard rate and any other earnings.

This will be paid out for a period not exceeding fifteen (15) weeks for those who choose standard parental benefits and for a period not exceeding thirty (30) weeks for those who choose extended parental benefits. In either case, the total amount of the SUB will remain the same.

Receipt by the Employer of the Employee's EI SUB Report will serve as proof that the Employee is in receipt of EI benefits.

In addition to the foregoing, the Employer will pay the employee eighty-five percent (85%) of their normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

Employees residing in the province of Quebec who receive benefits under the Quebec Parental Insurance Plan (QPIP) are entitled to the same level of top-up (15 weeks @ 85%). The Employer will adjust the timing of the top-up to harmonize with the benefits structure provided by QPIP; the employee will be paid eighty-five percent (85%) of their normal weekly earnings during the final two (2) week period of the leave.

25.03 Two Parents Employed and Sharing of Parental Top-Up

In the event that both parents of a newborn or adopted child are Cuso International employees, the parental leave top-up either of fifteen (15) or thirty (30) weeks may be shared or used by one (1) employee to the maximum of either fifteen (15) or thirty (30) weeks total parental leave top-up benefit.

25.04 Benefits During Leave

The employee shall have the option to maintain group health insured and pension (RRSP) benefits while on leave. The Employer shall pay its share of the premiums/costs provided the employees pay their share by way of post-dated cheques for the duration of the leave. If a cheque is returned Not Sufficient Funds, the benefits shall cease.

ARTICLE 26 - REMUNERATION FOR EMPLOYMENT-RELATED EXPENSES

26.01 Work-Related Expenses

Employees will be reimbursed for approved travel and business-related expenses as per approved policies and procedures. Such expenses will normally include authorized expenses incurred during Cuso International work (e.g. mileage, per diems, travel and accommodation etc.) as per policies that may be amended from time to time.

26.02 Professional Fees/Licenses

The Employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or to be licensed.

26.03 Child Care Costs

An employee who, with the approval of their Employer Representative, is required to attend work-related meetings beyond normal work hours shall be reimbursed for reasonable child care costs for their child or children normally requiring the employee's care.

ARTICLE 27 - STRIKES AND LOCK-OUTS

27.01 There shall be no strikes, work slowdowns or lock-outs so long as this Agreement is in effect.

ARTICLE 28 - HOURS OF WORK

28.01 Regular Hours of Work

The normal work week is thirty-five (35) hours per week comprised of five (5) seven (7) hour days exclusive of a one (1) hour unpaid eating period. Variation on allocation of work hours in the week may be determined through mutual agreement between employees and their managers, and in line with organizational hybrid work policies.

28.02 Flexible Work Conditions

The Employer is committed to developing and maintaining organizational hybrid-work policies which will provide guidance with respect to flexibility of regular work hours, locations of work and workplace conditions.

28.03 Overtime

The parties agree that a work week for the purposes of calculating overtime will be Monday through Sunday.

- (a) Compensation for overtime worked will be taken in the form of time off in lieu. Where an employee is required to work in excess of seven (7) hours per day or an average of thirty five (35) hours per week, they shall be compensated for overtime at straight time for the first five (5) hours and then the compensation rate thereafter shall be at time and one half (1.5) of the basic hourly rate.

- (b) The Manager shall be responsible for prior authorization of overtime. Employees may accumulate up to 70 hours of overtime at any one time in their overtime bank. Under normal circumstances, after 70 hours is accumulated, no further overtime will be approved until leave is taken to reduce the accumulation. Employees shall be responsible for informing their Employer about unforeseen circumstances or situations that may require them to accumulate more than 70 hours overtime.
- (c) Time off in lieu shall be taken at a time or times agreed to by the employee and the Employer. This should be taken as close as possible to the period of overtime worked, within the same fiscal year.
- (d) Time off in lieu shall be taken by October 31st of each year. For full time employees, overtime leave carry-over of up to five (5) days, will be allowed. Part time employees' carry-over will be allowed on a pro-rated basis. Example: .6FTE x 5 = 3 days. A plan explaining how this leave carry-over will be taken, must be submitted to the Employer for approval.
- (e) Employees are required to submit their bi-weekly attendance sheets to their Manager through the HR Information System indicating any overtime worked during the reporting period and providing back up documentation for pre-approval.

28.04 Employees may accumulate Travel Time spent while traveling on Cuso International business in accordance with Cuso International Policy, as amended from time to time.

ARTICLE 29 - SALARY ADMINISTRATION

29.01 Recognition of Prior Experience for New Hires

Offers of employment and the determination of starting salaries are to be made by the Human Resources Department using the following scale, based on the new employee's relevant experience gained performing similar duties (in a similar setting) to those of the position on offer:

Up to three (3) years	= Level 1
More than three (3) years, but less than five (5) years	= Level 2
More than five (5) years, but less than seven (7) years	= Level 3
More than seven (7) years, but less than nine (9) years	= Level 4
More than nine (9) years, but less than eleven (11) years	= Level 5
More than eleven (11), but less than thirteen (13) years	= Level 6
More than thirteen (13), but less than fifteen (15) years	= Level 7
More than fifteen (15), but less than seventeen (17) years	= Level 8
More than seventeen (17) years	= Level 9

When the Employer believes that because of market pressures there is a need to compensate new hires in a manner that does not reflect the above placement, the Employer will consult with the Union through the Labour Management Committee to explain their rationale.

29.02 Payroll Deposit

The Employer shall pay net salaries to employees in accordance with its usual payroll practices which currently includes bi-weekly payment by direct deposit. Any changes to the current practice shall be by mutual agreement of the parties.

29.03 Rates of Pay on Acting or Appointment to a Position in a Higher Salary Band

When an employee is acting in or appointed to a position in a higher salary band, their salary will be determined by Cuso International's current policy on salaries on appointment. The new salary band will be recognized on a level which is at least five percent (5%) greater than the current salary.

29.04 Acting in a Higher Salary Band

Employees who accept the request by the Employer to temporarily fill in a higher salary band for a period of at least five (5) days during the absence of another employee are entitled to acting pay as per Article 29.03 (Rates of Pay on Acting or Appointment to a Position of a Higher Salary Band). The employee in the acting position assumes all of the principal duties and responsibilities excluding those listed in Article 3.03 (New Positions and Changed Positions).

29.05 No employee will be transferred to a position outside the Bargaining Unit without their consent.

29.06 Performance-based Salary Increases

Upon recommendation by their manager following an annual performance review, existing employees, working at Cuso International for more than 1 year, may be provided an increase in Level within the same Band. Such increases are provided on the basis of clear procedures designed to recognize an employee who consistently exceeds performance expectations.

ARTICLE 30 – ANNUAL PERFORMANCE REVIEW

30.01 The purpose of the Annual Performance Review shall be to assess strengths and weaknesses of performance, to discuss workload issues, to provide an opportunity for support and constructive feedback, to identify professional development objectives, and to agree on plans for meeting these objectives. The format will be approved by the Labour-Management Committee and will include an opportunity for employee comments. The format of the Annual Performance Review is available from the Human Resources Department.

30.02 On an annual basis, each employee shall participate in a review of their work with their Manager. The Annual Performance Review will be done in reference to the employee's job description, and relevant work plan(s) and professional learning and development plans.

The employer recognizes professional development as a key component for growth and advancement of Cuso International and its employees. In accordance to the Cuso International Employee Learning and Development Plans, HR will work with the employee and the employee's manager to determine training requirements consistent with requirements need of the organization.

30.03 The Manager and the employee will complete the relevant sections of the written report of the Annual Performance Review which shall then be signed by both the Manager and the employee.

30.04 Responsibility for performance reviews rests ultimately with the Manager. In consultation with the employee, the review may include feedback on performance from colleagues, service providers, volunteers and other relevant stakeholders.

ARTICLE 31 – PERFORMANCE APPRAISALS FOR PERFORMANCE PROBLEMS

- 31.01** Article 31 does not apply to employees who are in a Probationary or Trial Period and who have not been confirmed to their positions.
- 31.02** Where performance problems have been identified during the course of the year for an employee who has been confirmed to their position, the Manager shall notify the employee of the problem and shall advise the Chief Steward that an appraisal under this Article is being done. The Manager will conduct a Performance Appraisal, in which they will describe and document the performance concerns. The employee has the right to Union representation during the Performance Appraisal discussions with the Manager. The employee will have the opportunity to explain or defend their performance.
- 31.03** The Manager will provide an opportunity for the employee to improve their performance through a remedial plan. The Manager will consult with the employee with respect to the terms of such a plan. The plan will include mechanisms for monitoring the implementation of the remedial plan.
- 31.04** A written report of the Performance Appraisal and remedial plan will be prepared by the Manager and will be signed by the Manager and the employee. The employee has the right to respond in writing to the Performance Appraisal Report. The Report and any written response from the employee will be kept on the employee's file. A copy of the Report and remedial plan will be given to the employee.
- 31.05** At the completion of the remedial plan, the Manager will conduct another Performance Appraisal. The Performance Appraisal may take place at an earlier date if monitoring of the remedial plan indicates that the plan is not meeting expectations for improvement of performance. The Manager shall determine whether the remedial action was successful, whether further remedial action is needed or whether disciplinary action under Article 13 (Discipline, Suspension, Discharge) is appropriate.

ARTICLE 32 – HEALTH & SAFETY

32.01 Cooperation for Safety

The Union, the employees, and the Employer shall cooperate in promoting and adhering to good health and safety practices to ensure an occupational environment which will provide protection from factors adverse to employee health and safety.

32.02 Health and Safety Obligations

The Employer shall comply with all applicable health and safety legislation, regulations and guidelines which shall constitute minimum acceptable standards and practices to be improved upon by joint agreement of the Parties to ensure a safe working environment for all employees.

The Union and the Employer agree to the establishment of a Joint Labour-Management Occupational Health and Safety Committee whose function shall be those specified in the Ontario Occupational Health and Safety Act and Regulations thereto.

Furthermore, the Joint Committee shall have the authority to develop and maintain a Health and Safety policy and have regard for all applicable Health and Safety legislation in developing these guidelines for its operation.

32.03 Time off for Health and Safety

Training: upon agreement of the Joint Committee, its members may be entitled to time off from work with pay to attend educational courses and seminars for instruction and upgrading in health and safety matters.

ARTICLE 33 – JOB EVALUATION & CLASSIFICATION

33.01 All positions will be evaluated by a common classification system by the Joint Job Evaluation and Classification Committee (JJECC). The classification system to be used has been developed in cooperation with Union representatives, and is outlined in the Classification and Pay Equity Report of the Labour-Management Committee (Classification) to be issued by the JJECC.

33.02 Classification (New Positions)

When a new position is established which is Bargaining Unit work, the JJECC shall determine the classification level for such position and notify in writing as soon as possible the Manager and the Union of such determination.

33.03 Re-Classification (Existing Positions)

- a) When an employee in an existing job classification believes that their position is incorrectly classified, they may submit in writing a request for review to the Head, Global HR, with a copy to their Manager and the Chief Steward. If the Head, Global HR is in agreement with the employee's request, they will submit the request to the JJECC within ten (10) working days. If the Head, Global HR is not in agreement with the employee's request, they will notify the employee and the Chief Steward in writing within five (5) working days. A request for classification will be considered if an employee's job description has changed more than 40% in the type of duties and/or level of responsibility, and/or qualifications of a position.
- b) A request for review shall include:
 - i. The employee's full name, present classification and band and level;
 - ii. The name of the department and/or section and location of work;
 - iii. A job description for the position to be reviewed;
 - iv. The reasons why the present classification is considered to be inappropriate, and the justification for the job classification which is considered to be correct;
 - v. A request for review shall not be entertained on the grounds of the inadequacy of the pay scale assigned to the classification.

- 33.04** The JJECC shall consider any request that has been forwarded by the Head, Global HR. The JJECC shall notify in writing the Head, Global HR, the Union and the employee(s) concerned of the results of the review, once completed.
- 33.05** If a position is evaluated lower by the JJECC, the incumbent would maintain their current salary and their right to salary increments through the existing salary band. Any incumbent who is evaluated higher by the JJECC would be placed on the new salary band by the Head, Global HR.
- 33.06** Rates increased as a result of an employee's request for review shall be retroactive to the date that such request was received by the Head, Global HR. The employee's wage will be determined by placing them on the wage grid at the level which will not be less than the amount of the previous Band.

33.07 Job Descriptions

The Employer shall prepare a written job description for each existing Bargaining Unit job as well as when a job is created or whenever the duties of a job change. These descriptions shall be provided to the affected employee and the JJECC. Job descriptions will be reviewed as part of the annual review process to ensure they are accurate and current.

The Employer shall undertake to provide any member of the Bargaining Unit with a copy of their job description when requested.

33.08 Language and Translation

The Employer and the Union recognize the importance of bilingualism. The Employer will consult with the Labour-Management Committee any time that there is a change in the language requirement of a job.

The Employer shall ensure that translation services for documents of two hundred (200) words or more shall not be the work of the bargaining unit. However, no employee shall be required to perform translation services unless it is part of their normal and regular work.

ARTICLE 34 – LABOUR-MANAGEMENT COMMITTEE: TERMS OF REFERENCE

34.01 Purpose

The Labour-Management Committee's (LMC) role is to meet, discuss and make recommendations to the respective Parties to the Collective Agreement on matters of mutual concern and/or interest to employees and Cuso International. The Members are at liberty to discuss matters related to the Collective Agreement where agreement is needed on intent and interpretation. The final recommendations of the LMC are submitted to the Chief Executive Director and the Union.

34.02 Composition

The LMC is made of up to three (3) nominees of Cuso International and up to three (3) from Local 2440 of CUPE who are mandated to represent the interests of all Parties to the Collective Agreement to ensure, to the degree possible, that harmonious relationships and effective communications on labour relations matters exist throughout the organization.

34.03 Functions

- (a) Regardless of the Party represented, the members of the Committee are expected to work as a team when examining a situation to ensure that the most favourable recommendation is formulated to deal with each issue;
- (b) To ensure at all times that the interests and concerns of all employees are recognized and that joint recommendations are made;
- (c) To meet every two (2) months, on an agreed schedule, with an agenda, where the items to such agenda will have been discussed by the respective Parties in advance of such meetings, thus assuring a consultative process which will facilitate the formulation of more informed recommendations from a more informed or clearer base. Both the Labour and Management representatives shall be designated as chairpersons and shall alternate in presiding over meetings. Meetings may be scheduled more frequently by mutual agreement of the Parties.

ARTICLE 35 – WORKLOAD

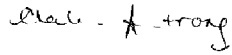
35.01 If an employee has a workload concern that they cannot resolve with their manager directly, then the matter will be referred to the Chief Steward and/or Chair for discussion with the intent to involve Human Resources. If deemed necessary, the matter may be referred to the Labour-Management Committee and recommendations may be made to the Chief Executive Officer

ARTICLE 36 – TERM OF AGREEMENT

- 36.01** This Agreement shall be binding and remain in effect from April 1, 2022, to September 30, 2025, and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing in accordance with Article 36.03.
- 36.02** All provisions of this Agreement are to be effective commencing the first day of the first pay period following the date of ratification of both parties except where a later effective date or retroactivity is specifically provided for.
- 36.03** Within ninety (90) days before the expiry date of the Agreement either Party may give notice in writing to the other Party of its intention to bargain collectively to conclude a new Agreement.
- 36.04** The Employer shall arrange for the electronic distribution of the Collective Agreement to every employee. In the event of a discrepancy between the meaning of the original version and that of the translated version, the version in which it was negotiated shall prevail. All articles and/or letters of agreement were negotiated in English. The version in which an article was negotiated shall be the basis for any grievance or arbitration.

Signed electronically by the Parties.

For the Union:



Charlene Armstrong



Tina Sweeney (May 6, 2022 13:20 EDT)

Tina Sweeney



Eduardo Diazgranados (May 6, 2022 12:26 EDT)

Eduardo Diazgranados



Mathieu Tessier (May 6, 2022 11:42 EDT)

Mathieu Tessier

mw*cope 491
April 8, 2022

For the Employer:



Nicolas Moyer



Bomi Awesu

LETTER OF AGREEMENT

between

Cuso International

and

Canadian Union of Public Employees and its Local 2440

Re: Joint Job Evaluation and Classification Committee

The JJECC will review the job evaluation tool and, if necessary, modify the tool, with the review to be completed before the expiry of this Collective Agreement.

Signed electronically by the Parties.

For the Union:

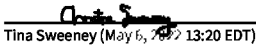


Charlene Armstrong

For the Employer:



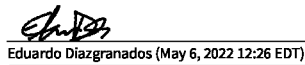
Nicolas Moyer


Tina Sweeney (May 6, 2022 13:20 EDT)

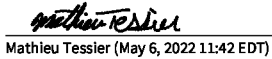
Tina Sweeney



Bomi Awesu


Eduardo Diazgranados (May 6, 2022 12:26 EDT)

Eduardo Diazgranados


Mathieu Tessier (May 6, 2022 11:42 EDT)

Mathieu Tessier

mw*cope 491
April 8, 2022

LETTER OF AGREEMENT

between

Cuso International

and

Canadian Union of Public Employees and its Local 2440

Re: Performance-based salary increase


The employer commits to developing clear procedures and mechanisms for the application of Article 29.06 and to consult with the labour management committee before its application. No salary increases will be provided under the terms of Article 29.06 until the procedures are in place to do so. The employer commits to establishing these procedures by April 1st 2023.

Signed electronically by the Parties.


For the Union:




Charlene Armstrong


Tina Sweeney (May 6, 2022 13:20 EDT)

Tina Sweeney


Eduardo Diazgranados (May 6, 2022 12:26 EDT)

Eduardo Diazgranados


Mathieu Tessier (May 6, 2022 11:42 EDT)

Mathieu Tessier

mw*cope 491
April 8, 2022

For the Employer:



Nicolas Moyer



Bomi Awesu

APPENDIX I – COMPENSATION SCALES FOR EMPLOYEES IN CANADA

Currency – Canadian Dollars

Effective Date July 1, 2022

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
Band 1	\$42,741.89	\$43,810.73	\$44,905.10	\$46,028.68	\$47,179.00	\$48,358.52	\$49,567.21	\$50,806.30	\$52,076.46
Band 2	\$49,153.78	\$50,383.14	\$51,641.68	\$52,933.06	\$54,256.04	\$55,611.88	\$57,002.97	\$58,428.09	\$59,888.80
Band 3	\$56,526.30	\$57,939.24	\$59,387.50	\$60,872.22	\$62,394.62	\$63,954.75	\$65,552.53	\$67,191.72	\$68,871.51
Band 4	\$59,352.24	\$60,835.75	\$62,356.93	\$63,915.83	\$65,513.64	\$67,151.58	\$67,790.85	\$70,551.47	\$72,315.25
Band 5	\$62,320.45	\$63,878.15	\$65,474.73	\$67,111.44	\$68,789.51	\$70,508.88	\$72,272.08	\$74,079.04	\$75,931.02
Band 6	\$66,090.86	\$67,742.76	\$69,435.93	\$71,171.68	\$72,951.27	\$74,774.69	\$76,644.53	\$78,560.81	\$80,524.83

4.00% Economic Increase to all Bargaining Unit Members

Currency – Canadian Dollars

Effective Date July 1, 2023

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
Band 1	\$43,596.73	\$44,686.94	\$45,803.20	\$46,949.26	\$48,122.58	\$49,325.69	\$50,558.56	\$51,822.42	\$53,117.98
Band 2	\$50,136.86	\$51,390.81	\$52,674.51	\$53,991.72	\$55,341.16	\$56,724.12	\$58,143.03	\$59,596.66	\$61,086.57
Band 3	\$57,656.82	\$59,098.03	\$60,575.25	\$62,089.66	\$63,642.52	\$65,233.84	\$66,863.58	\$68,535.55	\$70,248.94
Band 4	\$60,539.28	\$62,052.46	\$63,604.07	\$65,194.15	\$66,823.91	\$68,494.61	\$69,146.67	\$71,962.50	\$73,761.56
Band 5	\$63,566.86	\$65,155.72	\$66,784.22	\$68,453.67	\$70,165.30	\$71,919.06	\$73,717.52	\$75,560.62	\$77,449.64
Band 6	\$67,412.67	\$69,097.62	\$70,824.65	\$72,595.12	\$74,410.29	\$76,270.18	\$78,177.42	\$80,132.03	\$82,135.33

2.00% Economic Increase to all Bargaining Unit Members

Currency – Canadian Dollars

Effective Date July 1, 2024

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
Band 1	\$44,468.66	\$45,580.68	\$46,719.27	\$47,888.24	\$49,085.03	\$50,312.21	\$51,569.73	\$52,858.87	\$54,180.34
Band 2	\$51,139.59	\$52,418.62	\$53,728.00	\$55,071.55	\$56,447.98	\$57,858.60	\$59,305.89	\$60,788.59	\$62,308.30
Band 3	\$58,809.96	\$60,279.99	\$61,786.76	\$63,331.46	\$64,915.37	\$66,538.52	\$68,200.85	\$69,906.26	\$71,653.92
Band 4	\$61,750.07	\$63,293.51	\$64,876.15	\$66,498.03	\$68,160.39	\$69,864.51	\$70,529.60	\$73,401.75	\$75,236.79
Band 5	\$64,838.20	\$66,458.83	\$68,119.91	\$69,822.74	\$71,568.61	\$73,357.44	\$75,191.87	\$77,071.84	\$78,998.63
Band 6	\$68,760.93	\$70,479.57	\$72,241.15	\$74,047.02	\$75,898.50	\$77,795.59	\$79,740.97	\$81,734.67	\$83,778.03

2.00% Economic Increase to all Bargaining Unit Members

Currency – Canadian Dollars

Effective Date July 1, 2025

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
Band 1	\$45,358.03	\$46,492.30	\$47,653.65	\$48,846.01	\$50,066.73	\$51,318.45	\$52,601.12	\$53,916.05	\$55,263.95
Band 2	\$52,162.38	\$53,466.99	\$54,802.56	\$56,172.98	\$57,576.94	\$59,015.77	\$60,492.01	\$62,004.36	\$63,554.47
Band 3	\$59,986.16	\$61,485.59	\$63,022.50	\$64,598.09	\$66,213.67	\$67,869.29	\$69,564.87	\$71,304.39	\$73,087.00
Band 4	\$62,985.07	\$64,559.38	\$66,173.68	\$67,827.99	\$69,523.59	\$71,261.80	\$71,940.19	\$74,869.78	\$76,741.53
Band 5	\$66,134.96	\$67,788.01	\$69,482.31	\$71,219.20	\$72,999.98	\$74,824.59	\$76,695.70	\$78,613.27	\$80,578.61
Band 6	\$70,136.15	\$71,889.16	\$73,685.97	\$75,527.96	\$77,416.47	\$79,351.50	\$81,335.79	\$83,369.36	\$85,453.59

2.00% Economic Increase to all Bargaining Unit Members
