

COLLECTIVE AGREEMENT

between

**Cooperation Canada
(hereinafter called the “Employer”)**



and

**The Canadian Union of Public Employees
and its Local 3371
(hereinafter called the “Union”)**

CUPE·SCFP / *Canadian Union of Public Employees
Syndicat canadien de la fonction publique*

April 1, 2024 – March 31, 2028

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PREAMBLE: LAND HONOURING

Cooperation Canada's Ottawa offices are located on the unceded, unsurrendered Territory of the Anishinaabe Algonquin Nation (colonially, Ottawa). The parties honour that the work of Cooperation Canada and the Canadian Union of Public Employees Local 3371 takes place on the traditional territories of First Nations, Inuit and Metis across Turtle Island.

ARTICLE 1 – PURPOSE

1.01 The Parties to this Agreement consider that harmonious work relationships are essential to the well-being of Employees and to the application of management and administrative practices. The Parties further recognize that cooperation is essential to individual, organizational and international development processes. The Parties therefore agree to set forth in this Agreement certain terms and conditions of employment relating to work conditions affecting the Employees which will promote harmonious and cooperative relations and will thereby improve the quality of the Employer's services in all its operations and assist in the realization of the organization's mandate.

ARTICLE 2 – INTERPRETATION AND DEFINITIONS

2.01 List of Definitions

"Bilingual" means proficiency orally and in comprehension in both official languages as recognized in Canada (English and French).

"CEO" means the Chief Executive Officer or their designate.

"Child" for the purpose of Employee group benefits means any child dependent on an Employee in a "parent-child" relationship, including a legally adopted child or a stepchild, where the child is,

- a) from live birth but under twenty-one (21) years; or
- b) twenty-one (21) years of age or over and incapable of self-sustaining employment by reason of disability; or
- c) twenty-one (21) years of age or over, but under twenty-five (25) years of age and is a full-time student and chiefly dependent on the Employee for support and maintenance.

"Days" means calendar days and "work days" means days the agency is normally operating its business.

"Dependent" means an Employee's partner or unmarried child, as described below:

"Employee" means a person in the Bargaining Unit.

"Employer" means Cooperation Canada.

"Fiscal year" shall be from April 1st to March 31st.

“Grievance” means any difference or dispute arising between the Parties to this Agreement concerning the interpretation, application, administration or alleged violation of this Agreement or a matter where it is alleged that a party to this agreement has acted unjustly or improperly.

“Intern” means a student enrolled in a program of study, brought into the organization to perform work that is related to the intern’s program of study, for a period not to exceed four (4) months, except in cases where called for by the nature of the intern’s educational work-placement program. These include, for example, co-operative education placements, summer students, and more. Interns are not part of the Bargaining Unit. The Employer will provide the Union with information on interns, including length and nature of work with the organization, when they join.

“JJEC” means the Joint Job Evaluation Committee.

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

“Membership Officer” is a Bargaining Unit member designated by the Union to represent members as identified by the Union, in writing.

“Partner” means

- a) the person to whom an Employee is lawfully married through an ecclesiastical or civil ceremony; or
- b) on designation in writing by an Employee, filed with the Employer, identified at the beginning of employment. This designation can be reviewed annually and must be done in writing by the Employee to the Employer. The Employee is responsible for notifying the Employer, in writing, when changes occur to partner designation status.

“Union” means the Canadian Union of Public Employees and its Local 3371.

“Union Representative” means any member of the Local 3371 executive board, which shall be the President, Vice-President, Treasurer, Secretary, or Membership Officer.

ARTICLE 3 – RECOGNITION

3.01 No Other Agreements

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

3.02 Description of the Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3371 as the bargaining agent of all Employees of Cooperation Canada, save and except, Deputy Directors, Directors and those above the position of Director, the Executive Assistant/Coordinator to the CEO, the Manager of Finance and Administration, the Accounting Officer and any individuals employed on specific projects for which the Employer does not have exclusive responsibility for selection, direction and evaluation.

3.03 Indeterminate Employees

An indeterminate Employee does not have a pre-determined end date. They may be employed on a part-time or full-time basis and shall become Bargaining Unit members of the Union from the date of hire. Full-time indeterminate employees are covered by all the terms of this agreement whereas part-time indeterminate employees are subject to Article 3.05.

3.04 Term Employees

The Employer and the Union recognize that term positions that are discrete pieces of work in the form of projects, short-term replacements, or assignments for a specific length of time will be necessary for the Employer. These are considered “term Employees” under this agreement, as per the descriptions below.

Term Employees shall become members of the Union from the date of hire and except as otherwise provided in this Agreement, shall be covered by all terms of this Agreement except for Articles 17, 18, 19.05, 19.06, 19.09, 22.05 (financial aspects), 22.09, 22.10, 22.12, 22.13, 22.14, 23.04, and 28.06. Term employees who work a minimum of 20 hours per week may participate in Employee Group benefits (19.08) except STD/LTD, when employed on a contract for a period of no less than 6 months and after serving a three (3) month waiting period. Term employees are entitled to Sick Leave (Article 19.03) and Annual Leave (21.01) on a pro-rated basis based on the term of their contract.

Term employees who are part time employees shall also have Sick Leave (Article 19.03), Annual Leave (Article 21.01), any leaves for which they are eligible as term employees under Article 22, Salaries (Article 28.08 and schedules A, B, C and D) pro-rated based on the numbers of hours worked per week by the part-time employee compared to the normal work week.

Term Employees includes (but is not limited to) an Employee who is hired externally to replace an Employee whose position is within the Bargaining Unit and who is absent on approved vacation or leave of absence (for example, pregnancy/parental leave, sick leave, compensable injury leave, education leave, secondment, etc.) In such cases, term Employees are hired for the length of the leave of the person being replaced.

3.05 Part-time Employees

Part-time indeterminate Employees are covered by all terms of this Agreement except as otherwise provided in this Agreement and as follows:

- a) Article 28.08 and any corresponding Schedules shall be pro-rated based on hours worked;
- b) Salary Article 19.03 (Sick leave) shall be pro-rated;
- c) Articles 19.05, 19.06 and 19.08 shall only apply where a part-time employee works a minimum of 20 hours per week. Article 19.05, 19.06 and 19.08 shall not apply to Part-time employees who work less than 20 hours per week.
- d) Annual leave under Article 21.01 shall be pro-rated. In cases where this is less than the requirements of the Employment Standards Act, 2000, as amended, shall apply in lieu of Article 21.01.
- e) Any paid leaves under Article 22 shall be pro-rated.
- f) The Employer may provide a part-time employee with a professional development allowance under Article 28.06 *; however, in determining whether a professional development allowance will be granted, the amount of the allowance and/or any caps on the allowance, the Employer may consider a part-time employee's hours of work or length of service as well as the needs of full-time employees.

The pro-ration shall be based on the number of hours worked per week by the part-time employee compared to the normal work week.

3.06 Consultants

A consultant is a professional working predominantly outside the premises of the Employer who is in the business of contracting their services for a consultant's fee. It is recognized that there may be certain areas of expertise or skills that may need to be purchased and that would not be available to Employer on an Employee basis. Consultants can be used for contracts of up to seventy-five (75) days annually, and/or for contracts of less than 18 hours/week for an indeterminate length of time, unless otherwise agreed to by the Union and the Employer as per Article 3.10.

3.07 Interns, Volunteers, Educational Placements & Students

The Employer may utilize the services of interns 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. Such persons are not members of the Bargaining Unit.

3.08 Excluded Employees

Persons excluded from the application of the Agreement, whether or not employed by the Employer, may from time to time perform work normally performed by Employees in the Bargaining Unit as long as it is only for the purpose of instruction or in cases of emergency, i.e. where the Employees are not available. Where the period of such work will exceed four (4) weeks, this would require mutual agreement of the Union and the Employer.

3.09 Contract Renewals

Term Employees: Notice will be given to the Union of the engagement of all term Employees, the reason for and the duration of their employment and any extension of their employment as required.

Where possible, the Employer will advise the Union and affected Employee when a contract is not being renewed at least four (4) weeks before the end of said contract.

Consultants: Employer shall maintain on a common drive, accessible to all Union members, an up to date list of all consultants engaged on contracts, the reason for and duration of their contract, and any contract extensions. In the case of an individual consultant being contracted beyond seventy-five (75) days annually, a consultation with the Union will take place before additional days are granted. The consultation should include consideration of the legitimate program needs of the Employer, the maintenance of the integrity of the

Bargaining Unit and the recognition of the stability brought to the workplace by Employees.

3.10 New Positions Created

If and when a new position is created or an existing position is changed, the position shall automatically be included in the Bargaining Unit, subject to the provisions outlined in 3.02.

ARTICLE 4 – CHECK OFF OF UNION DUES

4.01 Employee Deductions

The Employer shall deduct from the salary of each Employee an amount equal to the “Union dues”.

“Union dues” means the dues paid by a member of the Union in accordance with the Constitution and By-Laws of the Union and includes special assessments as levied by the Union.

4.02 Gross Salary

Gross salary includes any remuneration received by the Employee from the Employer.

4.03 Remittance of Union Dues

The Employer shall remit the amount of the Union dues to the National Secretary-Treasurer of the Canadian Union of Public Employees via Electronic Funds Transfer within thirty (30) days from the last day of the month in which Union dues were deducted. Each such remittance shall be accompanied by an alphabetical list of Employees’ names and classifications, on whose behalf deductions have been made, the amount of deductions for each member, their salary, number of full-time and part-time Union members, Union dues structure, and a total of regular wages earned. A copy shall be sent to Local 3371.

4.04 Dues Receipts

Deductions for Union dues and amount in lieu thereof shall appear on Income Tax T-4 slips prepared by the Employer.

4.05 Change in Union Dues

The Union will give notice of change in Union dues two (2) months in advance.

4.06 Union Security Clause

All new Employees covered by this Agreement shall become and remain members in good standing of the Union, from the date upon which they were hired.

4.07 Indemnity

The Union agrees to indemnify and hold the Employer harmless with respect to all deductions for Union dues made pursuant to this Article and with respect to any liability or claim made against the Employer by the employee(s) or any other person arising out of deductions made pursuant to this Article.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

The Union recognizes and acknowledges that final executive authority for the Employer's programs and policies rests with the Employer. The Employer agrees that it will not exercise its functions in a manner inconsistent with the provision of this Agreement.

5.02 Implementation of Policy and Programs

The Employer recognizes the right of all Employees to be consulted with respect to the procedures for implementing its policies and programs, reflecting the principles of Article 1.01.

ARTICLE 6 – DISCRIMINATION AND HARASSMENT

6.01 No Discrimination, Violence and Harassment

The Employer and the Union agree that there will be no discrimination or harassment against any Employee contrary to the *Ontario Human Rights Code*, as amended from time to time.

The Parties agree that Employees will neither engage in nor be subject to threats of physical abuse or physical harm. Any form of violence and discriminatory behaviour, including sexual violence, sexual harassment, and racism, are considered harassment. What constitutes an act of discrimination shall be governed by the legislation, regulations and jurisprudence pursuant to the *Ontario Human Rights Code*, as amended from time to time.

Every Employee can expect to be treated fairly in the workplace, in an environment free of discrimination based on prejudice, harassment or abuse of authority. The Parties agree that this does not restrict the authority of the Employer to meet its obligations under the Collective Agreement.

6.02 Persons with Disabilities

The Employer and Union agree that special consideration shall be given to the employment and continued employment of persons with disabilities and that every effort shall be made to accommodate any such disability in accordance with the Ontario *Human Rights Code*, as amended from time to time.

6.03 Employment Equity

The Employer and Union recognize the value of employment equity as a means to enriching Cooperation Canada and agree to promote and pursue the objective of employment equity in its hiring practices, and to correct any conditions of disadvantage in employment and access to employment experienced by members of particular groups, including but not limited to those identified in the **Employment Equity Act** and 2SLGBTQIA+.

The Employer and the Union are committed to actively promoting employment equity and to fostering a work environment that is diverse and inclusive and that is based on respect for all while supportive of the productivity, personal goals, dignity, and self-esteem of every Employee. To this end, the Employer will not tolerate racism, discrimination, or harassment of any kind in the workplace.

6.04 No Interference

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives because of an Employee's membership or non-membership in the Union, because of an Employee's activity or lack of activity in the Union, or because of an Employee filing or not filing a grievance pursuant to the provisions of this Agreement.

6.05 No Reprisal

Every Employee has a right to a workplace free of reprisal or retaliation. Accordingly, every Employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the Collective Agreement or a complaint in accordance with another Employer Policy or Guideline, provided that the Employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. For clarity, there will be

no reprisals against any Employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 6 of this Collective Agreement provided that they are not acting in in bad faith or in a manner that is vexatious or otherwise clearly improper. Both Respondents and Complaints shall be made aware of this Article.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Step 2 (Two) of the Grievance Procedure.

ARTICLE 7 – NEW EMPLOYEES

7.01 Copies of Agreement

On commencing employment, the Employer will advise the new Employee of the names of the current Union Executive and provide them with a copy of the Collective Agreement. The Agreement shall be made available electronically to all Employees.

7.02 Meeting with New Employees

The Union and the Employer desire that every Employee be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, a Union Representative shall be given an opportunity to meet each new Employee within regular working hours without loss of pay for a maximum of thirty (30) minutes.

7.03 Official Languages

The Employer agrees that all new Employees will be required to show functional written and oral proficiency in both of Canada's official languages unless there is mutual agreement between Management and the Union that this be waived.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence between Parties

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

8.02 Employer Notice

The Union shall be notified in writing of all demotions, hirings, layoffs, transfers and recalls and when a contract will not be renewed.

8.03 Copies of Documentation

The Employer shall provide the Secretary of the Local with copies of, or alternatively access to, the following records which have been approved by the Board of Directors for the Employer: annual budgets, audited financial statements, by-law amendments, Annual General Meeting Minutes, and policies applicable to bargaining unit staff.

ARTICLE 9 – UNION FUNCTIONS

UNION NEGOTIATIONS

9.01 Representation

The Employer agrees to negotiate only with officially mandated Union officials. The Union agrees to negotiate only with officially mandated representatives of the Employer.

9.02 Negotiating Committee Members

The Union Negotiating Committee and the Employer Negotiating Committee shall consist of not more than three (3) members each. Both the Union and Employer shall advise one another of their representatives on the Negotiating Committee. It is understood that the CUPE National Representative is a member of the Union Negotiating Committee and entitled by right to attend and participate in all negotiations and is counted as one of the members of the Union Negotiation Committee.

9.03 Function of Negotiating Committee

All matters pertaining to rates of pay, hours of work, working conditions and modifications to the existing Collective Agreement shall be referred to the Negotiating Committee for discussion and settlement.

9.04 Meeting of Negotiation Committee

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

9.05 Negotiation/Conciliation

Two (2) mandated representatives of the Employees shall be granted time off from work without loss of regular pay and benefits for the period of direct negotiations with the Employer including the conciliation process. It is understood that negotiations will take place both during and after normal working hours. Negotiating time outside of normal working hours will not be considered overtime.

9.06 Renewal of Collective Agreement

- a) The Employer shall grant to the Union a total of twenty-one (21) hours paid Union Leave during the period surrounding the renewal of this Agreement for the purpose of assembling bargain proposals, and other matters related to the renewal of the Agreement.
- b) Furthermore, the Employer will allow up to two (2) hours per Employee to attend meetings of the Union for the purpose of the renewal of the Collective Agreement. Adequate notice of such meetings will be provided to the Employer.

9.07 Representatives of C.U.P.E.

The Union will have the right to be represented by a representative of CUPE at all stages of the grievance procedure, during negotiations for the renewal of this Agreement, at Labour Management Committee Meetings and meetings between the Union and the Employer. The Employer agrees that the CUPE representative will have access to the premises to appear at grievance or bargaining meetings or to meet with the Employees. Meetings with Employees will not create an undue disruption of work.

9.08 Technical Information

The Employer shall make available to the Union job descriptions of positions in the Bargaining Unit, job classifications, wage rates, financial statements presented to the Board, audited published financial statements, and financial information pertaining to the Pension Plan and the experience rating of the benefits plan.

9.09 Union Functions

The Employer will allow the Union to hold Union functions on the Employer's premises during the lunch break or after working hours. The Union will provide the Employer with adequate notice of its intention to hold such functions.

9.10 Recognition of Membership Officer(s)

Membership Officers may investigate and process grievances or confer with other representatives of the Union during working hours, without loss of pay. Permission shall be requested for time off and should not be arbitrarily or unreasonably withheld.

9.11 Union Business

A Union representative shall be granted time off from work without loss of regular pay and benefits for the period required for meetings with the Employer to settle a grievance and for an arbitration.

9.12 Union Professional Development Activities

Employees shall be allowed leaves of absence to attend professional activities presented by the Union, including training for collective bargaining. No more than a total of ten (10) Employee workdays of such leave shall be granted to the Bargaining Unit in a calendar year. The absent Employees shall continue to receive their pay and benefits for the period of leave. Such leave(s) shall be at no cost to the Employer. The absent Employees shall continue to receive their pay and benefits for the period of leave. The Union agrees to reimburse the Employer for the costs of an Employee taking Union leave under this Article. It is understood that any other costs such as meals, accommodation, transportation and additional expenses will be at the cost of the Employee or CUPE.

ARTICLE 10 – CLASSIFICATION

10.01 JJEC Terms of Reference

The Parties agree that the Joint Job Evaluation Committee's Terms of Reference as attached shall form part of this Collective Agreement.

10.02 Maintenance of the Job Evaluation Plan

All Bargaining Unit positions will be evaluated by the CUPE gender-neutral job evaluation plan. A review of all positions will be done every four (4) years to determine if any positions require re-evaluation. If there have been substantive changes to a position, staff can request re-evaluation at this time. Staff can also request job reclassification at any point within the four (4) year timeframe if there have been substantive changes to the job description.

10.03 Vacancies or New Positions

When the position for a vacancy is to be changed or a new job is to be created, the Employer shall provide the Union with information concerning the classification, salary range and position description information and qualifications. The classification and salary range shall be considered temporary for a period of thirty (30) days following the date of notification to the Union.

10.04 Negotiating Classification

During the thirty (30) day period, the Union may request the Employer to negotiate the salary range and classification for the new or changed job. Where the salary agreed to is above the temporary salary, the difference shall be retroactive to the date of appointment in the new job. If agreement cannot be reached, the disputed classification and range may be processed through the grievance procedure.

10.05 Job Descriptions

Before a decision on staffing is to be made, accurate, realistic job descriptions must be drawn up by the work unit and approved by the respective Employer Representative. The job description shall be laid out in the usual manner with the addition of a section on essential and desirable qualifications. The JJEC shall then review and recommend a classification for the position.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Complaints

Complaints should be submitted in writing as soon as possible at a minimum, within thirty (30) days of the occurrence of the act or decision giving rise to the dispute.

Acknowledging that in cases of harassment & discrimination (including sexual harassment and assault), a survivor-centered approach allows for a complaint to be submitted at any time.

11.02 Grievance Procedure

The Parties agree that it is of utmost importance to address grievances fairly and promptly. Prior to instituting the formal grievance procedure, the aggrieved Employee shall first discuss their complaint with the person they normally reports to. If the complaint cannot be settled at this level, it shall be processed according to the steps outlined below.

- Step I** The aggrieved Employee shall submit their complaint to a Membership Officer stating the nature of the complaint and any attempts to resolve the complaint, at the complaint stage.
- Step II** A written grievance will be submitted by the Union to the Director of Finance and Operations. The written grievance shall identify the Union's designated Union representative for the Step II meeting. The Director of Finance and Operations shall inform the Employee and the Union within five (5) working days of the name(s) of the person(s) designated by the Employer to act for it in discussing grievances. A meeting shall be arranged to discuss the grievance if requested by either Party. Following the meeting, the party responding to the grievance shall have ten (10) working days to respond in writing to the grievance and submit it to the designated Union representative.
- Step III** Failing a satisfactory settlement being reached in Step II, within ten (10) working days, the Union or Employer may provide written notice to the other party referring the dispute to arbitration.

11.03 Representation

The grievor shall have the right to be present at all steps of the grievance procedure and shall be accompanied by a Union Representative.

11.04 Changes in Time Limits

Recognizing the principle of good faith and fairness for all concerned, time limits specified in the grievance procedure may be extended or held in abeyance by mutual agreement in writing between the Employer and the Union.

11.05 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step II within fifteen (15) working days following the circumstances giving rise to the complaint or grievance.

11.06 Group Grievance

A grievance directly involving a group of Employees concerning the interpretation, application or alleged violation of the Agreement shall be submitted as a single grievance at Step II.

11.07 Employer Grievances

The Employer may initiate a grievance at Step II of the Grievance process. The written grievance shall be forwarded to the President of the Local with a copy to the Union representative. The Grievance shall identify the name(s) of the person(s) designated by the Employer to act for it in discussing grievance. The Union shall inform the Employer within five (5) working days of the name(s) of person(s) designated by the Union to act for it in discussing the grievance at the Step II meeting. The Union shall have ten (10) working days following the Step II meeting to respond to the Grievance in writing to the Director of Finance and Operations.

ARTICLE 12 – ARBITRATION

12.01 Arbitration

Both Parties to this Agreement agree that any dispute or grievance which has been carried through the grievance procedure (Article 11) and which has not been settled may be referred by the Union or by the Employer to a single Arbitrator, to be agreed upon by the parties. A request for Arbitration will be made to the Director of Finance and Operations and Union President. Within five (5) working days of the request by either party to refer a dispute to arbitration, each party shall consult the other party as to the selection of the Arbitrator.

12.02 Appointment of Government Appointed Arbitrator

If the parties fail to agree on the appointment of an arbitrator, upon the request of either party, the Minister of Labour may appoint an arbitrator in accordance with the *Ontario Labour Relations Act, 1975*, as amended.

12.03 Decision of the Arbitrator

The decision of the Arbitrator shall be binding upon both Parties, subject to any legal right to file an application for judicial review.

12.04 Power of the Board

The Board of Arbitration 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 Board of Arbitration shall have the power to modify disciplinary penalties or dispose of a grievance by any arrangement which is deemed just and equitable.

12.05 Disagreement on Decision

Should the Parties disagree as to the meaning of an arbitration award, they may agree to apply to the Arbitrator to request a clarification of the award which was rendered.

12.06 Expenses of the Arbitrator

Each of the Parties to this Agreement will jointly bear the expense of the Arbitrator.

12.07 Witnesses

The Parties may call any Employee to be a witness at arbitration hearings. During 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 expenses incurred by the witness in their attendance at the arbitration hearing.

12.08 Access to Employers' Premises

All reasonable arrangements will be made to permit the conferring Parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 – DISCIPLINE / SUSPENSION/DISCHARGE

13.01 Just Cause

An Employee who has successfully completed their probationary period may only be disciplined for just cause.

13.02 Discipline/Suspension/Discharge Procedures

The Employer shall notify the Employee in writing, with a copy to the Secretary of the Union, of any disciplinary action, report, warning, or reprimand pertaining to an Employee's work performance or conduct which may be detrimental to the Employee's advancement or standing with the Employer and shall state the reason(s) for the discipline and the type of disciplinary penalty imposed. Evidence presented at an arbitration hearing shall be confined to the grounds stated in the discipline notice of the Employee. For the purpose of this agreement, work performance evaluations are not considered disciplinary in nature.

13.03 Disciplinary Record

The disciplinary records of an Employee shall not be used against them at any time after eighteen (18) months following the disciplinary action, if the situation has been resolved, except in the case of harassment or discrimination.

13.04 Unjust Suspension or Discharge

An Employee who has been unjustly suspended or discharged shall be reinstated in their former position without the loss of seniority and shall be compensated for all lost earnings in accordance with a settlement reached by the Parties or with the arbitral award.

13.05 Access to Personnel File

An Employee shall have the right to review their personnel file and to respond in writing to any document contained therein.

13.06 Union Representation

An Employee shall have the right to have a Union Representative present at the meeting where an Employee is to be disciplined or where a warning or possible disciplinary action is to be given. Twenty-four (24) hours advance notice shall be given to the Employee by the Employer prior to such a meeting.

13.07 Right to Refuse Interview

The Employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless they have received the notice herein above provided for.

13.08 Failure to Cross Picket Line

Failure to cross a legal picket line at the Employee's place of work shall not be considered grounds for disciplinary action.

13.09 Demotion and Discipline

Demotion shall not be used as a disciplinary measure.

ARTICLE 14 – SENIORITY

14.01 Definition and Use of Seniority

Seniority is defined as the length of continuous service of the Employee with the Employer since the first day of hire regardless of the number of hours worked per week or the nature of the contract. Seniority shall be used in determining preference or priority for selection, transfer, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit wide basis.

14.02 Excluded Personnel

Personnel excluded from the Bargaining Unit who are appointed or return to a position in the Bargaining Unit will not be credited for service accumulated with the Employer while outside the Bargaining Unit. Service with the Employer outside the Bargaining Unit shall not be used in the application of Article 14.01.

14.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Local in April of each year.

14.04 Term Employees

Seniority for Term Employees shall accumulate from contract to contract provided there is not a break of longer than eight (8) weeks between contracts. Term Employees who assume indeterminate status shall build on the seniority accumulated as term staff.

14.05 Probationary Period

Every new Employee shall serve a probationary period of six (6) months. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement unless otherwise stated and subject to the requirements of the carriers of the group insurance benefits and pension plans. Upon mutual agreement of the Employer and the Union, there may be an extension of the probationary period up to a maximum of two (2) months.

14.06 Termination during Probationary Period

The Employer may terminate the Employee at any time during the probationary period providing that the Union is informed. This right shall be exercised in good faith and not indiscriminately. Where the termination of employment of a probationary employee is due to the employer's assessment of the employee's

performance of the duties of the position, a performance evaluation will be conducted prior to the termination.

14.07 Completion of Probationary Period

Upon completion of the probationary period, the Employee shall be deemed to have been appointed to a position from the date of hire and shall acquire seniority rights from this same date.

14.08 Loss 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 resign in writing and does not retract within forty-eight (48) hours;
- b) if they retire;
- c) if they are discharged for just cause and not reinstated through the Grievance or Arbitration Procedures;
- d) if they fail to report for duty, after being notified by registered mail or e-mail of a recall, following a layoff within fifteen (15) working days or leave of absence in accordance with the provisions of this Agreement unless by reason of sickness or just cause;
- e) if eighteen (18) months have elapsed from the day of layoff;
- f) if they are absent from work for more than three (3) scheduled working days without notifying the Employer unless there is just cause for the failure to provide such notice;
- g) if they have been on Long Term Disability for longer than twenty-four (24) months.

14.09 Transfer Outside the Bargaining Unit

No Employee shall be transferred to a position outside the Bargaining Unit without their consent. If an Employee agrees to the transfer, they shall not accumulate any further seniority while outside the Bargaining Unit, but will have their seniority frozen. Should the Employee not return to the Bargaining Unit within twelve (12) months they shall lose their seniority.

14.10 Contracting Out

The Employer shall not contract out work normally performed by Bargaining Unit members except by mutual agreement.

ARTICLE 15 – JOB POSTING

15.01 New Positions/Vacancy

When the Employer creates a new position of six months or more, or decides to fill a vacancy, the Employer shall prepare a job announcement which shall be posted through internal electronic mail and bulletin boards for five (5) working days. The period of posting shall be three (3) working days for positions of less than six (6) months. Copies of the job announcement shall be provided to the Secretary of the Local.

15.02 Information in Postings

Every position announcement shall be identified by position title, location, classification, salary range, starting date whenever practicable and the closing date of the competition and whether or not the position is in the Bargaining Unit. The position announcement will provide job description information and qualifications taken from a valid job description, as per article 10.

15.03 Internal/External Candidate Procedures

Applications by external candidates will not be considered until applications and interviews of internal candidates have been fully processed. If internal candidates apply after the internal posting period, they will be considered with external candidates for the purposes of the screening procedures. Employees who apply for posted positions of less than six (6) months and whose contracts do not expire before the start date of the posted position shall not be considered as internal candidates unless approved by the Employer. Employees must successfully complete their probationary or trial period, as applicable, to be considered as an internal candidate. Term employees who have successfully completed their probationary period shall be considered as internal candidates for a period of four (4) months following the end of their contract.

ARTICLE 16 – SELECTION PROCESS

16.01 Establishment of Selection Committee

The Employer will establish a Selection Committee, which will normally not exceed three (3) in number and will include a member of the Bargaining Unit chosen by the Union and agreed to by the Employer. The choice of persons on the Committee will take account of the need to involve people knowledgeable of the specific requirements of the position.

16.02 Consensus on Recommendation

The Selection Committee will prepare recommendations which shall be forwarded to the Employer for decision. These will include the recommendation of a candidate for the position in question. The Selection Committee will make every effort to reach consensus on its recommendations in the Report, which shall remain confidential. Where consensus cannot be reached, the Committee should include minority or individual recommendations of its members.

16.03 Selection Committee Recommendations

The Selection Committee recommendations include an analysis of each candidate's skills, ability, experience and suitability in relation to the position and the ranking of internal and where necessary, external candidates separately.

16.04 Internal Candidates

In selecting the candidate for appointment to the position, the Employer Representative shall consider the Report and recommendations of the Selection Committee. Where two (2) or more internal candidates are recommended and judged equal in terms of suitability, qualifications, experience, skills and ability, the Employer Representative shall offer the position to the internal candidate with the greater seniority.

16.05 Announcement of Successful Candidate

Within seven (7) calendar days of the appointment of a candidate to fill a position, the name of the successful candidate shall be announced. The Employer shall provide an explanation in writing to internal applicants who have not been accepted.

16.06 Confidentiality

The information submitted by candidates is confidential and will only be released by the Employer to members of the Selection Committee. Committee members must agree that such information is to be treated as confidential. The Employer Representative shall ensure that those involved with the selection process are familiar with the selection procedures as set out in this Article.

16.07 Trial Period (Existing Employees)

Where a candidate who is appointed to the position was an Employee occupying a position with the Employer, they shall have a trial period of four (4) months. In the event the successful candidate proves unsatisfactory in the position during the trial period or if the Employee is unable to perform duties of

the position, they will be returned to their former position. Where the Employee is returned to their former position or terminated during or at the end of the trial period the vacancy may be filled by the Employer Representative concerned from the next candidate in line recommended by the Selection Committee.

ARTICLE 17 – LAYOFFS AND RECALLS

17.01 Definition of Layoffs

A layoff shall be defined as a reduction in the workforce or reduction in the regular hours of work defined in this Agreement.

17.02 Layoff Procedures

The Employer will make every effort to avoid layoffs of its Employees.

Where layoffs may be required, however, the following procedures will be followed:

- a) The Employer will notify the affected Employee and the Union as early as possible and call a meeting to consult the Union on alternative measures, which may prevent the layoff of Employees.
- b) Where a layoff is deemed necessary, the Employer shall give formal written notice to the Union and affected Employees a minimum of six (6) weeks in advance, unless Legislation provides for a superior provision.
- c) The Employer, consistent with the terms of this Agreement, determines the program area to be reduced or eliminated.

17.03 Employee Rights

The affected Employee(s) and subsequently affected Employee(s) shall have six (6) full working days from the time of their acknowledgment of the receipt of notification to select their option from:

- a) recall (Article 17.05)
- b) severance (Article 17.09)
- c) bumping (Article 17.04)

If an Employee is not available (on holiday, sick, on work assignment out of Ottawa, on short or long term disability), the Employer will ensure that the Employee has been formally notified of their status.

The Employee will complete and return the “Right Selection Form” (see Appendix IV) in duplicate with one copy to the Employer (Attention: CEO) and one to the CUPE Local 3371 Coordinator who will keep the information confidential.

17.04 Bumping

Should the Employee select bumping as their right, the following guidelines will be followed:

- a) The Employee shall have the right to bump an Employee with less seniority in any classification level provided they have the qualifications to do the job.
- b) Employees selecting the right to bump will be dealt with in order of seniority. The list of Employees exercising their right to bump will be continually amended during the bumping process to ensure that Employees with greater seniority are always dealt with before Employees with less seniority.
- c) The Employer will assess whether an “Employee has the qualifications to do the job” for all positions selected through the bumping right/process.
- d) The Employer will provide a response to the Employee within two (2) full working days of receiving the “Right Selection Form”.
- e) Should an Employee move to a position with the same pay grade in the salary schedule as their abolished/redundant position, the Employee will continue to receive their current rate of pay.
- f) Should an Employee move to a position with a lower or higher pay grade in the salary schedule as their abolished/redundant position, the Employee will move to the rate of pay closest to their current rate of pay within the salary schedule.
- g) If the person meets the qualifications, the Employer will assess whether the Employee has been able to perform adequately in the position at the end of the trial period (Article 16.07) as per the performance evaluation process according to Article 30.06.

17.05 Recall

Employees who opt for recall under Article 17.03 shall maintain the right of recall for eighteen (18) months from the date of layoff.

No new Employee shall be hired until all Employees laid off and who elected the right of recall have been given an opportunity of recall for a vacant position. Recall shall be in the order of seniority with the most senior Employee laid off given the first opportunity of recall. The recalled Employee shall be appointed to the vacant position if the Employee meets the minimum qualifications for the position.

If the Employee meets the minimum qualifications, the Employer will assess whether the Employee has been able to perform adequately in the position at the end of the trial period according to (Article 16.07) and the Performance Evaluation process (Article 30.06).

Upon request, the Employer shall provide the Local 3371 Recording-Secretary with a list of the employee names, contact information (email address and phone number with the consent of the employee), seniority date, former position, and former classification of all employees on layoff and who have elected recall rights. Such list shall be provided within eleven (11) working days following the request.

17.06 Pay in Lieu of Notice

Unless Legislation is more favorable to the Employees, the Employer shall notify Employees who are to be laid off and notify the Union a minimum of four (4) weeks in advance of the layoff. Employees are expected to work during the notice period. If any Employee has not had the opportunity to work the days provided, they shall be paid for the days for which work has not been made available.

17.07 Time Off to Seek Employment

Where an employee has elected severance or recall under Article 17.03, the Employer shall give reasonable consideration for the laid off Employee to be given time off to seek employment, up to a maximum of three (3) hours per week. An additional two (2) hours leave without pay per week may granted, subject to operational requirements.

17.08 Grievances

Grievances concerning layoff and recall procedures shall be initiated at Step II of the Grievance Procedure (Article 11).

17.09 Severance

Employees laid off with more than five (5) years of seniority and who choose severance shall be entitled to a maximum severance payment of twenty-six (26) weeks' salary according to the following formula:

- a) one (1) week's salary per full year of seniority, plus
- b) a proportion of one (1) week's salary equivalent to the number of completed months of employment (i.e. the number of completed months of employment divided by twelve (12) for a year that is not completed).

17.10 Employer Union Roles

The Employer will ensure that the layoff, recall, severance and bumping processes are handled in a fair and equitable manner. The Employer will provide advice and support to Employees as requested.

The Union will monitor implementation of the Collective Agreement and will provide advice and support to its members through any layoff, recall and severance and bumping processes should they be necessary.

17.11 Confidentiality

The information contained in the "Right Selection Form" will be kept confidential by both Parties until final approval is given by the Employer.

ARTICLE 18 – PENSION PLAN

18.01 Pension Plan

- 1) The Employer becomes a participating Employer in the Plan pursuant to the terms and conditions specified below.
 - a) "Plan" means the Multi-Sector Pension Plan.
 - b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - i) the straight time component of hours worked on a holiday;
 - ii) holiday pay, for the hours not worked;
 - iii) vacation pay; and
 - iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness.

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

- c) "Eligible Employee" means all Employees in the Bargaining Unit who have completed five hundred (500) hours of employment with the Employer.
- 2) Commencing the first full pay period following the signature of the renewed Collective Agreement, each Eligible Employee shall contribute for each pay period an amount equal to five per cent (5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five per cent (5%) of Applicable Wages to the Plan.
 - 3) The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
 - 4) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement shall include all items listed in clause 6 of the executed Participation Agreement (appended hereto).

- 5) The Employer has agreed to the terms of the 2012 Participation Agreement between the Employer and the Plan Trustees, a copy of which is appended hereto for information purposes only.
- 6) The Union acknowledges and agrees that the Employer's obligation is limited strictly to the deduction and remittance of contributions as set out in clause 2 above. The Union further acknowledges and agrees that the Employer shall not be obligated to make any further contributions towards the costs of the benefits under the Plan or be responsible for providing any such benefits. At all times, the Union shall save the Employer harmless from any liability or costs than the amounts the Employer is obligated to pay as specified in the collective agreement then in force.

- 7) It is understood and agreed by the Employer and the Union that should the Plan, the Plan Trustees or applicable pension or tax legislation require the Employer's obligation to contribute to the Plan to exceed the deduction and contribution requirement specified in clause 2 above, or should any Employer liability concerns arise or change as a result of participation in the Plan, the Parties agree to meet immediately to negotiate a method to relieve the Employer of any such increased obligation and to renegotiate the Employer's continued participation in the Plan.

ARTICLE 19 – EMPLOYEE BENEFITS

19.01 Change of Benefit Carrier

Should the Employer opt to change benefit carriers, the Employer shall notify the Union of the intended change with a minimum one (1) months' notice from the date the change is to take place, to give the latter an opportunity to raise questions and seek responses to concerns. Where there is an anticipated reduction in net benefits, the Employer shall provide a comparison of the different carriers and shall not finalize a change in benefit carrier until the Union's questions and/or concerns have been addressed and agreed upon.

19.02 Definition of Sick Leave

Sick leave means the period of time an Employee is entitled to be absent from work with pay by virtue of being sick, disabled, injured, exposed to a contagious disease, or under examination or treatment of a medical professional. Mental ill-health constitutes a legitimate reason for sick leave.

19.03 Sick Leave Entitlement

As of April 1st of each year, an Employee shall have sick leave equivalent to fifteen (15) days. In the case of a new Employee, they are entitled to a pro-rated amount of entitlement. The unused portion of an Employee's sick leave shall not accrue.

19.04 Requirement for Medical Certificate

An Employee who is absent for five (5) consecutive workdays or more, may be required to provide a medical certificate. Employees shall advise the Employer at the beginning of or prior to the first (1st) day of any such absence, whenever possible.

19.05 Short-term Disability Leave

An Employee with six (6) months of service who becomes ill or disabled for more than two (2) consecutive weeks on a continuous basis as a result of an accident or illness shall earn compensation for a total period of fifteen (15) weeks per year as indicated hereafter:

- a) the Employer will assist the Employee at their request to fill out the necessary forms to apply to the insurance carrier;
- b) the Employer will supplement any cash flow deficiency experienced by the sick Employee during the waiting period or delays created by the insurance carrier up to the maximum provided for in Article 19.05 of the Collective Agreement. These supplements will be considered advances to the Employee and will be reimbursable by them to the Employer as soon as the first payment from the insurance carrier is received;
- c) even though the short term disability leave benefit is for continuous leave, the Employer will consider non continuous leave if it can facilitate the reintegration of the Employee in the workforce. This must be supported by a medical certificate and approved by the insurance carrier;
- d) where an Employee has exhausted their sick leave prior to covering the one (1) week waiting period for STD, the Employer will work with the Employee to remedy this situation. This may include providing additional paid_sick days to the Employee if necessary. An Employee shall not be required to use their annual leave or accumulated overtime to cover the waiting period.

19.06 Sick Leave Savings Fund

The Employer will put aside in a fund all savings derived from the difference between the sick Employee's regular salary and the actual amount paid out during the leave. These savings are to be used exclusively to hire replacement staff for the sick person on leave as the need may be.

19.07 Sick Leave Records

An Employee may at any time inquire and be advised in writing of the amount of sick leave time accrued to their credit.

19.08 Employee Group Benefits

The Employer shall pay one hundred per cent (100%) of the premium cost for the following benefits:

- a) Medical
- b) Life Insurance
- c) Dependent Life
- d) Dental plan
- e) AD & D (Accidental Death and Dismemberment)
- f) Vision care (eligible optical expenses to a maximum of four hundred dollars (\$400) in any twenty-four (24) month period).

The Employee shall pay one hundred per cent (100%) of the short-term disability plan and long-term disability plan.

19.09 Premium Payments for Employees on LTD

The present benefits package provides for the payment by the Employer of certain benefits premiums when an Employee is receiving long-term disability benefits. It is understood that these payments will be made by the Employer for a maximum period of two (2) years. Employees on LTD do not accumulate annual leave or sick leave credits.

19.10 Employer's Obligations

The Employer's obligation pursuant to this Collective Agreement is to pay its share of the agreed upon premiums, to deduct and remit the employees' share of premiums and to contract for the coverage provided in this Article. Eligibility for, and entitlement to, benefits is in accordance with the governing rules and regulations of the plan(s) of the insurance carrier(s). Any issues with respect to the insurer acknowledging or honouring any claims are matters as between the employee and the insurer and are not subject to the grievance or arbitration procedures.

ARTICLE 20 – DESIGNATED PAID HOLIDAYS

20.01 Statutory Holidays

The Employer recognizes the following ten (10) paid statutory holidays for Employees working in Canada and one (1) floating holiday (floater).

New Year's Day	Civic Holiday (first Monday in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

The floating holiday is one (1) day to be taken at the Employee's discretion with the approval of the Employer and must be used within the fiscal year.

The Employee can choose to take Saint-Jean-Baptiste Day instead of the Civic Holiday.

Employees who wish to commemorate Remembrance Day will be granted leave with pay for the purpose of participating in their commemoration activities (up to 2 hours).

Cooperation Canada's offices are closed on the National Day for Truth and Reconciliation and Easter Monday. Employees who are normally scheduled to work on these days will suffer no loss of regular pay by virtue of the office closure.

20.02 Substitutions

Employees who observe other religious/cultural holidays may be able to substitute those days with Statutory Holidays so long as such arrangements are approved by the Employer in conjunction with workplans, and ensure that productive work can be arranged when the Employer's office is otherwise closed. For clarity, days included in 20.03, the National Day for Truth and Reconciliation and commemoration of Remembrance Day are excluded from this provision. Employees must make a written request as early as possible but no later than one (1) month prior to the day or days being substituted. The substituted days are to be used within a reasonable time frame as close as possible to the holiday being substituted and not accumulated.

20.03 Holiday Shutdown

Employees shall be granted the working days between Christmas and New Year's off with pay as per the calendar on Schedule D. Working days for the purpose of this Article shall not include days designated as paid holidays. No Employee will work during this period unless exceptionally approved by the Employer and the CEO and the Union will be notified.

20.04 Work on a Designated Paid Holiday

If an Employee is required to work on a holiday, two (2) days of leave with pay may be taken at a later time at the Employee's discretion. This will not apply in

the case of pre-approved substitutions agreed at the request of an Employee as per Article 20.02.

ARTICLE 21 – ANNUAL LEAVE

21.01 Annual Leave Entitlement

All Employees shall be entitled to annual leave based on service at work as follows:

- a) for an Employee of less than five (5) years of service, twenty (20) working days;
- b) for an Employee of more than five (5) years of service but less than ten (10) years, twenty-five (25) working days;
- c) for an Employee of more than ten (10) years of service, thirty (30) working days.

21.02 Annual Leave Pay

Each day of annual leave taken by an Employee will be paid at their current salary.

21.03 Annual Leave Period

The Employer's annual leave period shall be the fiscal year from April 1st to March 31st. Annual leave must be approved by the Employer. Annual leave entitlement should normally be taken during the annual leave period. An annual leave carry-over of up to ten (10) days shall be allowed.

21.04 Pro-Rating of Annual Leave

An Employee may take leave up to the annual entitlement before working a full year of service. 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 or will have that amount retained from their last pay or deducted from any other amounts owing to the Employee. No Employee is allowed to borrow on future annual leave unless agreed to by the Employer.

21.05 Paid Holidays during Annual Leave

If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the Employee and approved by the Employer.

21.06 Illness/Bereavement Leave during Annual Leave

Where an Employee is hospitalized or becomes ill and it is supported by a medical certificate or where they qualified 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 date, at the Employee's option.

21.07 Unbroken Vacation Period

An Employee shall be entitled to receive an unbroken period of vacation unless mutually agreed between the Employee and the Employer.

ARTICLE 22 – LEAVES

22.01 Job Postings during Leaves

An Employee on leave of ten (10) days or more under Article 22 is entitled to apply for any job posting under Article 15 for which they would otherwise be eligible to apply. To this effect, prior to beginning the leave, the Employee shall be responsible to advise the Employer of their e-mail address for the period of the leave so that the Employer can send the job posting to the Employee. Should the Employee be required for an interview by the Selection Committee under Article 16, it is the Employee's responsibility to ensure their attendance at their own cost. Should the Employee not be available to attend an interview by the Selection Committee, the Employee shall have no further recourse or claim to the job posting in question. The Employer shall act in a manner that is fair and reasonable under this Article.

22.02 Bereavement Leave

- a) At the Employee's request, the Employer shall grant up to five (5) regularly scheduled consecutive work days leave for each occurrence of bereavement without loss of pay or benefits, in the case of death of a partner, child (including miscarriage/stillbirth and foster/adoptive), fiancé(e), father, mother, sister, brother, step-father, step-mother, step-child, step-sister, step-brother, mother-in-law or father-in-law grandparent or grandchild. The Employee may take up to two (2) additional paid days for travel if required.
- b) At the Employee's request, the Employer shall grant up to two (2) regularly scheduled consecutive work days leave, for each occurrence of bereavement without loss of pay or benefits, in the case of a partner's grandparents, partner's grandchild, sister-in-law, or brother-in-law or

other close contact the Employee considers family. The Employee may take up to one (1) additional paid day for travel if required.

- c) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

22.03 Special Leave

Employees shall be allowed a total of one (1) working day leave with pay annually for personal reasons such as Employee's own marriage, divorce, moving or for situations such as household emergencies (e.g. fire, flood).

22.04 Urgent Family Matters

Employees shall be allowed a total of five (5) working days leave with pay annually for illness, injuries, medical appointments or emergencies of the Employee's family.

A pro-rated entitlement will apply to part-time Employees based on their hours. Any family leave taken beyond the five (5) days (or pro-rated amount) must be taken as annual leave, overtime as time off or unpaid leave.

22.05 Jury Leave and Court Leave

The Employer shall grant leaves of absence without loss of seniority benefits to an Employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. For all indeterminate Employees, the Employer shall pay the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The Employee will present proof of service and the amount received. Time spent by an Employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

22.06 General Leave for Employees

- a) **Employee with three (3) years of service:** An Employee who has three (3) years of service shall be entitled to a leave of absence without pay for a period of up to two (2) years. Such leave shall not be unreasonably denied by the Employer. Seniority, sick leave and vacation credits which have been accumulated as of the date of leave shall be retained. The Employee's position shall be retained for them for twelve (12) months, and for the balance of the leave, the Employee will be entitled to apply as an internal candidate for any position which becomes vacant during

the term of the leave which is granted. To this effect, job postings will be forwarded to an address provided by the Employee.

- b) **Employee with five (5) years of service:** An Employee who has five (5) years of service shall be entitled to a leave of absence without pay for a period of up to two (2) years. Such leave shall not be unreasonably denied by the Employer. Seniority, sick leave and vacation credits which have been accumulated as of the date of leave shall be retained. The Employee's position shall be retained for them for two (2) years. Employees are entitled to apply as internal candidates for any position which becomes vacant during the term of the leave. To this effect, job postings will be forwarded to an address provided by the Employee.

- c) During a leave under Article 22.06 a) or b), where an employee participates in benefits under Article 19.08, the Employee may apply to the insurer to continue to participate in the Employee Group Benefits plan outlined in Article 19.08 (except STD/LTD) during their leave. Participation in the plan is subject to the insurer's approval and eligibility and other plan requirements. The Employee shall be required to pay 100% of the premiums/contributions normally paid by the Employer and the Employee. The Employee may also participate in the Pension Plan, with responsibility for 100% of any pension contributions. For greater clarity, the Employer shall have no obligation to make pension contributions during the term of the leave. The Employee shall, upon beginning the leave, provide the Employer with post-dated cheques (or such alternate payment arrangements as agreed by the Employer and the Employee) to cover the amount of the benefit and pension premiums/contributions for the period of the leave. Further details are available from Management.

Prior to the end of the leave, the Employee must indicate in writing whether they will be returning at the end of the leave period as follows:

- | | |
|--------------------------------------------------|--------------------------|
| Leaves of under six (6) months | – One (1) month notice |
| Leaves of six (6) months – 1 year | – Two (2) months' notice |
| Leaves of more than one (1) year – two (2) years | – Six (6) months' notice |

22.07 Election Leave

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

22.08 Replacement Staffing

In order to ensure that the workload of a unit/department is adequately covered during leaves of more than four (4) weeks under Article 22, at the request of the work unit, replacement staff shall be engaged with sufficient time for hand-over from the Employee going on leave or returning. For leaves of less than four (4) weeks, the work unit and Employer Representative shall give consideration if replacement staff is required. A work plan to cover the work of the Employee going on leave shall be developed.

22.09 Study Leave

After two (2) years in full employment with the organization, the Employee shall be eligible for paid study leave for a period of up to eight (8) weeks upon approval of the Employee's work unit and the Employer Representative. The Employee will prepare a study leave plan for submission to the Employer. This plan will demonstrate how during the study leave period, the Employee will acquire skills and/or expertise that enhances and improves their ability to do their job and the linkage to discussions held during the annual performance evaluation. Study leave is intended for training which requires a block of time – either consecutive training or modules of two to three (2-3) weeks over a period of time. Employees are eligible for funding for up to eight (8) weeks of study leave within each consecutive five (5) year period. No overtime may be claimed or paid under this Article.

22.10 Staff Exchanges

Where feasible and desirable, Employees may be permitted to exchange jobs for a specific period of time. Such exchanges must be approved by the work units involved and the Employer. A copy of the agreement shall be forwarded to the Secretary of the Local.

22.11 Recurrent Use of Leaves

Under normal circumstances, an Employee may only apply for a subsequent leave as follows:

- a) Following a leave of zero-Six (0-6) months, the Employee must return to their position for one (1) year;
- b) Following a leave of seven to twelve (7-12) months, the Employee must return to their position for two (2) years;
- c) Following a leave of thirteen to twenty-four (13-24) months, the Employee must return to their position for four (4) years.

This Article applies only to the following: 22.06, 22.09, 22.12, 22.13 and 22.14.

22.12 Secondment

Secondment is a temporary assignment to another organization during which the Employee's position is retained for them. Once an Employee has worked at least twelve (12) months in their position with the Employer, secondment to another organization may occur for a maximum of two (2) years with the agreement of the work unit and the Employer. Under normal circumstances, the Employee shall return to their position for a minimum of twelve (12) months before taking another secondment. Leave granted under this clause shall be considered continuous employment for the purpose of calculating seniority. Secondments into Cooperation Canada will be considered supernumerary and therefore will not be used to fill or replace existing positions within the Bargaining Unit unless through an exchange with an existing Employee.

22.13 Professional Development Leave

After two (2) years in full time employment with the organization, the Employee shall be entitled to leave without pay for professional development upon approval of the Employer Representative. The Employee will prepare a professional development leave plan that explains to the Employer how the Employee will acquire experience and/or skills that will benefit the organization. This Article covers such activities as academic/education leave and, co-operant placements, for example.

Professional development leave shall be granted for a period of up to two (2) years. The Employee's position shall be retained for this period. After one (1) year, the Employee must indicate in writing as to whether they will be returning at the end of the leave period. For leaves of under two (2) years, the Employee must give as much notice as possible but a minimum of three (3) months' notice in writing as to whether they will be returning at the end of the leave. Under normal circumstances, the Employee shall return to their position for a minimum of twelve (12) months before taking another leave. Leave granted under this clause shall be considered continuous employment for the purpose of calculating seniority. Sick leave and vacation credits that have been accumulated as of the date of leave shall be retained and the Employee shall be allowed to continue on the benefits plan at their own expense.

22.14 Self-Funded Leave Plan

This Plan is available to all indeterminate, full-time Employees who have completed two years of service. Eligible Employees may apply for participation in a pre-paid, Self-Funded Leave Plan for a one-year leave of absence funded solely by the Employee and financed through a deferral of salary in accordance with Part LXVIII of the Income Tax Regulations, Section 6801. The Self-Funded Leave Plan shall be subject to the following terms and conditions.

- a) **Purpose of Plan:** The purpose of the plan is to give Employees an opportunity to self-fund a leave of absence so that they can plan an extended break from work for personal reasons. It is not intended to help fund a retirement or other permanent separation from the Employer. Government regulations require that upon completion of the leave, the Employee must return to work with the Employer for a period of at least a year and that the Employee cannot be employed by the Employer in any capacity during the leave period, even if that employment is casual and unrelated to their normal duties.
- b) **Method of Deferral:** One of the following options must be chosen to determine the period during which salary is held back and accumulated:
- i) Three (3) years of deferral of one-quarter (25%) of annual salary in each year, followed by a one (1) year leave of absence.
 - ii) Four (4) years of deferral of one-fifth (20%) of annual salary in each year, followed by a one (1) year leave of absence.
 - iii) Five (5) years of deferral of one-sixth (16%) of annual salary in each year, followed by a one (1) year leave of absence.

The leave must be taken at the end of the deferral period. The Employee, cannot, for example, take a leave in year two of the deferral period and then pay the Employer back over the next three years.

- c) **Application Process:** Eligible Employees must make written application to the Employer stating the intended purpose of the leave at least three (3) months prior to the intended commencement of the plan (i.e. the salary deferral period). Written applications will be reviewed by the Employer and the Employee will be informed of the disposition of their application as soon as is reasonably possible. Applications for leaves will be granted according to the operational requirements of the Employer.
- d) **Deferred Salary Not Accessible:** During the years of salary deferral, the per centage of gross annual salary will be deducted and held for the Employee and will not be accessible to them until the year of leave or upon withdrawal from the plan.
- e) **Manner in which Deferred Salary Held:** The manner in which the deferred salary is held shall be at the discretion of the Employer. Any interest earned will be credited monthly. The accumulated interest, if any, will be paid to the Employee at the end of each calendar year during the deferral period and reported by the Employer to the Employee and to Revenue Canada.

- f) **Number of Employees in Plan:** The number of Employees entered into the plan of salary holdback shall be determined by the Employer in accordance with its staffing requirements but shall not normally exceed a maximum of two (2) Employees.
- g) **Payment of Deferred Salary:** The deferred salary shall be paid by the Employer in equal installments on the regular pay dates of the Employer.
- h) **Benefit Coverage During the Salary Deferral Period:** From the first day of salary deferral, until the leave period begins, the following benefit coverage and salary deductions will take effect:
 - i) Pension plan contributions will be based on the reduced salary. The Employer will match the contributions made by the Employee.
 - ii) Income tax and/or other statutory deductions will be based on the reduced salary.
 - iii) Group insurance benefits will be based on the reduced salary. The normal cost sharing arrangements apply.
 - iv) Vacation and sick leave credits will accumulate as if the Employee is receiving one hundred per cent (100%) of salary.
- i) **Benefit Coverage during the Leave Period:**
 - i) Pension Plan contributions will be based on the deferred amount as long as Revenue Canada regulations permit it. The Employer will match the Employee contributions.
 - ii) Income tax and/or other statutory deductions will be based on the deferred amount.
 - iii) Some limited benefit coverage may be available for a portion of the leave on the deferred amount, subject to continued eligibility of the insurer. If the Employee opts to take the limited coverage, the premiums will be the full responsibility of the Employee. This is consistent with benefits coverage for other leaves without pay.
 - iv) The premiums, if any, will be deducted from the deferred salary payments.

- v) Vacation and sick leave is not accumulated during the leave period.
- j) **Return from leave:** On return from leave, an Employee shall return to the same position held prior to going on leave. In the event of organizational change or layoff, the Employee shall have rights to Article 17. Any balance of vacation leave accrued to an Employee before the leave will be reinstated.
- k) **Cancellation of the Leave:** It is expected that an Employee will continue to be committed to their plan for self-funded leave. However, in the case of unforeseen or extenuating circumstances, an Employee may withdraw from the plan up to three (3) months prior to taking the leave of absence provided that they notify the Employer, in writing. The deferred salary, less any required tax withholdings, plus any accrued interest not already paid, will be returned to the Employee on withdrawal within a reasonable period of time. If the Employee terminates employment, the deferred salary held by the Employer, will be returned to the Employee. In the case of the Employee's death, the deferred salary will be paid to the Employee's estate. Employees considering cancellation should familiarize themselves with the tax implications of doing so.
- l) **Replacement of the Employee:** The Employer will endeavour to find a temporary replacement for the Employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, the leave may be postponed. The Employer will give the Employee as much notice as is reasonably possible. The Employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to them within a reasonable period of time.
- m) **Final approval:** Final approval for entry into the self-funded leave plan will be subject to the Employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Employee's salary. This formal agreement shall be in writing and set out the terms of the plan agreed to and the conditions within. It shall include but not be limited to:
- i) A statement that the Employee is entering the Self-Funded Leave Plan in accordance with Article 22.14 of the Collective Agreement and covering details including:
- Timelines included in 22.11 Recurrent Use of Leaves apply.

- Employees shall assume the responsibility of making themselves aware of the implications of the plan related to its effect on pension provisions and income tax. Those wishing to participate in the last five (5) years before retirement should take care to look into the implications of doing so.
- ii) The period of salary deferral and the intended dates of the leave.
 - iii) The letter of application from the Employee to the Employer to enter the self-funded plan will be appended to form part of such written agreement.

ARTICLE 23 – PREGNANCY / PARENTAL LEAVE

23.01 Legal Entitlements

Pregnancy and Parental Leave shall be granted in accordance with the terms and qualifying conditions as contained in the *Ontario Employment Standards Act, 2000* as amended from time to time. The provisions of this Article 23, with the exception of Article 23.04, are to reflect the statutory requirements as of the date of signing of the Collective Agreement.

23.02 Pregnancy Leave

- a) A pregnant Employee is entitled to a leave of absence without pay unless their due date falls fewer than thirteen (13) weeks after they commenced employment.
- b) An Employee wishing to take pregnancy leave shall give the Employer,
 - i) written notice at least two (2) weeks before the day the leave is to begin; and
 - ii) if the Employer requests it, a certificate from a legally qualified medical practitioner stating the due date.
- c) An Employee may begin their pregnancy leave no earlier than the earlier of the day that is seventeen (17) weeks before their due date and the day on which they give birth.
- d) An Employee may end their leave earlier than the day set out by giving the Employer written notice at least four (4) weeks before the day they wish to end their leave.

- e) An Employee's pregnancy leave ends if they are entitled to parental leave, seventeen (17) weeks after the pregnancy leave began. If they are not entitled to parental leave, on the day that is the later of seventeen (17) weeks after the pregnancy leave began, and twelve (12) weeks after the birth, still-birth or miscarriage.
- f) On returning to work, the Employee will be reinstated in their position, or a comparable job, if the Employee's old job no longer exists, without loss of seniority.
- g) Leave granted under this clause shall be considered continuous employment for the purpose of calculating seniority service, annual leave, sick leave credits, severance pay and wage rate.

23.03 Parental Leave

A "parent" includes:

- a birth parent;
 - an adoptive or foster-to-adopt parent (whether or not the adoption has been legally finalized); or
 - a person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as their own.
- a) An Employee who has been employed by their Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the Employee's custody, care and control for the first time;
 - b) An Employee may begin parental leave no later than seventy-eight (78) weeks after the day the child is born or comes into the Employee's custody, care and control for the first time;
 - c) An Employee who has taken pregnancy leave must begin their parental leave when their pregnancy leave ends unless the child has not yet come into their custody, care and control for the first time;
 - d) Subject to (e), an Employee wishing to take parental leave shall give the Employer written notice at least two weeks before the day the leave is to begin;
 - e) An Employee's parental leave ends sixty-one (61) weeks after it began, if the Employee also took pregnancy leave and sixty-three (63) weeks after it began, otherwise;

- f) An Employee may end their parental leave earlier than the day set out in (d) by giving the Employer written notice at least four weeks before the day they wish to end the leave;
- g) On returning to work, the Employee will be reinstated in their position or a comparable job, if the Employee's old job no longer exists, without loss of seniority;
- h) Leave granted under this Article shall be considered continuous employment for the purpose of calculating seniority service, annual leave, sick leave credits, severance pay and wage rate.

23.04 Pregnancy / Adoption/Parental Leave Supplement

All indeterminate employees who are eligible and in receipt of employment insurance maternity and/or paternity benefits under the terms of the Employment Insurance Act as amended from time to time, will be given a supplement to the Employment Insurance premium they receive while on pregnancy or parental leave. If the Employee is eligible for maternity or parental benefits under the terms of the Employment Insurance Act, they can choose between standard or extended parental benefits. If the Employee chooses standard parental benefits, the Employer shall pay the difference between ninety per cent (90%) of the Employee's normal salary and the benefits the Employee receives from Employment Insurance for the total number of weeks outlined below. To be eligible for this supplement the leave must be taken as follows:

The maximum supplement for an employee who accesses both pregnancy and parental benefits is twenty eight (28) weeks. The maximum supplement for an employee who access parental leave only is seventeen (17) weeks.

- a) During pregnancy leave: Up to 17 consecutive weeks
- b) During parental leave: Up to 17 consecutive weeks*

*For example, for employees who have accessed the full 17 week supplement during pregnancy leave, the maximum supplement during parental leave is eleven (11) weeks.

Employees who chose extended parental benefits will receive an equivalent amount of supplement (twenty-eight (28) weeks) to be paid over the Employee's desired number of weeks, up to a maximum of the number of weeks allowed under the Employment Insurance Act.

Employees eligible for the pregnancy or adoption supplements are also eligible for the parental supplement. If an Employee is in receipt of the pregnancy or

adoption leave supplement, the parental leave supplement must immediately follow, unless Article 23.03 c) applies.

Employees benefiting from this supplement must return to work for a minimum of six (6) months after their pregnancy and/or parental leave; failing which, the Employee will reimburse the Employer for the supplement received. Employees will not be required to reimburse the Employer for the supplement received if the employee's employment is terminated by the employer for reasons other than just cause (i.e. their contract ends during the leave and there is no contract extension, the employee is laid off, their employment has been frustrated).

If an Employee chooses not to take advantage of the supplement(s) outlined above, they may take five (5) paid days of leave in lieu of the supplement.

23.05 Benefits While on Pregnancy/Parental Leave

- a) During any pregnancy and/or parental leave, an Employee continues to participate in each type of benefit plan described in Article 19.08 (Employee Group Benefits) and Article 18.01 (Pension) unless they elect in writing not to do so.
- b) During an Employee's leave under this Article, the Employer shall continue to make the Employer's contributions for any plan described in Articles 19.08 and 18.01 unless the Employee gives the Employer a written notice that the Employee does not intend to pay the Employees contributions, if any.

ARTICLE 24 – REIMBURSEMENT FOR EMPLOYMENT RELATED TRAVEL EXPENSES

24.01 Automobile Allowance

An Employee may be authorized to use their own vehicle for the Employer's business if public transportation is not appropriate or is more expensive. If these conditions do not apply and an Employee chooses to use their vehicle, reimbursement for mileage will be only for the amount equivalent to the cost of the most economical public transportation means. The rate paid will be as follows:

The rate per kilometer will be based on ninety per cent (90%) of the applicable kilometric rate for the province of Ontario, Annex B, National Joint Council Travel Directive.

24.02 Child Care/Elder Care Expenses

An Employee, who has been authorized by the Employer to travel on Cooperation Canada business, shall be reimbursed for expenses related to child care/elder care as outlined in the Reimbursement Policy for Traveling on Cooperation Canada Business.

ARTICLE 25 – STRIKES AND LOCK-OUTS

25.01 Strikes and Lock-Outs

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

ARTICLE 26 – HOURS OF WORK

26.01 Hours of Work

The normal work week of Employees shall consist of thirty-five (35) hours per week comprised of five (5) seven (7) hour days (Monday to Friday). The normal hours of work shall be between 8:00 a.m. to 6:00 p.m. with one (1) hour for lunch. It is understood that operational requirements may necessitate different work hours for certain Employees which will be determined by the affected Employee or work unit in conjunction with the Employer Representative.

ARTICLE 27 – OVERTIME

27.01 Overtime

When an Employee is required to work outside of their regular work hours on any given day in a workweek, the Employee will flex their time that week so that the Employee's hours of work do not exceed thirty-five (35) hours per week. This will be pro-rated for Employees scheduled to work fewer than thirty-five (35) hours per week.

An Employee who exceptionally works in excess of their normal work week above thirty-five (35) hours, up to forty-four (44) hours, as agreed to with management, or on a paid holiday as provided in Article 20, shall have the right to time off in lieu, and shall use that time within one (1) month.

Authorization to work overtime for which compensatory leave will be requested shall be obtained from the Employer in writing in advance when possible.

Overtime compensation hours shall be calculated at the rate of equal time off for all time worked in excess of the Employee's normal work week up to forty-four (44) hours per week. For time beyond forty-four (44) hours, overtime compensation hours will be at the rate of time and one half (1 ½).

Employees shall not work more than sixty (60) hours per week

Any leave shall be taken at a time agreed to by the Employee and the Employer; however, in cases where overtime compensation hours accrues during a team-wide initiative, such as Employer conferences, the Employer may elect to close the office and require that accrued lieu time be scheduled during the office closure.

An Employee may request, at any time, a statement of overtime they have currently accumulated;

It is understood that time off in lieu of overtime will be taken before any annual leave.

Upon termination of employment, all overtime owed to an Employee shall be paid out.

ARTICLE 28 – SALARY

28.01 Rate of Pay

Employees shall receive the same rate of pay for substantially the same kind of work performed, the performance of which requires substantially the same skill, effort and responsibility as determined by the CUPE gender neutral job evaluation plan.

28.02 Rate of Pay on Promotion or Reclassification

An Employee promoted or reclassified to a higher level shall receive the rate of pay and benefits for that position from the time they perform the job. The anniversary date for the application of the salary progression shall be the date of the said promotion or reclassification. For the purpose of seniority, the initial anniversary date will remain effective. When an Employee is promoted to a higher classified position, they will be moved to the pay point in the salary range for the position which ensures that they receive a salary increase.

28.03 Acting Pay

When an Employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced. When an Employee is temporarily assigned to

act for one week or more in a higher level position, either inside or outside the Bargaining Unit, the Employee shall receive the rate of pay and benefits of that position which ensures they receive a salary increase.

28.04 Salary Advance

An Employee, before proceeding on annual leave, upon giving at least twenty (20) days written notice may receive on the last office day preceding commencement of their annual leave a salary advance approximating their salary entitlement for the period of the leave.

28.05 Professional Fees

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.

28.06 Professional Development Allowance

Budgets permitting, management will review and approve requests for Professional Development Allowance. An annual report on the allocation of professional development allowance will be made available to the Union. Union Executive will review and make recommendations annually on the overall allocation of professional development allowance.

a) Educational Allowance

The Employer shall pay the cost of an academic or technical course approved by the Employer. All requests for educational allowance must be submitted in writing to the appropriate supervisor for consideration and recommendation to the appropriate budget-holder Manager. An advance of seventy-five per cent (75%) of course costs, including texts, will be granted and the remaining twenty-five per cent (25%) will be paid upon successful completion of the course.

b) Field Trip

The Parties recognize the importance of exposure to development practice. Accordingly, the professional development allowance may be used for this purpose. All requests must be submitted in writing to the appropriate Coordinator for consideration and recommendation to the appropriate Manager.

No overtime may be claimed or paid under this Article.

28.07 Entry Level Following the JJEC Terms of Reference

The entry level of a candidate in a new position will be the start level equivalent to zero (0) years' experience (Step 0). The Employee will advance one step along the wage level specific to their classification following each completed year of service in the classification. This advancement will occur on the anniversary date specific to the job classification which the Employee currently occupies.

Where external candidates have experience and/or education above what has been advertised, or 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 can place them at a start level higher than Step 0. The Employer will inform the Union of the basis for the decision.

28.08 Salary Increments

The Employer shall pay salaries according to Schedules A, B, C and D.

ARTICLE 29 – PAY DAY

29.01 Payday

The Employer shall pay salaries and wages to Employees, by direct deposit to their bank account twice per month on the fifteen (15th) and thirtieth (30th) of each month. On each pay day, each Employee shall receive an electronic pay stub that includes an itemized statement of their wages, other supplementary pay (if any), benefits and deduction.

Where the deposit day falls on a weekend, the deposit shall occur on the preceding Friday. Should a pay day be interfered with by a statutory holiday where payroll cannot be processed due to bank closures, the pay day shall be moved back to the last banking day prior to the holiday.

ARTICLE 30 – WORK PLANNING

30.01 Work Planning

The Parties agree that, after consultation, the Employer has final responsibility for the assignment of work and the evaluation of Employee performance. Work planning is a process in which Employees and Employer Representative jointly prepare a plan of action for a given period of time. The Employer acknowledges the right of Employee involvement in the process wherein work is planned,

results are assessed and performance is reviewed. Both Parties acknowledge the Employer's responsibility to see that work plans are realistic and result in manageable workloads for Employees.

30.02 The Work Plan

The work plan derives from the Employer's overall planning process. The purpose of work planning is to establish valid and realistic goals/objectives for a particular period of time as well as appropriate and realistic activities and timeliness to meet those goals/objectives. The work plan should also include professional development objectives.

30.03 Performance Evaluation

The performance evaluation should be done once a year in a constructive way to assess work effectiveness, to provide an opportunity for feedback and support and to identify professional development objectives and opportunities to be achieved before the next evaluation performance. The Employee's evaluation will be effected as in Article 30.06 utilizing their position description, the organization's workplan, other project- or program-specific or individual work plans as well as peer and supervisor feedback, if applicable, as the base documents.

30.04 Input of Employees

The Employer agrees to seek the input of Employees concerned, when evaluating management personnel.

30.05 Employee File

Employees have access to their Employee File (except in the case of confidential reports related to harassment or discrimination) upon submitting a written request. The parties agree that this does not restrict the authority of the Employer to meet its obligations under the Collective Agreement.

30.06 Performance Evaluation Process

The performance evaluation process will include:

- a) The Employee's self-assessment of performance according to a job description and if applicable, the organization's work plan, other project- or program-specific workplan and individual workplan, as appropriate.
- b) The evaluator (immediate supervisor) consults with other staff familiar with the Employee's work to obtain feedback.

- c) A meeting between the evaluator and the Employee to discuss the above as well as the evaluator's comments.
- d) The evaluator prepares a written assessment of Employee performance.
- e) The written evaluation will be given to the Employee.
- f) The Employee can suggest modifications to the evaluator.
- g) The Employee can respond in writing.
- h) All written material will be kept in the Employee's personnel file.

The performance evaluation process (step b to h) should be done within a period of one (1) month starting from the date the Employee gives their self-assessment to their evaluator (supervisor).

30.07 Job-Sharing

Two (2) Employee(s) may request from the Employer to share one (1) full-time position in accordance with the following provisions:

- a) A formal proposal must be presented to the Employer and the Local of the Union outlining the specifics of the job-sharing arrangement. This proposal must be submitted to the Employer and the Union at least six (6) months in advance of the proposed start date. This time limit may be shortened by mutual agreement.
- b) A schedule must be submitted to the Employer Representative, outlining the proposed hours of work for each team member for a complete calendar month not less than one (1) week before the schedule is to take effect. This schedule will reflect a sharing of the hours of work. The Employer or the Employer's Representative will not arbitrarily refuse a proposed schedule, or exercise unfair or discriminatory judgment in approving this schedule.
- c) The cost of salaries and benefits shall not exceed the cost of one (1) full-time position.
- d) Paid holidays, sick leave and vacation shall be paid on a pro-rata basis.
- e) One team member shall not be responsible for the duties performed by the other team member under any circumstances, but both are responsible for the fulfillment of the work plan of the position.

- f) The job-sharing arrangement shall be implemented for a trial period of six (6) months. The job-sharing arrangement may be terminated by the Employer or by either team member at any time during the six (6) month trial period provided that at least one (1) calendar months' notice is given. If the job-sharing arrangement is terminated during the trial period for any reason, both team members shall return to their original job status. At the end of the trial period, the job-sharing arrangement will become permanent and both team members will forfeit their right to return to their original job status, except by mutual agreement between the Employer and the team members.
- g) If one team member vacates the job-sharing arrangement for any reason, then the vacancy shall be posted as a job sharing position and filled in accordance with the Collective Agreement unless the remaining team member requests a full-time position. If the position cannot be filled by this process, the Employer reserves the right to terminate the job-sharing arrangement with respect to this position. If the job-sharing position is terminated, the remaining team member shall be required to assume the full-time responsibilities of the job in order to retain their job status.
- h) A copy of the job sharing agreement shall be sent to the Secretary of the Local.

ARTICLE 31 – OFFICE ENVIRONMENT (HEALTH AND SAFETY)

31.01 Health and Safety

In equipping and maintaining the Employer's work place, the Employer will have regard for the health and safety of the Employees.

31.02 Standards of Health and Safety

The Employer agrees to make all reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace.

31.03 Union/Employer Committee

The Employer will ensure that a Health and Safety Policy is in place to comply with applicable Health and Safety regulations.

31.04 First Aid Kit

The Employer shall be responsible for providing and maintaining a first aid kit to be kept in an appropriate location.

ARTICLE 32 – ORGANIZATIONAL CHANGES

32.01 Preliminary Notice

When the Employer is considering the introduction of a technological or organizational change, the Employer agrees to notify the Union two (2) months in advance of such intentions and to update the information provided to the Union as new developments arise and modifications are made. The Employer would entertain proposals from the Union.

32.02 Training

In planning and implementing change, a training/team building plan will be developed by the affected Employees and Employer Representative. Where new or greater skills are required than are already possessed by affected Employees under the present methods of operation, such Employees shall, at the expense of the Employer, be given a period of time not to exceed three (3) months, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such Employee. Should the introduction of new methods or operation create a need for the perfection or acquisition of skills requiring a training period longer than three (3) months, the additional training time shall be provided unless the Employer can prove it is economically prohibitive.

32.03 Classification

The job classification and salary level of affected Employees shall be reviewed and reclassified according to the C.U.P.E. Gender Neutral Job Evaluation Plan after all technological and organizational changes have been made.

ARTICLE 33 – LABOUR MANAGEMENT COMMITTEE

33.01 Labour/Management Committee Meetings

The Employer agrees to recognize the Labour-Management Committee, which shall consist of two (2) representatives of the Union and two (2) representatives of the Employer.

The meetings will help foster and promote effective communications, mutual respect, increased confidence and understanding between Parties, and will discuss matters that may arise in the workplace in an unbiased, egalitarian forum, on the following basis:

- a) Meetings shall be held at the request of either party.

- b) Meetings shall be held on mutually agreeable dates. If there are matters that require immediate attention, the Parties will meet within ten working days of either party giving written notice.
- c) Attendance by representatives shall be considered as time worked.
- d) The agenda for the meeting will be established jointly, and provided 48 hours prior to the meeting.
- e) Either party may call or permit the attendance of resource personnel.
- f) Responsibility for taking notes will alternate between the Union and the Employer. The note taker will provide the Union Secretary and the Employer with the minutes of each meeting. The meeting minutes will be completed in a timely manner, and provided to both Parties no later than two weeks after the meeting.

33.02 Limitations of Committee

The Committee shall not have the power to add, amend, delete or change any part of the Collective Agreement or to deal with any matter which is properly the subject of collective bargaining negotiations or of grievance and arbitration proceedings.

33.03 Advisory Role of Committee

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer but may advise the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 34 – TERMS OF AGREEMENT

34.01 Duration of Agreement

This Agreement shall be binding and remain in effect from April 1, 2024 - March 31, 2028, unless either Party gives to the other Party notice in writing in accordance with Article 34.03. The terms of this agreement continue to be in effect until the conclusion of negotiations.

34.02 Effective Date

All provisions of this Agreement are to be effective commencing the first day of the first pay period following the date of execution of the Agreement except where retroactivity is specifically provided for.

34.03 Notice of Intention to Bargain

Within six (6) months but not less than thirty (30) 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. Within fifteen (15) days of the date of the letter of notice, a date of meeting will be agreed to.

34.04 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by written mutual agreement between the Union Local President and the CEO any time during the existence of this Agreement.

34.05 Supplementary Arrangements

Supplementary arrangement, if any, relating to items covered by the Agreement shall be by mutual consent, in writing, for a specified period of time, and shall be subject to the grievance and arbitration procedure, if appropriate.

ARTICLE 35 – UNDERTAKINGS

35.01 Solidarity Fund

The Employer and the Local will each contribute \$0.01 (one) cent per hour per Employee to a Solidarity Fund administered by the Local.

Signed electronically by the parties.

For the Employer

Emre Eksi

Emre Eksi
Director of Finance and Operations

Shannon Kindornay

Shannon Kindornay (Aug 7, 2025 10:49:40 EDT)

Shannon Kindornay
COO

For the Union

Barbara Nzigiyiye

Barbara Nzigiyiye (Jul 30, 2025 09:30:06 EDT)

Barbara Nzigiyiye
Bargaining Member of CUPE Local 3371

Darron Seller-Peritz

Darron Seller-Peritz (Jul 22, 2025 15:50 EDT)

Darron Seller-Peritz
Bargaining Member of CUPE Local 3371

Alyssa Peyton

Alyssa Peyton (Jul 30, 2025 10:05:20 EDT)

Alyssa Peyton
CUPE National Representative

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CLASSIFICATION SCHEDULE


The following schedule indicates the current wage levels of various classifications as of the date of ratification of the Collective Agreement (November 13, 2024). These are subject to change as per the JJEC evaluations for each individual role. Each Employee should refer to their individual contract for their level as titles and levels may evolve over time.

WAGE LEVEL	CLASSIFICATION
Level 1	
Level 2	Junior Assistant, Communications and Events
Level 3	Administrative Assistant – Membership and Stakeholder Engagement Program Assistant – ARC Hub
Level 4	Communications Assistant Administrator, Events and IT
Level 5	Policy Officer Program Officer – Digna Program Coordinator – ARC Hub Research and Program Officer Policy Analyst and Program Officer
Level 6	Program Manager – HRN Manager, Events and Community Development Communications Manager
Level 7	Racial Justice Expert Senior Manager, Programs
Level 8	

SCHEDULE "A"

Rate of pay: April 1, 2024 – March 31, 2025
 April 1, 2024: 7% increase on the salary grid

	0 years	After 1 year (Step 1)	After 2 years (Step 2)	After 3 years (Step 3)	After 4 years (Step 4)
Level 1	\$46,518	\$47,216	\$47,924	\$48,643	\$49,372
Level 2	\$51,752	\$52,528	\$53,316	\$54,116	\$54,927
Level 3	\$59,081	\$59,967	\$60,867	\$61,780	\$62,706
Level 4	\$63,010	\$63,955	\$64,914	\$65,888	\$66,876
Level 5	\$67,562	\$68,576	\$69,604	\$70,648	\$71,708
Level 6	\$75,174	\$76,301	\$77,446	\$78,607	\$79,787
Level 7	\$83,118	\$84,365	\$85,630	\$86,915	\$88,218
Level 8	\$91,902	\$93,280	\$94,679	\$96,099	\$97,541

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SCHEDULE "B"

Rate of pay: April 1, 2025 – March 31, 2026
 April 1, 2025: 3.5% increase on the salary grid

	0 years	After 1 year (Step 1)	After 2 years (Step 2)	After 3 years (Step 3)	After 4 years (Step 4)
Level 1	\$48,146	\$48,868	\$49,601	\$50,345	\$51,100
Level 2	\$53,563	\$54,367	\$55,182	\$56,010	\$56,850
Level 3	\$61,149	\$62,066	\$62,997	\$63,942	\$64,901
Level 4	\$65,215	\$66,193	\$67,186	\$68,194	\$69,217
Level 5	\$69,927	\$70,976	\$72,041	\$73,121	\$74,218
Level 6	\$77,805	\$78,972	\$80,156	\$81,359	\$82,579
Level 7	\$86,027	\$87,317	\$88,627	\$89,957	\$91,306
Level 8	\$95,118	\$96,545	\$97,993	\$99,463	\$100,955

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SCHEDULE "C"

Rate of pay: April 1, 2026 – March 31, 2027
 April 1, 2026: 2.5% increase on the salary grid

	0 years	After 1 year (Step 1)	After 2 years (Step 2)	After 3 years (Step 3)	After 4 years (Step 4)
Level 1	\$49,350	\$50,090	\$50,841	\$51,604	\$52,378
Level 2	\$54,902	\$55,726	\$56,562	\$57,410	\$58,271
Level 3	\$62,677	\$63,618	\$64,572	\$65,540	\$66,523
Level 4	\$66,845	\$67,848	\$68,866	\$69,899	\$70,947
Level 5	\$71,675	\$72,750	\$73,842	\$74,949	\$76,073
Level 6	\$79,750	\$80,946	\$82,160	\$83,393	\$84,644
Level 7	\$88,178	\$89,500	\$90,843	\$92,205	\$93,589
Level 8	\$97,496	\$98,959	\$100,443	\$101,950	\$103,479

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SCHEDULE "D"

Rate of pay: April 1, 2027 – March 31, 2028
 April 1, 2027: 2.5% increase on the salary grid

	0 years	After 1 year (Step 1)	After 2 years (Step 2)	After 3 years (Step 3)	After 4 years (Step 4)
Level 1	\$50,583	\$51,342	\$52,112	\$52,894	\$53,687
Level 2	\$56,275	\$57,119	\$57,976	\$58,845	\$59,728
Level 3	\$64,244	\$65,208	\$66,186	\$67,179	\$68,187
Level 4	\$68,517	\$69,544	\$70,587	\$71,646	\$72,721
Level 5	\$73,467	\$74,569	\$75,688	\$76,823	\$77,975
Level 6	\$81,744	\$82,970	\$84,214	\$85,477	\$86,760
Level 7	\$90,382	\$91,738	\$93,114	\$94,511	\$95,928
Level 8	\$99,933	\$101,432	\$102,954	\$104,498	\$106,066

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SCHEDULE “E”

Holiday Shutdown

DECEMBER 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			25	26	27	28
29	30	31	1			

DECEMBER 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				25	26	27
28	29	30	31	1		

DECEMBER 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					25	26
27	28	29	30	31	1	

DECEMBER 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						25
26	27	28	29	30	31	1
2						

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APPENDIX I

2012 PARTICIPATION AGREEMENT

Between

COOPERATION CANADA
(the "Employer")

- and -

MULTI-SECTOR PENSION PLAN BY ITS TRUSTEES
(the "Trustees")

The Agreement made this 1st day of January 2013

In consideration of the Employer becoming a participating Employer, commencing January 1, 2013, in the Multi-Sector Pension Plan (the "Plan"), by making contributions to the Plan in accordance with the collective agreement ("Collective Agreement") between the Employer and Local 3371 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the Employees of the Employer on whose behalf contributions are being made, the Parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement, failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended ("Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan, or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

a) **To be Provided at Plan Commencement**

- date of hire;
- date of birth;
- Social Insurance Number;
- date of first contribution;
- seniority list to include hours from date of hire to Employers' Fund entry date (for the purpose of calculating past service credit);
- gender.

b) **To be Provided with each Remittance**

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year to date contributions;
- Employer portion of arrears owing due to error, or late enrolment by the Employer.

c) **To be Provided Initially and as Status Changes**

- full address;
- termination date where applicable (MM/DD/YY);
- marital status;
- date of death (if applicable)

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

- current complete address list for all eligible Employees;
- period(s) of absence due to illness or disability, including WSIB;
- period(s) of layoff, while subject to recall;
- period(s) of absence for pregnancy or parental leave;
- period(s) of strike or lockout;
- other leaves of absence;
- hours worked by Employees covered by the collective agreement who are not yet eligible Employees, in the month and cumulatively since their date of hire.

7. All personal information about Employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, Employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

Signed electronically by the parties.

For the Employer

**For the Multi-Sector Pension Plan,
by its Trustees**

Emre Eksi

Emre Eksi
Director of Finance and Operations

Pension Plan Trustee

Shannon Kindornay

Shannon Kindornay (Aug 7, 2025 10:49:40 EDT)

Shannon Kindornay
COO

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APPENDIX II

LETTER OF UNDERSTANDING

Between

COOPERATION CANADA
(the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3371**
(the "Union")

RE: PILOT PROJECT – AEDIJ VOLUNTEER LEAVE

As part of the AEDIJ initiative, the Employer will grant each employee, in each fiscal year, a single period of up to seven (7) hours or two (2) periods of up to three decimal five (3.5) hours each of leave with pay to work as a volunteer for a charitable or community organization or activity. Such volunteer activities will be for purposes of promoting social justice or community engagement at the local, national or international level. Such leave is subject to the following provisions:

- The leave is subject to operational requirements as determined by the Employer;
- The Employee must submit requests for leave at least ten (10) working day in advance;
- The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.
- Employees making use of this leave are required to provide a written or oral report regarding the volunteer leave experiences within ten (10) working days of participating in volunteer leave.
- The volunteer leave may only be used for purposes that are consistent with Cooperation Canada's mandate and mission. Leave may not be used for partisan political activities, volunteer activities for a competitor of Cooperation Canada, activities that are in contravention of any contractual commitments of Cooperation Canada, or any matter, which as determined by the Employer, could compromise Cooperation Canada's reputation or standing as a leader in the promotion of social justice.

This LOU shall expire on March 31, 2028.

Signed electronically by the parties.

For the Employer

Emre Eksi

Emre Eksi
Director of Finance and Operations

Shannon Kindornay

Shannon Kindornay (Aug 7, 2025 10:49:40 EDT)

Shannon Kindornay
COO

For the Union

Barbara Nzigiyiye

Barbara Nzigiyiye (Jul 30, 2025 09:30:06 EDT)

Barbara Nzigiyiye
Bargaining Member of CUPE Local 3371

Darron Seller-Peritz


Darron Seller-Peritz (Jul 22, 2025 15:50 EDT)

Darron Seller-Peritz
Bargaining Member of CUPE Local 3371

Alyssa Peyton

Alyssa Peyton (Jul 30, 2025 10:05:20 EDT)

Alyssa Peyton
CUPE National Representative

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APPENDIX III
RIGHT SELECTION FORM
Cooperation Canada

Name: _____

Date: _____

Right 1: Recall _____ **Date:** _____

Right 2: Severance _____ **Date:** _____

Right 3: Bumping

Job title: _____

Team: _____

Comments:

Employee Signature: _____

Employer Assessments/Comments:

TERMS OF REFERENCE

of the

JOINT JOB EVALUATION COMMITTEE

between

**THE CANADIAN COUNCIL
FOR INTERNATIONAL CO-OPERATION
(hereinafter called the “Employer”)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3371
(hereinafter called the “Union”)**

REVISED January 1996

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ARTICLE 1 – PURPOSE – EQUAL PAY FOR WORK OF EQUAL VALUE

- a) To carry out and maintain a Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between CUPE Local 3371 and the Employer.
- b) To jointly implement a single gender neutral job evaluation plan to achieve Equal Pay for Work of Equal Value for all jobs within the CUPE Local 3371, which will include, these four main factors and sub-factors.
- i) Skill
 - Knowledge
 - Experience
 - Judgment
 - ii) Effort
 - Mental Effort
 - Physical Activity
 - Dexterity
 - iii) Responsibility
 - Accountability
 - Safety of Others
 - Supervision of Others
 - Contacts
 - iv) Working Conditions
 - Disagreeable Conditions

The factors and sub-factors must have an impact on all jobs being rated.

- c) The money for this program will be paid by the Employer over and above normal wage increases negotiated in collective bargaining. No Employee will have their wages reduced and will receive the increases in the current collective agreement.

ARTICLE 2 – DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evolution Program.

Benchmark Jobs	“Sample Jobs” which represent a selection of jobs chosen from the classifications covered by the Plan. There are used as a basis for comparison under the Job Evaluation Plan.
Collective Agreement	The Collective Agreement currently in effect between the Employer and CUPE Local 3371.
Duty	Is made up of a number of tasks.
Factors	The four (4) major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Green-Circled Rate	The wage rate that is lower than the newly established wage rate.
Incumbent	An Employee who has been appointed to a job.
Job	A group of duties or range of duties or tasks and responsibilities assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, responsibility, effort and the working conditions involved in the performance of that job, through the use of questionnaires, interview and work-site observation.
Job Description	The written description of a job which includes a summary and the major duties/responsibilities listed in order of importance.
Job Evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Plan	The Plan contains the guidelines and degree levels for each sub-factor used for evaluating a job.
Pay Grade	A designated salary range within the salary schedule.
Points	The numerical expression assigned to each degree within each sub-factor.

Red-Circled Rate	The wage rate that is higher than the newly established wage rate.
Salary Schedule	A listing of job titles, point bandings and page grades.
Sub-factors	Components of the four (4) major factors.
Sub-factor Degree	The actual measurements levels within each sub-factor.
Total Points	The sum of all points allotted to each job for all factors determined in accordance with the Job Evaluation Plan.

ARTICLE 3 – THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)

- 3.1** The J.J.E.C. shall have equal representation from the Parties consisting of two (2) representatives from the Employer and two (2) representatives from the Local Union.
- 3.2** The Employer and the Union shall each designate one of its representatives to act as co-chairperson.
- 3.3** Each party may appoint alternate representative to serve as replacements for absent representative or to assist the Committee in its work from time to time. The names of alternate representatives shall be submitted to the J.J.E.C. Secretary.
- 3.4** The J.J.E.C. will be responsible for ensuring that decisions made by the committee are recorded and that the agenda of meetings are circulated at least forty-eight (48) hours before the meeting.
- 3.5** CUPE Local 3371 committee members and any alternates appointed by CUPE Local 3371 shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure promotional opportunities and salary increments to which the Employee would normally be entitled including any increases that may occur as a result of an evaluation of their present position.
- 3.6** Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the Parties subject only to the reconsideration procedure contained in Article 6.1 during the implementation process. Alternate members shall have the right to vote only when replacing a regular committee member who is absent.

- 3.7** The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and agenda of the meeting at least forty-eight (48) hours before the meeting. either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other part.
- 3.8** Either party to the agreement may engage advisors to assist its representatives on the J.J.E.C. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

ARTICLE 4 – MANDATE OF THE J.J.E.C.

The J.J.E.C. shall:

- a) Develop process to implement CUPE Gender-Neutral Job Evaluation Program (i.e. establish and agree to Terms of Reference, personalize plan and questionnaire);
- b) Evaluate all Bargaining Unit jobs using the Job Evaluation Plan;
- c) Recommend changes to the process, its procedures or methods as may be deemed necessary from time to time to the Parties;
- d) Maintain the program.

ARTICLE 5 – JOB ANALYSIS PROCEDURES AND RATINGS FOR NEW AND/OR CHANGED JOBS

5.1 The following general procedure shall be used to rate jobs:

a) **Step 1**

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the J.J.E.C., along with the copy of the current job description (if one exists). The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

b) **Step 2**

The Committee shall revise the up-to-date job description based on the information gathered. Where further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. The Committee shall then submit the job description to the incumbent(s) and

the supervisor for their mutual agreement. Amendments may be made to the proposed job description, as deemed necessary by the Committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

c) **Step 3**

The job shall now be rated, based on the agreed-upon job description, in accordance with the Job Evaluation Plan. (See Annex I, II and III for the tools you need to rate each job.) The Committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the job site. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. To minimize errors of personal judgment, each of these factors is subdivided into sub-factors which provide a standard against which each job is rated to determine its relative worth.

d) **Step 4**

When the Committee has completed the rating of all jobs, it will provide the supervisor and incumbent(s) with a copy of the job description and Advice of Rating.

5.2 Job ratings serve to:

- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
- b) provide the basis upon which wage rate relationships between jobs are established;
- c) measure changes in job content;
- d) assign jobs into their proper pay grade in the salary schedule.

5.3 In the application of the Job Evaluation Plan, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s), that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;

- c) Jobs are placed at the appropriate degree level in each sub-factor by comparing the specific requirements of the job to the sub-factor definition, and the description of each degree level;
- d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
- e) No interpolation of sub-factor degrees (i.e. mid-points) is permitted.

ARTICLE 6 – MAINTAINING THE JOB EVALUATION PROGRAM

- 6.1** Either the incumbent(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (Annex IV), stating the reason(s) for disagreeing with the job description and/or the rating of the job. Any such request shall be submitted within sixty (60) days of receipt of the Advice of Rating. Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee. The J.J.E.C. shall consider the request and make a decision which shall be considered final and binding upon the Parties and all Employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision.
- 6.2** It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. The initial review shall commence following the finalization of all reconsideration's and problems that may arise with the implementation of the job evaluation program. Thereafter, it is the intention of the Parties to periodically review jobs upon request and to conduct a comprehensive review of all positions every four (4) years.
- 6.3** Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:
- a) The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Annex IV);
 - b) Upon receipt of a completed Job Evaluation Reconsideration Form (Annex IV), the committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire, the interviewing of incumbents and or

supervisors and/or visits to the job site. Based on this information, the Committee shall update the job descriptions, as necessary;

- c) Where the job description has been changed, the Committee shall meet to rate each sub-factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (See Annexes I, II and III). The rating of the job shall determine the pay grade for the job;
- d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form (Annex IV) was submitted. The incumbent(s) shall retain the same place on any increment grid. All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate;

6.4 Whenever the Employer wishes to establish a new job, the following procedures shall apply:

- a) The Employer shall draft a job description for the job including a temporary classification and a pay grade;
- b) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- c) After three (3) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with an updated job description to the J.J.E.C. The Committee shall review the job description and rate the job according to the procedure set out in Article 5. The pay grade shall be paid to each incumbent effective the date of their appointment to the job. In the event that the pay rate of the job decreases as the result of this three (3) month re-examination of the job, the incumbent shall receive full red-circling protection for the duration of their tenure in the job.

ARTICLE 7 – SETTLEMENT OF DISAGREEMENTS

7.1 In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to Article 7.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairperson shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

- 7.2 Either party may, by written notice to the other party, refer the dispute to a single Arbitrator who shall be selected by agreement of the Parties. If the Parties are unable to agree, either party may request the Minister of Labour to appoint an Arbitrator.
- 7.3 The Arbitrator shall decide the matter upon which the J.J.E.C. has been unable to agree and their decision shall be final and binding on the J.J.E.C., the Employer, the Union and all affected Employees. The Arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the Parties.
- 7.4 The Employer and the Union shall be the Parties to the Arbitration Hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an Arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the Parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the Arbitrators.
- 7.5 The Arbitrator's fees and expenses shall be borne equally between the Parties.
- 7.6 The time limits contained in this Article may be extended by mutual agreement of the Parties.

ARTICLE 8 – APPLYING THE RATING TO THE SALARY RANGES

- 8.1 The total point allocation shall be used to determine the salary range for the position based upon the following table:

<u>Pay Grade</u>	<u>Job Evaluation Point Group</u>
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ARTICLE 9 – CONCLUSION AND IMPLEMENTATION

- 9.1 The J.J.E.C. shall report its recommendations to the Parties for ratification.
- 9.2 These Terms of Reference, including all appendices, the Gender-Neutral Job Evaluation Plan, and job descriptions as agreed to by the J.J.E.C. shall be

deemed to be included in the Collective Agreement, effective the date of signing of these Terms of Reference.

Signed electronically by the parties.

For the Employer

Emre Eksi

Emre Eksi
Director of Finance and Operations

Shannon Kindornay

Shannon Kindornay (Aug 7, 2025 10:49:40 EDT)

Shannon Kindornay
COO

For the Union

Barbara Nzigiyiye

Barbara Nzigiyiye (Jul 30, 2025 09:30:06 EDT)

Barbara Nzigiyiye
Bargaining Member of CUPE Local 3371

Darron Seller-Peritz

Darron Seller-Peritz (Jul 22, 2025 15:50 EDT)

Darron Seller-Peritz
Bargaining Member of CUPE Local 3371

Alyssa Peyton

Alyssa Peyton (Jul 30, 2025 10:05:25 EDT)

Alyssa Peyton
CUPE National Representative

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ANNEX I: JOB EVALUATION RECONSIDERATION FORM

Any Employee and/or supervisor or the Union or Employer, who disagrees with the job description and/or rating established for the job, may request reconsideration of the job description and/or rating by completing a Job Evaluation Reconsideration Form and submitting it to the Joint Job Evaluation Committee.

Reasons for disagreeing with the job description and/or rating of the job should be included on the Job Evaluation Reconsideration Form. Please use additional pages as required.

EMPLOYEE:
PRINCIPAL/SUPERVISOR:
NAME: (Please print)
JOB TITLE: (Job in question)
LOCATION
DATE
SIGNATURE
REASON(S) FOR DISAGREEMENT:
NOTE: FORWARD ORIGINAL TO HUMAN RESOURCES FOR DISTRIBUTION TO: A) THE EMPLOYEE, B) UNION SECRETARY, C) JOINT JOB EVALUATION COMMITTEE