

**COLLECTIVE AGREEMENT**

**between**

**JOBSTART**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**and its**

**LOCAL 3771**

**APRIL 1, 2017 TO MARCH 31, 2022**

BETWEEN

JobStart  
hereinafter called "the Employer",

Party of the First Part:

AND

Canadian Union of Public Employees and its Local 3771  
hereinafter called "the Union",

Party of the Second Part:

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## **ARTICLE 1 PURPOSE OF AGREEMENT**

### **1.01 Purpose of the Agreement**

The general purpose of this Agreement is in the mutual interests of the Employer, the Union and the employees, and is to encourage the efficiency and effectiveness of operation, quality and quantity of service to the community and to establish and maintain a satisfactory procedure to cover the settlement of differences arising out of this Contract, and to set forth those working conditions which have been negotiated.

The Union recognizes that the Employer must obtain the support and financial assistance of governments and other service partners and the Union agrees to support the Employer in obtaining such objectives.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **2.01 Management Rights**

Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Employer and remain exclusively within the rights of the Employer and its Management. Without limiting the generality of the foregoing, the Employer's rights include:

- (a) the right: to maintain order, discipline and efficiency, to make, alter and enforce, reasonable rules and regulations, policies and practices, to be abided by its employees; to discipline, suspend and discharge employees for reasonable and just cause;
- (b) the right: to select, hire and organize or oversee the working force and employees; to transfer, assign, promote, demote, classify, layoff and recall employees; to plan, direct and control activities; to select and retain employees for positions excluded from the bargaining unit;
- (c) the right: to manage the Employer's activities in order to satisfy its commitments and responsibilities; the right to determine the objectives of the Employer, and the manner and means by which those objectives will be met; the right to determine the location, relocation or dissolution of its offices and the extent of its services; the right to delegate or assign activities, programmes or work to other agencies, Employers or their employees; the right to establish standards to be met by employees in the performance of their duties; the right to determine the content of jobs to be performed by employees; the right to introduce new programmes and to revise existing programmes, the right to decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting time; and generally, the right to manage its activities without interference, are solely and exclusively the right of the Employer;
- (d) the sole and exclusive jurisdiction over all activities, buildings, equipment and employees shall be vested in the Employer.



## **2.02 Employer Agreement**

The Employer agrees that it will not exercise the foregoing rights set out in Article 2.01 in an arbitrary or discriminatory manner, or in a manner inconsistent with the expressed provisions of this Agreement.

## **ARTICLE 3 RECOGNITION AND NEGOTIATION**

### **3.01 Bargaining Unit**

- a) The Employer recognizes the Canadian Union of Public Employees and its Local 3771 as the sole and exclusive collective bargaining agent for all of its Employees save and except Managers, Senior Accounting Clerks, Accountants, persons above the rank of Manager and Executive Assistant to the Executive Director, and hereby agrees to negotiate with the Union, or any of its authorized parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

Employees on training grants or independent service contracts of one year or less, shall not be covered by the terms of this Agreement. Where the Employer is entering into an independent service contract, the Employer will notify the Union in writing.

If an independent service contract continues unbroken and he/she is hired to be employed permanently into a bargaining unit position, he/she shall not be credited with time spent as an independent service contractor in reducing the probationary period and accruing seniority.

- b) A full-time employee is one who is regularly scheduled to work more than twenty-four (24) hours per week.
- c) A part-time employee is one who is regularly scheduled to work twenty-four (24) hours or less per week and has made a commitment to be available for work on a continuous predetermined basis.

A part-time employee who is regularly scheduled to work seventeen and a half (17.5) hours or more in a week shall be entitled to benefits and to pro-rated vacations, holidays and sick days.

- d) A temporary employee is a person who is hired either:
- i. To replace an employee who is absent from work and such employment shall be terminated upon conclusion of the situation which created the need for the replacement; or
  - ii. For specific tasks which existing employees are unable or unavailable to perform with a definite start date and an estimated date of completion. Such dates shall be conveyed to the employee and the union.

- iii. If a temporary employee's employment continues unbroken and he/she is hired to be employed permanently into a bargaining unit position, he/she shall be credited with time spent as a temporary employee in reducing the probationary period, accruing seniority and meeting the requirements for benefit eligibility set out in Article 23.01.

Note: If a temporary employee has a break in employment of five (5) business days or less it will not be considered a break in employment for the purpose and application of this article.

- iv Temporary employees employed for more than 12 months will be entitled to all health benefits effective the first day following their anniversary date.
- e) Temporary employees shall be entitled to all rights of the collective agreement, except for the following: Seniority, Personal Days, Leave of Absence, Health Benefits (in the first 12 months of employment), Retirement Savings Plan and Layoff Notice.

### **3.02 Right of Fair Representation**

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have reasonable access to the Employer's premises in order to deal with any matters arising out of this collective agreement where the advance permission of the Executive Director or his/her designate has been obtained. Such advance permission shall not be unreasonably withheld.

### **3.03 Union Officers and Committee Members**

Union officers and committee members shall be entitled to leave their work during working hours solely for the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

The titles (positions) and names of all Union Officers will be forwarded to the Employer by the Union within five working days of election/appointment.

### **3.04 Service Contract Worker, Volunteers and Managers**

Independent Service Contract Workers, Volunteers and Managers will not perform bargaining unit work if it will result in a layoff as defined in 15.01 in this Agreement.

## **ARTICLE 4 HUMAN RIGHTS**

### **4.01 Employer and Union Shall Not Discriminate**

The Employer and the Union agree to abide by the provisions of, but is not limited to, the Ontario *Human Rights Code*, as amended from time-to-time, and agrees that it will not discriminate against any employee because of race, colour, ancestry, creed (religion), place of

origin, ethnic origin, citizenship, sex (including pregnancy), gender identity, gender expression), sexual orientation, age, marital status, family status, disability (physical disability, mental impairment, learning disability, mental disorder), record of offences, or lawful union activity.

#### **4.02 Human Rights Code**

Any claim by an employee, the Employer or the Union pertaining to a violation of the Constitution of Canada, the Human Rights Code, or the Employment Standards Act, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure up to and including arbitration.

#### **4.03 Definition of Spouse**

The term spouse shall include husbands and wives, co-habiting common-law, gay and lesbian partners.

### **ARTICLE 5 CHECK-OFF OF UNION DUES**

#### **5.01 Check-off Payments**

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

#### **5.02 Deductions**

Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the 15<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names from whose wages the deductions have been made.

#### **5.03 Dues Receipts**

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

#### **5.04 List of Union Members**

On a quarterly basis, the Employer shall forward to the President of the Local Union a list indicating the names, classifications of employees and seniority date as well as an indication of promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment. On an annual basis, the Employer shall forward to the President of the Local Union a list indicating the names, addresses and phone numbers of its employees.

#### **5.05 Union Indemnifies Employer**

The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this Article.

**ARTICLE 6 EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES****6.01 Potential Employees**

The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

**6.02 Union Orientation**

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. An Officer of the Union 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 during the first month of employment for the purpose of acquainting the new employee with the collective agreement, the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

**ARTICLE 7 GENERAL CONDITIONS****7.01 Correspondence**

All correspondence between the parties, arising out of this agreement or incident thereto, shall pass to and from the Executive Director or his/her designate and the President of the Local Union, or the CUPE National Representative, with a copy to the Recording Secretary of the Local Union.

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this agreement shall be forwarded to the President of the Local Union.

**7.02 Bulletin Boards and E Mail**

The Employer shall provide space for the posting of Union bulletins and notices. It is further agreed that the Union may communicate to its member through E Mail. Union bulletins and notices and/or E Mail communications shall be signed or otherwise duly authorized by a Union Official and forwarded to the Executive Director, or designate, for approval. Such approval shall not be unreasonably denied.

**7.03 Personnel Records**

The Personnel records of an employee, or former employee, shall not be shared in any manner with any other employee or Employer, unless required by law, without the prior written consent of the employee concerned, in accordance with recently updated privacy legislation.

**7.04 Confirmation of Employment**

On termination of employment for any reason, the Employer shall upon request provide a letter confirming the former employee's period of employment.

### **7.05 Communication to Members**

Union representatives shall be entitled to distribute union literature and to convene union meetings on the Employer's premises during non-working hours with the approval of the Executive Director, such approval not to be unreasonably withheld.

### **7.06 No Reprisals Arising from Work Stoppage**

The Employer agrees that it shall not terminate, suspend, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because he or she engaged in a legal work stoppage, or in any legal activity related to the work stoppage.

### **7.07 Annual Employee Evaluations**

The Employer shall provide to every employee an annual written evaluation based on the job description and the requirements of the position.

## **ARTICLE 8 LABOUR MANAGEMENT COMMITTEE**

### **8.01 Establishment of Committee**

The Union and the Employer shall each name three (3) representatives, to a Labour/Management Committee, as well as the National Representative from time to time. The Committee shall enjoy the full support of both parties.

### **8.02 Function of the Committee**

The Committee shall concern itself with the following general matters:

- (1) considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees;
- (2) recommending the improvement and extension of services to the public;
- (3) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (4) recommending correction of conditions causing grievances and misunderstanding.

### **8.03 Meetings of Committee**

The Committee shall meet at least four (4) times per year at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

#### **8.04 Chairperson of the Meetings**

An Employer and a Union Representative Employee shall be designated as joint chairpersons and shall alternate in presiding over meetings.

#### **8.05 Minutes of the Meetings**

Minutes of each meeting of the committee shall be prepared, transcribed and signed by the joint chairpersons as promptly as possible after the close of the meetings. The Union and the Employer shall each receive one (1) signed copy of the minutes within twenty (20) working days following the meeting.

#### **8.06 Committee Recommendations**

The committee shall make recommendations to the Union and the Employer with respect to its conclusions. The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer in any conclusions reached in their discussions.

#### **8.07 Committee Membership**

The three (3) representatives of the Employer on the Labour/Management Committee shall all be Management. A member from the Board of Directors will be available as requested by either party.

### **ARTICLE 9 LABOUR/MANAGEMENT BARGAINING RELATIONS**

#### **9.01 Time Off for Meetings**

The Employer shall pay up to three (3) employee members of the Union Bargaining Committee for time off work required for the preparation of negotiations not to exceed one (1) day. The Employer shall pay up to three (3) employee members of the Union Bargaining Committee for time lost from work during their regular working hours to attend negotiations with Employer representatives up to the date upon which a "No Board Report" is received.

Such payment shall be at the employee's regular rate of pay. When the request for a "No Board Report" is received, such payment shall cease. The union will reimburse the Employer for lost wages.

#### **9.02 Workplace Seminars**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day where the advance permission of the Executive Director or his/her designate has been obtained. Such advance permission shall not be unreasonably withheld.

### **9.03 Union Bargaining Committee**

The Employer shall recognize the Union Bargaining Committee to consist of the President of the Local Union and not more than two (2) members. The Union shall have the right to have present a CUPE National Representative or other advisors.

There will be no more than two (2) members of the Bargaining Committee from the same operating location with ten (10) or less members of the Bargaining Unit.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

### **10.01 Recognition of Union Officers and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Officers. The Officer will assist any employee which the Officer represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

### **10.02 Recognition of Officers**

The Employer recognizes the right of the Union to elect three (3) Officers of the Union.

The Union shall notify the Employer in writing of the name of each Officer and the name of the location, before the Employer shall be required to recognize him/her.

### **10.03 Grievance Committee**

The Employer agrees that the Union Officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Union Officer is employed by the employer and that he/she will not leave his/her work during working hours except to perform his/her work without obtaining the permission of his/her supervisor, which permission shall not be unreasonably denied.

### **10.04 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

### **10.05 Individual Grievance**

Where an employee has an issue regarding the interpretation or alleged violation of the collective agreement, as it affects one employee, he/she may submit an individual grievance in writing. Such grievances shall be initiated at Step 1.

### **10.06 Group Grievance**

Group Grievances and any individual grievances directly involving an employee's immediate supervisor, shall commence at Step 2 of the Grievance Procedure.

A Group Grievance is a difference arising out of the interpretation, application, administration or alleged violation of the collective agreement initiated by two or more members of the Bargaining Unit where each member raises the same dispute. A Group Grievance shall be submitted to the Executive Director or his/her designate at Step 2 of the Formal Stage set out in Article 10.09.

#### **10.07 Policy Grievance**

Policy Grievances, Layoff and Recall grievances and Termination grievances shall commence at Step 2 of the Grievance Procedure. A Policy Grievance is a grievance arising directly between the Employer and the Union. A Policy Grievance can be raised provided that it is submitted to the Executive Director or his/her designate at Step 2 of the Formal Stage set out in Article 10.09 within five (5) working days from the time that the circumstances giving rise thereto have occurred or ought reasonably to have come to the attention of the party grieving. It is agreed that a Policy Grievance may not be initiated or pursued with respect to a grievance affecting a specific employee or group of employees and that the applicable grievance procedures for such matters shall not be thereby bypassed.

#### **10.08 Informal Stage**

It is the mutual desire of the Parties hereto that complaints and grievances of Employees shall be settled as quickly as possible. It is understood that an Employee will be encouraged by the Local to give the Employee's immediate Supervisor an opportunity of dealing with a complaint prior to resorting to the Grievance Procedure as outlined. If an Employee presents a verbal complaint to the Employee's immediate Supervisor, the Employee may be accompanied at that time by (1) Union Steward. By so complaining to the Employee's immediate Supervisor, the Employee shall not forfeit the right to grieve.

If an employee has a complaint concerning the application, interpretation, administration, or alleged violation of any of the provision of this Agreement, she/he shall take the matter up orally with her/his immediate Supervisor. The Supervisor will give her/his answer to the complaint within five (5) working days after it has been brought to her/his attention. (It is understood that an employee has no grievance until she/he had first given her/his Supervisor an opportunity of adjusting her/his complaint within the five (5) working days.

#### **10.09 Formal Stage**

If such complaint or question is not settled to the satisfaction of the employee then the following steps of the grievance procedure may be invoked in order. It is understood that a grievance must be lodged within five (5) working days after the circumstances giving rise to such a grievance has occurred or the employee became aware of such circumstance.

##### **STEP 1**

Any employee grievance shall be set forth in writing, in duplicate and shall be presented to the immediate Supervisor. The Supervisor shall review the grievance and reply in writing to the steward or representative within fifteen (15) working days giving her/his disposition and her/his explanation therefore. A copy of the reply will be provided to the grievor, Steward or designate, and President of Union.



**STEP 2**

If a settlement has not been reached under Step No. 1, the Steward or Union Representative may within fifteen (15) working days of the Supervisor's reply, refer the grievance to the Executive Director or her/his designate. The Executive Director or her/his designate together with the employee and her/his Supervisor, and her/his Steward or Union Representative, shall meet within fifteen (15) working days of referral to the Executive Director. The Executive Director or her/his designate shall give her/his disposition and explanation therefore in writing to the Steward or Union Representative within fifteen (15) working days of the date of meeting. A copy of the reply will be provided to the grievor and the Steward or designate and President of Union.

**STEP 3**

If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may within fifteen (15) working days of the reply of the Executive Director or her/his designate refer the grievance to Arbitration and/or Mediation in accordance with the provisions contained in Articles 10.14 and 10.19

**10.10**

Any of the time allowances provided in this Article, including Article 10.14, 10.15 and 10.19, may be extended by mutual agreement in writing between the Union and the Employer.

**10.11**

Saturday, Sunday, and Paid Holidays shall not be considered as working days in the calculation of time limits within the scope of this Article.

**10.12**

Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

**10.13**

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer will determine the location and the number of rooms for the grievance meetings.

**10.14 Referral to Arbitration**

The parties agree that a grievance concerning the application, interpretation, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitral which has been properly carried through all steps of the grievance procedure outlined in Article 10 may be referred to Arbitration, at the written request of either of the parties hereto.

The request shall be made by letter addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) working days thereafter, the other party shall answer by letter indicating the name and address of its appointee to the arbitration board. The two appointees shall select an impartial chair.

The parties may agree, in writing, to have a matter that has been referred to arbitration heard by a single arbitrator.

#### **10.15**

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within thirty (30) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

#### **10.16**

The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision inconsistent with the provisions of this Agreement. The Board of Arbitration shall have the power to alter a penalty consistent with the provisions of Section 48 (17) of the Ontario Labour Relations Act, S.O. 1995, c. 1. Sch. A.

#### **10.17**

Each party shall pay:

- a) The fees and expenses of the nominee it appoints.
- b) One-half of the fees and expenses of the Chair.

#### **10.18**

Attendance at arbitration shall be with no loss of pay or benefits for the President Steward and the grievor(s). Such other employee witnesses as are required and agreed to by the employer may attend.

#### **10.19 Mediation**

- a) At the mutual agreement of both parties the following mediation process may be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in this Article and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral 3<sup>rd</sup> party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.
- b) For the purpose of this Agreement, a complaint or a grievance is defined as a difference between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitral or an allegation that this Agreement has been violated. The parties will establish a list of four (4) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fees of the mediator.
- c) The mediation session will be attended by maximum of two (2) representatives from the Union and the grievor(s) and such representation as may be chosen to represent

Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.

- d) Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session.
- e) Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will be without prejudice or precedent by either party at arbitration should the matter not be resolved.
- f) The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Authorized attendance at the mediation session shall be without loss of regular pay or benefits.

Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.

## **ARTICLE 11 ARBITRATION**

### **11.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within five (5) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two appointees shall select an impartial chairperson.

### **11.02 Failure to Appoint**

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within thirty (30) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

### **11.03 No Person May be Appointed**

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

### **11.04 No Matter May be Submitted**

No matter may be submitted to arbitration which has not been properly carried through all the previous steps of the grievance procedure.

### **11.05 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties. The Board of

Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this agreement.

#### **11.06 Assistance of Parties Concerned**

At any stage of the Grievance Procedure including Arbitration, the conferring parties may have the assistance of the employees concerned and any necessary witnesses and relevant records, and to confer with the necessary witnesses.

#### **11.07 Amending of Time Limits**

The time limits fixed in the arbitration procedure may be extended by written consent of the parties.

#### **11.08 Single Arbitrator**

When it has been agreed that a grievance will be heard by a single arbitrator, the matters in dispute shall be submitted to the single arbitrator. The single arbitrator shall process the same powers and be subject to the same limitations as a Board of Arbitration as constituted in Article 11. Should the single arbitrator be unable to act, then the Employer and/or the Union shall request the Minister of Labour to appoint an arbitrator.

#### **11.09 Expedited Arbitration**

Notwithstanding the above, either party may exercise their right to apply for expedited arbitration in accordance with the Labour Relations Act.

#### **11.10 Arbitration Expenses**

Each of the parties hereto will jointly share the expenses of the Arbitration Board Chairperson or single arbitrator appointed by them.

### **ARTICLE 12 STRIKES AND LOCKOUTS**

#### **12.01 No Strikes and Lockouts**

The Union agrees that there will be no strike and the Employer agrees that there will be no lockout during the term of this Agreement. The meaning of strike and lockout shall be as defined in the Labour Relations Act of Ontario.

#### **12.02 Crossing of Picket Line**

The Employer shall not require an employee to cross a legal picket line for any reason.

## **ARTICLE 13 SENIORITY**

### **13.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit from the last date of hire. As between two or more employees who commenced work on the same day, the employee whose Letter of Offer has the earliest date will be considered to be the senior employee.

### **13.02 Probation for Newly Hired Employees**

A probationary employee shall be on probation for the first ninety (90) calendar days of his/her employment. After completion of the probationary period, seniority shall be effective from the original date of employment. Vacation leaves are not permitted during the period of probation; however vacation credits are earned in accordance with Article 19.01.

Employees while on probation are eligible to apply for new positions or vacancies. However, the probationary period will be extended for a further forty five (45) days and the following will apply:

A probationary employee will be subject to termination at the Employer's discretion. Such discretion shall not be exercised in a way that is arbitrary, discriminatory or in bad faith.

During the ninety (90) calendar days of an employee's probation an interim performance review shall be completed once and verbal feedback shall be given to the employee by the Employer.

### **13.03 Loss of Seniority**

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident or leave approved by the Employer. An employee shall only lose his/her seniority and be deemed to be terminated in the event:

- 1) he/she is discharged for just cause and is not reinstated,
- 2) he/she resigns and does not withdraw the resignation in writing within two (2) days of the Employer's written acceptance of the resignation;
- 3) he/she fails to return to work within five (5) working days following a layoff and after receiving notice by registered mail to the current address on file with JobStart unless through sickness or other just cause,
- 4) he/she is laid off continuously for a period of more than twenty-four (24) months,
- 5) he/she is absent from work without prior permission for three (3) consecutive working days, except for reasonable cause.
- 6) he/she is absent from work due to accident, sickness or disability for a continuous period of more than thirty-six (36) months.

- 7) he/she fails to return to work on the expected return date of a leave of absence, unless in case of an emergency.

#### **13.04 Transfer and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without his/her consent.

An Employee who transfers to a temporary non-bargaining unit position shall continue to accrue seniority while outside of the Bargaining Unit for a period of up to 6 consecutive months. During such time, the Employee shall have no rights under the Collective Agreement or participate as a union member. The Member shall continue to pay dues while they accrue Bargaining Unit seniority.

### **ARTICLE 14 PROMOTIONS AND STAFF CHANGES**

#### **14.01 Job Postings**

When a new bargaining unit position is created, or when a bargaining unit vacancy occurs, which shall include the resignation of an incumbent, the Employer shall immediately notify the Union in writing. The Employer will post notice of the position by electronic mail. A posting shall remain in place for a minimum of seven (7) working days so that all members will know about the vacancy or new position, provided the position is not deemed redundant. Positions shall be advertised within one week of vacancy or the union shall be informed of the reason for a delay. The Employer shall consider qualified internal applicants before outside applicants. For further clarification the Employer agrees that it will complete the internal applicant screening process before consideration will be given to any external candidates. The screening process for internal applicants will include a review of all relevant information including that contained in the personnel file.

#### **14.02 Information in Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge, experience, education, skills, and hours of work, anticipated start date, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

#### **14.03 Role of Seniority in Promotion, Transfer, Demotion, Layoff and Recall**

Having regard to the nature and responsibilities of the Employer, the Employer and the Union agree that primary consideration must be given to the competence of employees to perform the requirements of the job as set out in the job description.

Accordingly, in cases of promotion, transfer, demotion, layoff and recall, the following factors will be considered:

- (a) competence, efficiency and qualifications to perform the requirements of the job as set out in the job description in each classification

- (b) performance and ability exhibited in the same or similar position
- (c) seniority

Where, between employees, the factors in (a) and (b) are relatively equal in the discretion of the Employer, which will not be exercised in an arbitrary or discriminatory manner, the senior qualified employee will be selected.

## **ARTICLE 15 LAYOFFS AND RECALLS**

### **15.01 Definition of Layoff**

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

### **15.02 Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify employees, other than temporary employees, who are to be laid off eight (8) weeks prior to the effective date of layoff. For layoffs less than five (5) working days, there shall be one (1) weeks notice. If the employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days for which work was not made available.

### **15.03 Grievance on Layoffs and Recalls**

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

### **15.04 Leave to Attend Personal Matters**

When an employee is to be laid off, the employee shall be allowed up to five (5) working days with pay, prior to the effective date of the lay off to engage in a job search and to attend to personal matters. Such days shall be taken at a time mutually agreed upon by the employee and the supervisor. An employee's request shall not be unreasonably denied.

### **15.05 Union Notice**

The Union will receive notice of layoff(s) as soon as the Employer becomes aware of such layoff(s). Should the Union wish to meet with the Employer such meeting shall take place within one week to discuss potential re-deployment options.

### **15.06 New Permanent Bargaining Unit Position/Service Contract**

If a permanent bargaining unit position or service contract becomes available or created, the position will first be offered to employees on layoff in each classification in order of bargaining unit seniority. Such employees must have demonstrated skills, knowledge, qualifications and ability to perform the requirements of the permanent bargaining unit position or service contract. Employees shall have the right to refuse such offer.

### 15.07 Recall

Employees shall have the right to be recalled from lay off based on seniority for a period of twenty-four (24) months, provided he/she has the required skill, ability, competency and qualifications, with minimal internal training, to perform the requirements of the job as set out in the job description in each classification.

For permanent positions, the Employer will offer the position to employees on layoff before considering other candidates. Job offers will be made in accordance with the provisions of Article 14.03.

An Employee's recall rights are limited to positions equal to or less than the Employee's former pay grade.

It is the responsibility of employees on lay off to provide the Employer his/her most current contact information including telephones, email and home address. The Employer shall email job postings to a laid off Employee at the most current email address on file with the Employer

#### Permanent Full time Positions:

- a. Process for recall: An interview may be required for a staff member who has not performed the role at JobStart to ensure he/she has the required competencies, skills and experience required for the job (as per article 14.03).The staff member would be provided with 2 working days to respond to the recall notice (or offer of position if qualified from the interview) in writing and would be expected to commence work within 5 working days of the date of the recall/offer notification.
- b. Decline Recall for Permanent Job: Should the staff member decline the recall or offer in writing or we are not able to reach him/her to discuss the recall (for a period of 48 hours), JobStart would accept this as his/her resignation from employment with JobStart effective immediately.

#### Temporary positions (full time or part time):

- a. Process for Recall: Same as a) above for permanent job opening.
- b. Decline Recall for Temporary Job: Should the staff member decline the recall (or job offer) in writing because it is a temporary job, JobStart would accept this decline (recognizing the staff member wants to resume to the same permanent full time employment status from which they were laid off) and not deem this to represent her/his resignation.

An Employee who has been laid off for more than twenty-four (24) months shall lose all rights of recall and seniority and shall be deemed terminated from JobStart.

### 15.08 Bumping Rights

Employees who receive a layoff notice may bump the least senior employee in the same classification or lower as long as she/he has the required competency, efficiency and qualifications to perform the requirements of the job as set out in the job description in each



classification. The affected Employee will advise the Employer of her/his intention to exercise her/his bumping rights within two (2) working days of receipt of layoff notice.

## **ARTICLE 16 HOURS OF WORK**

### **16.01 Regular Daily Hours**

Office hours may be scheduled between 8:00 a.m. and 7:00 p.m., Monday to Friday, but at the discretion of the Employer, hours may be changed for all or some of the employees in the bargaining unit.

It is further agreed and understood that the Employer shall not exercise this provision in a manner inconsistent with Article 16.03

### **16.02 Regular Weekly Hours**

The normal hours of work for full-time employees shall be thirty-five (35) hours per week.

### **16.03 Work Schedules**

It is understood that work schedules are established for each employee relative to their function and responsibilities. Such work schedules shall be established by mutual agreement of the employee and the employee's supervisor subject to the agency's operational requirements. Employees may be required to work evenings and weekends within their 35 hour work week.

## **ARTICLE 17 OVERTIME**

### **17.01 Overtime Defined**

Where work in excess of an employee's normal hours of work is required and pre-approved by the employee's supervisor, the employee shall be compensated by being given an equivalent amount of time off to be taken at a time mutually agreeable between the employee and his/her supervisor, within the period of ninety (90) calendar days from the date the overtime was worked. An employee shall not have more than (2) two days overtime banked at any one time. Lieu time shall be arranged subject to the operational requirements of the Employer. All hours worked in excess of forty-four (44) hours per week shall be paid at the rate of time and one half and may not be taken as lieu time.

Only hours pre-authorized in writing by the employee's supervisor will be considered overtime. Employees are required to provide a minimum of 48 hours notice when requesting to take lieu time. Requests will not be unreasonably denied.

### **17.02 Compensation for Work on Paid Holidays Not Regularly Scheduled**

Overtime work on a legal statutory holiday, when the employee was not scheduled to work, shall be paid for at the rate of time and one-half for work performed, plus another day off without loss of pay at a time mutually determined by the employee and his/her supervisor.

### 17.03 Payment for or Supply of Meals

An employee required to work more than three (3) hours overtime in a day shall be provided with a meal or an allowance of \$10.00 by the Employer.

## ARTICLE 18 PAID HOLIDAYS

### 18.01 Paid Holidays

The following are recognized by JobStart as paid holidays:

New Years Day	Civic Day
Family Day	Labour Day
Good Friday	Thanksgiving
Victoria Day	Christmas Day
Canada Day	Boxing Day

### 18.02 Working Day Before and Day After

In order to qualify for payment for any holidays designated above, the employee must work their scheduled work day immediately prior to and their scheduled work day immediately following the holiday, unless absent for just cause.

### 18.03 Holidays Falling on Weekends

If any of the holidays listed in Article 18.01 fall on a Saturday or Sunday the preceding Friday or the following Monday shall be observed as a holiday. In the event the Employer's operations remain open on the Civic Day because of the requirements of one or more funders the Employer shall give the affected employees a lieu day off with pay at a time mutually agreed between the employee and his/her immediate supervisor in accordance with the provisions of Article 17.01.

## ARTICLE 19 VACATIONS

### 19.01 - Length of Vacation

Vacation credit at JobStart is calculated on the basis of length of service and applies to all permanent employees. Vacation credit for part-time employees is calculated pro rata on the basis of the ratio of the average hours worked as a part-time employee to the regular hours of work of permanent full-time employees.

Continuous Service	Monthly	Full-Time
Annual	Entitlement	Entitlement
0 - 4 years	1.25 days	15 days
Completed four (4) years but less than nine (9) years of service	1.67 days	20 days
Completed nine (9) or more years of service	2.08 days	25 days

During the period of approved vacation, the employee's regular salary will continue to be paid in the same manner as if the employee were actively at work.

#### **19.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon between the employer and the employee, subject to the operational requirements of the Employer. A reasonable effort shall be made by the Employer to accommodate a request of an employee in this regard.

#### **19.03 Vacation Pay on Termination**

An employee terminating employment at any time in the vacation year, prior to using his/her accrued vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination. Conversely, when a terminating employee has been permitted to use vacation time in advance of accruing his/her entitlement in its entirety, payroll deductions will be reflected accordingly.

#### **19.04 Vacation Schedules**

- a) Vacation shall be scheduled by the employer subject to the operational requirements of the Employer. A reasonable effort shall be made by the Employer to accommodate a request of an employee in this regard. An employee shall arrange specific dates of their vacation period in consultation with other employees within the same job category and submit the request in writing to the Manager by November 1st of each year for the upcoming calendar year covering the twelve month period of January 1 to December 31. Management decisions regarding vacation approvals shall be made in order of seniority within said job category. The scheduling of all vacations is subject to final approval by the Employer. Approval will be communicated in writing to the employees no later than December 1st.
- b) All vacation requests must be submitted via the electronic form to their Supervisor, or to his/her director in the absence of the direct supervisor. Vacation times requested electronically by November 1st in each year shall be granted according to seniority for the upcoming calendar year covering the twelve month period of January 1 to December 31. Requests made electronically after November 1st shall not be scheduled according to seniority. All requests for vacation in excess of four (4) days must be submitted electronically at least three (3) weeks in advance, other than an approved emergency situation. Approval for these requests will be communicated to the individual employee no later than two (2) weeks after the request is submitted.
- c) Notwithstanding Article 19.05 Unbroken Vacation Period, vacation in excess of 15 consecutive days away from the agency must be approved by the Executive Director.

#### **19.05 Unbroken Vacation Period**

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

### **19.06 Vacations to be Taken**

All vacation must be taken by March 31 following the year in which it was earned unless pre-approval was obtained through vacation scheduling section 19.04. It is understood that consideration of such requests will be made after considering the service needs of JobStart and that any approved carryover must be taken in accordance with a written schedule submitted as part of the request.

### **19.07 Approved Leave of Absence During Vacation**

Where an employee qualifies for sick leave, bereavement or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

## **ARTICLE 20 SICK LEAVE PROVISIONS**

### **20.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay or unpaid in the event sick credits are depleted, by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

#### **Use of Vacation Credits for Sick Leave**

In the event that an employee is on extended sick leave (of more than 2 weeks), is under the care of a medical practitioner who supports the extended sick leave, and has utilized all of their accrued sick leave credits and is still ill or injured, they may make a request in writing to their supervisor, to use some or all of their accrued vacation day credits. The approval to use such vacation days for this purpose must be agreed upon by the employee and the Supervisor with final approval of the Executive Director. Use of vacation credits will be deducted from the employee's accrued vacation credits. The Employer will have the right to request confirmation that an employee is under the care of a medical practitioner to support this request. An employee's request shall not be unreasonably denied. All arrangements are to be confirmed in writing with a copy provided to the employee and a copy retained in the employee's personnel file.

### **20.02 Amount of Sick Leave**

- (a) Employees working a 35 hour work week shall accumulate sick leave on the basis of one and one quarter (1.25) days for each calendar month of employment.
- (b) Sick leave as outlined in sub-section (a) above shall be pro-rated for employees regularly working less than a 35 hour work week in the ratio that said regular hours bears to a 35 hour work week.

**20.03 Sick Leave Records**

The Employer shall advise each employee in writing bi-monthly of the amount of sick leave accrued to his/her credit. This Sick Leave Record will be verified and signed by the employee and returned to his/her Manager.

**20.04 Accumulation of Sick Leave**

The unused portion of an employee's sick leave shall accrue for his/her future benefit.

**20.05 Illness in the Family**

Where no one at home other than the employee can provide for the needs during illness of an immediate member of his/her family, an employee shall be entitled, after notifying his/her supervisor, to use up to five (5) of the employee's accumulated sick days on a calendar basis to care for the member of the family who is ill. Immediate family in such circumstances shall mean father, mother, spouse (as defined in Article 4.03), son, daughter, brother or sister, grandchildren, grandparents or spouse's mother or father.

**20.06 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Holidays) absent for sick leave. Absence for any hours less than a full day shall be deducted based on actual time taken.

**20.07 Sick Leave During Layoff**

When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.

**20.08 Medical Care**

An employee shall be entitled, after notifying his/her supervisor, to use a maximum of three (3) accumulated sick days, for dental and/or medical care.

**20.09 Sick Leave Credits on Termination**

Accumulated sick leave credits cease upon the termination of employment and no employee has a claim to cash out on accumulated sick leave bank.

**20.10 Sick Leave Confirmation**

Where an employee is on sick leave, the Employer may request confirmation that the employee is under the care of a medical practitioner during the period of leave. Normally this request may be made for sick leaves after two (2) or more consecutive days.

In normal circumstances, the employee will not be required to provide information from the medical practitioner other than confirmation of illness or injury (not a diagnosis), the anticipated

date of return to work, and the functional limitations or restrictions that prevent the employee from working.

The Employer shall reimburse the employee for the cost of such medical certificate to a maximum of one hundred dollars (\$100.00) per certificate.

Where the sick leave is expected to be for a period of two (2) or more weeks, the Employer may request completion of a Functional Abilities Form for the purpose of determining whether there may be modified work available to the employee.

In circumstances where a sick leave is expected to be for an extended or undetermined period and where the employee is not under the care of a specialist in respect of the underlying illness or injury, or where the Employer has a genuine concern about the objective opinion of the specialist, the Employer may request that an Independent Medical Examination (IME) be performed to support the continued absence.

Where an IME is required, the Employer will consult with the employee on the selection of the appropriate IME. The cost of the IME will be borne by the Employer.

It is understood that the Employer will exercise its right to request an IME in a fair and reasonable manner. The Employer will notify the Local President when a request for an IME is made.

#### **20.11 Return to Work from Illness or Injury**

The parties agree that it is of critical importance for employees to return to work from an illness or injury in a safe and healthy manner.

Where requested by the Employer, an employee will provide confirmation of fitness for work from the employee's treating physician and, where any accommodations are medically required on return to work, the Employer will accommodate the employee in a manner consistent with the *Ontario Human Rights Code*.

The Employer will reimburse the employee for the cost of all required medical information.

In order to ensure the Employer has adequate time to arrange an employee's return to work, the employee will provide notice in writing as follows:

For absences in excess of one month:	one week
For absences in excess of three months:	two weeks
For absences in excess of six months:	four weeks

#### **20.12 Medical Accommodations**

The Employer, the employee and the Union have a joint duty to ensure an employee is accommodated to the point of undue hardship under the *Ontario Human Rights Code*.

In all cases requiring medical accommodation, the employee is required to provide such medical information to support the need for accommodation as the Employer may require and, where the

Employer is satisfied that a medical accommodation is required, the Employer shall provide the accommodation to the point of undue hardship.

### **20.13 Vaccinations or Inoculations**

The employer will reimburse employees for the cost of any vaccinations or inoculations which the employer agrees are necessary in relation to the performance of their normal daily work activities.

### **20.14 Accommodation**

The Parties agree to adhere to the Return to Work Policy 14.0 in the Human Resources Manual. The Employer will consult with the Union prior to making any changes to the aforementioned policy.

### **20.15 Emergency Leave**

Provided that there are more than 50 employees the employee is entitled to 10 days Emergency Leave under the terms in the *Employment Standards Act, 2000*.

### **20.16 Family Leave**

All employees, whether full-time or part-time, permanent or temporary, who are covered by the *Employment Standards Act, 2000* are entitled to Family Medical leave.

### **20.17 Return to work Committee**

The RTW Committee will consist of the Employee, representative(s) of Management, and Union Steward or member of the JobStart Employees' Union Executive Committee who will assess essential job functions and workplace conditions required in developing a RTW plan. The RTW Committee will provide a safe, fair and consistent procedure to accommodate employees who have suffered an occupational or non-occupational illness or injury.

## **ARTICLE 21 LEAVE OF ABSENCE**

### **21.01 Grievance and Arbitration Pay Provision**

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures.

### **21.02 Paid Bereavement Leave**

An employee may be granted up to five (5) regularly scheduled consecutive work days, with pay and without loss of benefits, in the case of the death of a member of the employee's immediate family. Immediate family in such circumstances shall mean father, mother, spouse (as defined in Article 4.03), son, daughter, brother, sister, grandchildren, grandparents or spouse's mother or father or stepfather, stepmother, spouse (as defined in article 4.03), stepson, stepdaughter, stepbrother, stepsister, step grandparents or spouse's stepmother or stepfather.

An employee may be granted one (1) regularly scheduled work day, with pay and without loss of

benefits, in the case of the death of an aunt, uncle, brother-in-law, sister-in-law or cousin for attendance at the funeral.

### **21.03 Pregnancy/Parental Leave**

#### **Pregnancy Leave:**

All employees, whether full-time or part-time, permanent or temporary, who are covered by the *Employment Standards Act 2000* are entitled to Pregnancy leave.

Provided an employee has at least thirteen (13) weeks of continuous service, the Employer shall grant pregnancy leave, without pay, at the written request of the employee, for any period, up to a maximum of seventeen (17) weeks or a period required by legislation. The request for a pregnancy leave shall be in writing, where practicable, at least four (4) weeks prior to the commencement of the anticipated last day of work.

During such leave, seniority for all purposes shall continue to accrue, and the Employer shall continue to pay its share of the cost of all employee benefits. During such leave the employee will accrue unpaid vacation credits. The employee may use these unpaid vacation credits to extend their leave in consultation with their immediate supervisor at least four (4) weeks prior to the end of said leave. All unpaid vacation credits must be taken within the first twelve (12) months of returning to work.

Upon return from such leave, the employee shall be returned to his/her job, if it still exists or a comparable position, if it does not.

The employee shall advise the Employer in writing of the date of return to work at least four (4) weeks prior to that date.

An employee entitled to pregnancy leave under the above and who provides the Employer with proof that she has applied for and is eligible to receive maternity benefits pursuant to the Employment Insurance Act shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan as follows:

- (i) for the first two (2) weeks, payments equivalent to eighty percent (80%) of the actual weekly rate of pay which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

#### **Parental Leave:**

All employees, whether full-time or part-time, permanent or temporary, who are covered by the *Employment Standards Act 2000* are entitled to Parental leave.

Provided that an employee meets the definition of "spouse" as defined in Article 4.03 and has at least thirteen (13) weeks of continuous service, parental/adoption leave, without pay, shall be granted at the written request of an employee for a maximum period of thirty-five (35) weeks (37 if the employee does not take pregnancy leave) or the period required by law.

The request for a parental leave shall be in writing, where practicable, at least four (4) weeks prior to the commencement of the leave of work.



With respect to a parental leave following a pregnancy leave, the leave must begin when the pregnancy leave ends. The combined leave of absence could be up to a maximum of fifty-two (52) weeks.

With respect to adoption, such leave shall commence within fifty-two (52) weeks after the birth/adoption or after the child first comes into the custody/care of a parent, at a time to be determined by the employee.

During such leave, seniority for all purposes shall continue to accrue and the Employer shall continue to pay its share of the cost of all employee benefit plans. During such leave the employee will accrue unpaid vacation credits. The employee may use these unpaid vacation credits to extend their leave in consultation with their immediate supervisor at least four (4) weeks prior to the end of said leave. All unpaid vacation credits must be taken within the first twelve (12) months of returning to work.

Upon return from such leave, the employee shall be returned to his/her job, if it still exists or a comparable position, if it does not.

The employee shall advise the Employer in writing of the date of return to work at least four (4) weeks prior to that date.

An employee who is not entitled to pregnancy leave but is entitled to parental/adoption leave under the above and who provides the Employer with proof that he/she has applied for and is eligible to receive parental benefits pursuant to the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan as follows:

- (i) for the first two (2) weeks, payments equivalent to eighty percent (80%) of the actual weekly rate of pay which he/she was receiving on the last day worked prior to the commencement of the parental leave.

#### **21.04 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence with pay and without loss of benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's request. If the employee is not required at court for more than ½ day while being on paid jury or court duty leave, they must return to work for the remainder of the work day.

The employee shall submit to the Employer the pay received for jury service, excluding payment for travel, meals and other expenses. The employee will present proof of service and the amount received.

#### **21.05 Leave for Court Appearance or Incarceration**

In the event that an employee is accused of an offence while performing the regular duties of their job which requires a Court appearance, he/she shall be entitled to leave of absence without loss of seniority, benefits and pay up to a maximum of five (5) working days.

### **21.06 General Leave**

Any employee who has completed at least two (2) years of continuous service with the employer may make written request for general leave and shall be entitled to a leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. The duration of the leave is to be not more than one (1) year and there is no entitlement to benefits or accrual of vacation, sick leave credits or personal days during such leave. The request for a general leave shall be in writing, where practicable, at least sixty (60) days prior to the commencement of the leave and subject to such approval by the Employer, such approval not to be withheld without just cause. It is understood that the employee shall not work in any other paid position, with the exception of a full-time position with CUPE, during such leave unless agreed to by the Employer in writing. In no event can more than two (2) employees be on such leave at anytime. The employee shall confirm with the Employer in writing of the date of return to work at least four (4) weeks prior to that date.

### **21.07 Personal Leave**

JobStart recognizes that there are circumstances where employees need to attend to religious observance, personal and/or family affairs that require them to be away from the office during the business day. This program allows permanent and part time employees to take up to three (3) days per year, with 10 days advance notice, where possible, and subject to the approval of the employee's manager, to attend to matters such as professional appointments, personal or family illness, injury or medical emergency, wedding, religious holiday etc. Unused days are not carried forward to the next calendar year and are not paid out.

In an employee's first year of employment, personal days are accrued as follows:

- 3 days: Hired Between January 1 and June 30
- 2 days: Hired Between July 1 and September 30

**Change of Status:** Should an employee move from a temporary position (with no entitlement to personal days) to a permanent or part time position, personal days accrue effective on the date the status changes. An employee's personal day for the 1<sup>st</sup> year of employment in the permanent or part time position accrues as is stated in this policy (years of service in a temporary position is not recognized for the purposes of personal day accrual).

### **21.08 Education Leave**

The employer agrees during the term of the collective agreement to grant education leave on the following basis:

- a) Any employee who has completed at least two (2) years of continuous service with the employer may make written request for educational leave for up to one year to attend an accredited college, university, graduate school or training program, either in Canada or abroad, for the purpose of improving work related educational qualifications.
- b) Such requests will be made in writing to the Manager or his/her designate at least sixty (60) days prior to the requested commencement date of such leave, and the Manager will advise the employee in writing within thirty (30) days of his/her decision regarding such request. The granting of any leave of absence under this clause may be refused by the

Employer when the granting of the same would be unreasonable having regard to the requirements of operations.

- c) The Employer agrees during the term of the collective agreement to grant education leave without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. The duration of the educational leave is to be not more than one (1) year and there is no entitlement to benefits or accrual of vacation, sick leave credits or personal days during such a leave. In no event can more than one (1) employee be on such a leave at anytime. The employee shall confirm with the Employer in writing of the date of return to work at least four (4) weeks prior to that date.

### **21.09 Leave of Absence for Union Conventions and Seminars**

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay, but without loss of benefits or seniority, for up to five (5) working days of each convention. Leave of absence shall be allowed for employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and a labour Employer with which the Union is affiliated.

A leave of absence without pay may be granted to attend Union conventions, seminars, schools for conferences; however, said leave shall not total more than ten (10) working days per year, and no more than two (2) employees shall be granted leave at any one time. Approval for such leave shall not be unreasonably withheld. Notice for said leave will be given to the Employer, in writing, at least fifteen (15) days prior to the requested leave.

## **ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES**

### **22.01 Automobile Allowance and Insurance**

A mileage allowance of fifty cents (\$0.50) per kilometer is provided for employees when they use their own automobile in conducting business on behalf of the Employer. Appropriate parking costs will be paid in addition to the mileage charges, provided that corresponding receipts are submitted.

All employees who drive their own automobile on Employer business must carry an amount of not less than \$1,000,000.00 of their own personal use car insurance and present satisfactory proof to the Employer of Public Liability, Passenger Hazard and Property Damage Insurance.

The Employer does not provide any insurance coverage of this nature, nor does it assume responsibility for any car accidents, even if the employee is using his/her automobile for business purposes and/or driving with a co-worker.

### **22.02 Staff Training and Development**

Where an employee and manager identify additional training or developmental needs which may be met by attendance at a conference, workshop or seminar outside of the employer's own training program, and the necessary funds are available, the manager may authorize attendance by the employee provided that corresponding receipts are submitted

In such cases the employer may pay registration and/or conference fees, and when the conference, workshop or seminar is held in another city, the employer shall also pay reasonable transportation and lodging where required, as well as necessary out of pocket expenses. Additionally, employees will suffer no loss of pay as a result of such attendance should all or part of the training require their absence during regular working hours.

### **22.03 Educational Allowances**

The employee may make application to the Employer for consideration for financial payment of an academic or technical course. The Employer recognizes the importance for employees to enhance and develop their professional competencies and may agree to reimburse a portion or the total cost of an academic or technical course approved by the Employer. If an employee's application for approval is denied, the employee shall be given the reason in writing upon request. The agreed upon reimbursement will be made to the employee upon successful completion of the course. The employee will be required to provide verification of a passing grade.

### **22.04 Cash Shortages**

An employee handling cash shall not be responsible for shortages, except in the case of criminal negligence.

### **22.05 Professional Fees and Licenses**

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

### **22.06 Salaries**

Salaries shall be paid in accordance with Appendix A which shall be attached to and form part of this Collective Agreement.

## **ARTICLE 23 EMPLOYEE BENEFIT PLANS**

### **23.01 Employee Benefit Plans**

With regard to the benefits covered under this Article, the obligation of the employer is limited to the payment of the required premiums and to ensuring the benefits covered in this Article are provided to the employees of JobStart provided the insurer deems the employee eligible.

Nothing in this article precludes the employer from changing carriers providing that the level of benefits is substantially equivalent.

An employee shall be entitled to the benefits, as outlined below and in the Group Insurance Plan Booklet, after three (3) months of continuous service with the Employer. It is understood that the complete explanation and eligibility for these benefits is included in the Group Insurance Plan Booklet which is available to all employees.

It is hereby recognized that health and medical information relating to the administration of the employee benefit plans is confidential.

**Life and Accidental Death and Dismemberment (AD&D)**

One (1) times annual earnings to the next higher \$1,000 to a maximum benefit of \$100,000.

Amounts of Life and AD&D over \$55,000 will be issued only after satisfactory evidence of insurability has been approved by the Insurance Provider.

Maximum benefit period: \_\_\_\_\_ to age 70

**Long Term Disability**

Two-thirds (2/3) of monthly earnings to the next higher \$1.00 to a maximum benefit of \$2,000 per month.

Benefit commencement: 120<sup>th</sup> consecutive day of disability

Maximum benefit period: to 65<sup>th</sup> birthday

C.P.P. offsets: Primary

**Workplace Safety and Insurance Board (WSIB)**

An employee who is absent from work as a result of an illness or injury sustained at work and who is awaiting approval of claim for WSIB benefits shall utilize days accumulated in their sick bank, upon acceptance of the claim of the days used shall be credited back to the said sick bank. Payment will be made provided the employee submits a medical certificate and a written undertaking that payments will be refunded to the employer following approval of the claim by the WSIB.

The amount refunded will be equivalent to the payment received by the employee from the WSIB. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards benefits the employee would be entitled to under the sick leave credit plan.

Any payment under this clause will be limited to the extent of the employee's accrued sick leave credits.

**Health Benefits****Reimbursement percentage:**

Prescription Drug Plan	80%
Major Services	80%
Travel Assist	100%
Semi-Private Hospital Services	100%
Deductible amount per calendar year:	NIL

To apply as "Common-law" requires a live in arrangement of 2 years.

Chiropractor	\$800 per insured per person per calendar year
Massage Therapist	\$800 per insured per person per calendar year
Naturopath	\$800 per insured per person per calendar year
Osteopath	\$800 per insured per person per calendar year
Physiotherapist	\$800 per insured per person per calendar year
Podiatrist/Chiropodist	\$800 per insured per person per calendar year
Psychologist	\$800 per insured per person per calendar year
Specialist in Acupuncture	\$800 per insured per person per calendar year
Speech Therapist	\$800 per insured per person per calendar year

Employees working a minimum of seventeen and one half (17.5) hours per week are eligible for coverage.

### **Vision Care**

An amount of \$400 every 2 years for children and adults and maximum reasonable and customary charges every two years for eye exam.

### **Orthopedic Shoes and Other Orthotics**

Maximum amount of \$400 per insured person per three (3) calendar years for orthopedic shoes and all other orthotics combined.

### **Dental Benefits**

Reimbursement percentage: 80%

Deductible amount per calendar year: NIL

Type A Basic Services including six (6) options.

Annual Maximum: \$1,500 per family member

Dental Fee Guide: Current Ontario Dental Association Fee Guide

Maximum Age for Dependent Children: up to 21 years,  
but up to 25 years if in school full time

Long Term Disability terminates on your sixty-fifth (65<sup>th</sup>) birthday, or at retirement, if earlier. All other benefits terminate on your seventieth (70<sup>th</sup>) birthday, or at retirement, if earlier.

Employees working a minimum of seventeen and a half (17.5) hours per week are eligible for coverage.

### **Retirement Savings Plan**

The retirement savings plan is a voluntary program. Following three (3) months of service with the Employer, the Employer will match one hundred percent (100%) of the employee's voluntary contributions to the Plan to a maximum Employer contribution as follows:

0 – 10 years of service – 4%

10 + years of service – 5%

#### **23.02 Premium Payments**

The Employer agrees to pay on behalf of the employees who elect to participate in the following benefit plans, 100% of their premium cost.

Life and Accidental Death and Dismemberment (AD&D)

Long Term Disability

Health Benefits

Dental Benefits

### **ARTICLE 24 HEALTH AND SAFETY**

#### **24.01 Cooperation on Safety**

It is recognized by both parties that legislation imposes upon the Employer a high standard for safety of employees. In conjunction with the spirit and intent of this philosophy, the Union, the Employer and the employees hereby agree that during the hours of work for the employees, the highest standard shall be implemented to maintain an excellent safety standard.

### **ARTICLE 25 TECHNOLOGICAL AND OTHER CHANGES**

#### **25.01 Advance Notice of Technological Changes**

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the Bargaining Unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Such consideration may include training where to do so will be reasonable. Any time devoted to such training shall be considered time worked.

### **ARTICLE 26 AMALGAMATION/MERGER**

#### **26.01 Notice to Union**

In the event the employer merges or amalgamates (full or partial) with any other body, the employer will:

1. Meet with the Union as soon as possible after it is aware of the merger/amalgamation.
2. Advise the Union of the effect on the workplace, including programs, number of employees and timelines.

It is clearly understood that there can be no guarantee but the Employer will make its best efforts to ensure that the terms and conditions of employment as set out in this Collective Agreement are protected and that employees are not adversely affected.

## **ARTICLE 27 DISCIPLINE AND DISCHARGE**

### **27.01 Discipline and Discharge**

- a) No employee who has successfully completed their probationary period will be disciplined or discharged without reasonable and just cause.
- b) It is recognized and mutually agreed that management may, from time to time, have occasion to interview employees with respect to their job performance and the objective of such interview is corrective in nature, rather than punitive. Such interviews will be normally conducted on a one on one basis. However, whenever an employee is to be disciplined or discharged such employee shall be given the reasons for such action in the presence of a Union Steward.
- c) Letters of discipline shall be removed from an employee's file twelve (12) months after the date that the discipline was imposed providing no discipline of a related nature has been imposed during the preceding twelve (12) month period.

### **27.02 Review of Personnel Files**

Employees shall have access to their own personnel files at Head Office. Every Employee shall have the right to examine the contents of their own personnel file provided that a Representative of the Employer is present while the Employee examines the file, and neither the personnel file nor any document in the file is removed from the Employer's Head Office. Upon request of an Employee, the Employer shall provide the Employee with a photocopy of any of the document(s) in the personnel file. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

## **ARTICLE 28 COPIES OF AGREEMENT**

### **28.01 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. The Employer and the Union shall share equally in the cost of providing sufficient copies of the agreement to the Employees.



**ARTICLE 29 GENERAL**

**29.01 Plural or Feminine Terms May Apply**

Wherever the singular, masculine or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

**ARTICLE 30 TERM OF AGREEMENT**

**30.01 Duration**

This Agreement constitutes the entire written agreement between the Employer and the Union.

This Agreement shall remain in force and effect from April 1, 2017 until March 31, 2022, and thereafter from year-to-year unless either of the parties serves on the other party a notice of leave to amend or terminate this Agreement not less than thirty (30) days and not more than ninety (90) days prior to the expiration date of this Agreement.

Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter negotiations for a new agreement.

Appendix A – Salary Grid

New Appendix A – Salary Grid (April 1, 2017 – March 31, 2018)

New Appendix A – Salary Grid (April 1, 2018 – March 31, 2019)

New Appendix A – Salary Grid (April 1, 2019 – March 31, 2020)

New Appendix A – Salary Grid (April 1, 2020 – March 31, 2021)

New Appendix A – Salary Grid (April 1, 2021 – March 31, 2022)

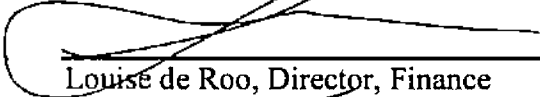
Dated at Toronto, Ontario, this 20<sup>th</sup> day of October, 2017

**For the Employer:**

**For the Union**

  
\_\_\_\_\_  
Heather Sant, Executive Director

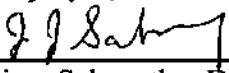
  
\_\_\_\_\_  
Bobby Nand, CUPE National Representative


  
\_\_\_\_\_  
Louise de Roo, Director, Finance

  
\_\_\_\_\_  
Helen Craig, Union President

  
\_\_\_\_\_  
Sarah Gayer, Director, Human Resources

  
\_\_\_\_\_  
Odette Broglio, Union Member

  
\_\_\_\_\_  
Jemima Sabapathy, Director, Programs and Strategic Initiatives

  
\_\_\_\_\_  
Ali Behroozian, Union Member

## Appendix A

**JobStart  
Salary Grid  
April 1, 2017 - March 31, 2018**

Pay Grade	Job Title	0-4 Years of Service		4+ Years of Service	
		Effective 1-Apr-17	% Incr	Effective 1-Apr-17	% Incr
<b>Grid I</b>					
1-6	NA				
7	Job Coach*	\$51,130	1.75%	\$54,762	1.75%
7	Job Developer	\$51,130	1.75%	\$54,762	1.75%
7	Information Officer****	\$51,130	1.75%	\$54,762	1.75%
7	Technical Information Officer**	\$51,130	1.75%	\$54,762	1.75%
7	Computer Instructor**	\$51,130	1.75%	\$54,762	1.75%
8	Technical Support Administrator**	\$54,859	1.75%	\$58,766	1.75%
8	Coordinator	\$54,859	1.75%	\$58,766	1.75%

<b>Grid II</b>					
1-4	NA				
5	Administrative Assistant ***	\$42,119	1.75%	\$45,033	1.75%
5	Administrative Assistant/Acct Clerk	\$42,119	1.75%	\$45,033	1.75%
5	Accounting Clerk	\$42,744	1.75%	\$45,657	1.75%
6-8	NA				

\* Includes the positions Community Engagement Facilitator and Settlement Counsellor

\*\* Male Job Class for Pay Equity

\*\*\* Includes the position Data Entry Clerk

\*\*\*\* Female Job Class that has reached Pay Equity target rates (which at April 1, 2017 includes the Information officer)

## Appendix A

**JobStart  
Salary Grid  
April 1, 2018 - March 31, 2019**

Pay Grade	Job Title	0-4 Years of Service		4+ Years of Service	
		Effective 1-Apr-18	% Incr	Effective 1-Apr-18	% Incr

### Grid I

1-6	NA				
7	Job Coach*	\$52,025	1.75%	\$55,720	1.75%
7	Job Developer	\$52,025	1.75%	\$55,720	1.75%
7	Information Officer****	\$52,025	1.75%	\$55,720	1.75%
7	Technical Information Officer**	\$52,025	1.75%	\$55,720	1.75%
7	Computer Instructor**	\$52,025	1.75%	\$55,720	1.75%
8	Technical Support Administrator**	\$55,819	1.75%	\$59,794	1.75%
8	Coordinator	\$55,819	1.75%	\$59,794	1.75%

### Grid II

1-4	NA				
5	Administrative Assistant ***	\$42,856	1.75%	\$45,821	1.75%
5	Administrative Assistant/Acct Clerk	\$42,856	1.75%	\$45,821	1.75%
5	Accounting Clerk	\$43,492	1.75%	\$46,456	1.75%
6-8	NA				

\* Includes the positions Community Engagement Facilitator and Settlement Counsellor

\*\* Male Job Class for Pay Equity

\*\*\* Includes the position Data Entry Clerk

\*\*\*\* Female Job Class that has reached Pay Equity target rates (which at April 1, 2017 includes the Information officer)

## Appendix A

**JobStart  
Salary Grid  
April 1, 2019 - March 31, 2020**

Pay Grade	Job Title	0-4 Years of Service		4+ Years of Service	
		Effective 1-Apr-19	% Incr	Effective 1-Apr-19	% Incr
<b>Grid I</b>					
1-6	NA				
7	Job Coach*	\$52,909	1.70%	\$56,667	1.70%
7	Job Developer	\$52,909	1.70%	\$56,667	1.70%
7	Information Officer****	\$52,909	1.70%	\$56,667	1.70%
7	Technical Information Officer**	\$52,909	1.70%	\$56,667	1.70%
7	Computer Instructor**	\$52,909	1.70%	\$56,667	1.70%
8	Technical Support Administrator**	\$56,768	1.70%	\$60,810	1.70%
8	Coordinator	\$56,768	1.70%	\$60,810	1.70%

### Grid II

1-4	NA				
5	Administrative Assistant ***	\$43,585	1.70%	\$46,600	1.70%
5	Administrative Assistant/Acct Clerk	\$43,585	1.70%	\$46,600	1.70%
5	Accounting Clerk	\$44,231	1.70%	\$47,246	1.70%
6-8	NA				

\* Includes the positions Community Engagement Facilitator and Settlement Counsellor

\*\* Male Job Class for Pay Equity

\*\*\* Includes the position Data Entry Clerk

\*\*\*\* Female Job Class that has reached Pay Equity target rates (which at April 1, 2017 includes the Information officer)

## Appendix A

**JobStart  
Salary Grid  
April 1, 2020 - March 31, 2021**

Pay Grade	Job Title	0-4 Years of Service		4+ Years of Service	
		Effective 1-Apr-20	% Incr	Effective 1-Apr-20	% Incr

### Grid I

1-6	NA				
7	Job Coach*	\$53,756	1.60%	\$57,574	1.60%
7	Job Developer	\$53,756	1.60%	\$57,574	1.60%
7	Information Officer****	\$53,756	1.60%	\$57,574	1.60%
7	Technical Information Officer**	\$53,756	1.60%	\$57,574	1.60%
7	Computer Instructor**	\$53,756	1.60%	\$57,574	1.60%
8	Technical Support Administrator**	\$57,676	1.60%	\$61,783	1.60%
8	Coordinator	\$57,676	1.60%	\$61,783	1.60%

### Grid II

1-4	NA				
5	Administrative Assistant ***	\$44,282	1.60%	\$47,346	1.60%
5	Administrative Assistant/Acct Clerk	\$44,282	1.60%	\$47,346	1.60%
5	Accounting Clerk	\$44,939	1.60%	\$48,002	1.60%
6-8	NA				

\* Includes the positions Community Engagement Facilitator and Settlement Counsellor

\*\* Male Job Class for Pay Equity

\*\*\* Includes the position Data Entry Clerk

\*\*\*\* Female Job Class that has reached Pay Equity target rates (which at April 1, 2017 includes the Information officer)

## Appendix A

**JobStart  
Salary Grid  
April 1, 2021 - March 31, 2022**

Pay Grade	Job Title	0-4 Years of Service		4+ Years of Service	
		Effective 1-Apr-21	% Incr	Effective 1-Apr-21	% Incr

### Grid I

1-6	NA				
7	Job Coach*	\$54,616	1.60%	\$58,495	1.60%
7	Job Developer	\$54,616	1.60%	\$58,495	1.60%
7	Information Officer****	\$54,616	1.60%	\$58,495	1.60%
7	Technical Information Officer**	\$54,616	1.60%	\$58,495	1.60%
7	Computer Instructor**	\$54,616	1.60%	\$58,495	1.60%
8	Technical Support Administrator**	\$58,599	1.60%	\$62,772	1.60%
8	Coordinator	\$58,599	1.60%	\$62,772	1.60%

### Grid II

1-4	NA				
5	Administrative Assistant ***	\$44,991	1.60%	\$48,104	1.60%
5	Administrative Assistant/Acct Clerk	\$44,991	1.60%	\$48,104	1.60%
5	Accounting Clerk	\$45,658	1.60%	\$48,770	1.60%
6-8	NA				

\* Includes the positions Community Engagement Facilitator and Settlement Counsellor

\*\* Male Job Class for Pay Equity

\*\*\* Includes the position Data Entry Clerk

\*\*\*\* Female Job Class that has reached Pay Equity target rates (which at April 1, 2017 includes the Information officer)

MEMORANDUM OF UNDERSTANDING

BETWEEN

JobStart

AND

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3771

RE STAFF ROLES IN EMERGENCIES

---

This will confirm our understanding regarding the temporary movement of employees, due to a drastic reduction in the workforce due to an emergency situation, in order to achieve work flow across boundaries and to ensure JobStart's quality of service is not compromised, the highest level of customer service is attained and the operational efficiencies and costs are met.

1. The parties agree that in the event of an emergency at JobStart (i.e. Pandemic Flu Outbreak) and staff absenteeism escalates to a minimum of 30% of JobStart's workforce resulting in disruption of on-going client services, staff may have to temporarily perform different duties and roles based on job skills or need without adjustments to salaries and wages.
2. It is also agreed by both parties non bargaining employees may have to temporarily perform bargaining unit work.

The parties agree these arrangements would be on an agreed upon time limited basis as discussed at and determined by JobStart's Labour Management Committee based on the scope of the emergency and/or severe business disruption as indicated in the Business Continuity Plan.



**MEMORANDUM OF UNDERSTANDING**

BETWEEN

JobStart

AND

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3771

RE SHORT TERM JOB POSTINGS

---

Both Parties agree to extend the Memorandum of Understanding "SHORT TERM JOB POSTINGS". The parties have agreed that JobStart shall not be required to post and permanent JobStart employees shall not be eligible to compete for any temporary job vacancies of less than 6 months.

It is further understood with this extension that both parties have agreed that temporary JobStart employees will be considered, if interested, for short term temporary job postings of less than 6 months should the temporary JobStart employee be in their last month of their temporary contract at the time of the short term job posting. Qualified temporary JobStart employees who submit applications to Management will be considered in accordance with Article 14.01 in the Collective Agreement.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**JobStart**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3771**

**RE: CANADA PENSION PLAN CONTRIBUTION INCREASES AND CORRESPONDING RSP  
CONTRIBUTION OFFSET IN ARTICLE 23**

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In interpreting, administering, and applying the provisions in Article 23.01 of the collective agreement regarding the Retirement Savings Plan (the "Plan"), the Employer and the Union agree that effective January 1, 2019:

- (a) the Employer's obligation under Article 23.01 to match an employee's voluntary contributions by one hundred percent (100%) shall be reduced by an amount equal to the amount of any increase in the Employer's contribution rate to the Canada Pension Plan in respect of the said employee; and
- (b) any such reduction in the Employer's contribution obligation under Article 23.01 shall take effect on the date that the Employer's increased contribution rate to the Canada Pension Plan takes effect.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

JobStart

**AND**

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3771 (THE "UNION")

**RE: CELL PHONE MONTHLY REIMBURSEMENT**

---

**WHEREAS** Job Developers employed by JobStart who are required to perform their workplace duties off-site for more than fifty percent (50%) of their work time have been eligible for a monthly reimbursement of \$15.00 toward the cost of their personal mobile phone charges;

**AND WHEREAS** the amount of this reimbursement was addressed during the most recent round of collective bargaining between JobStart and the Union;

**NOW THEREFORE** JobStart and the Union agree as follows:

Beginning on the first full calendar month following the collective agreement's ratification and continuing until the collective agreement's expiry, Job Developers employed by JobStart who are required to perform their workplace duties off-site for more than fifty percent (50%) of their work time will be eligible for a monthly reimbursement of \$20.00 toward the cost of their personal mobile phone charges.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**JobStart**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3771**

**RE: WAGE INCREASES**

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Throughout the period April 1, 2017 through March 31, 2022 the parties agree that the salaries and percentage increases as stated in Appendix A – Salary Grids are to be characterized as follows:

1. All negotiated wage increases for Female Job Classes, which have not yet met Pay Equity obligations, (which at April 1, 2017 includes the positions Job Coach, Job Developer, Community Engagement Facilitator, Settlement Counsellor, Coordinator, Administrative Assistant, Administrative Assistant/Accounting Clerk, Data Entry Clerk and Accounting Clerk) are Pay Equity increases intended to address closing the existing pay equity gap and are inclusive of the monies required to be expended in compliance with JobStart's Pay Equity Plan; and
2. All negotiated wage increases for Male Job Classes (which includes the positions Technical Information Officer, Computer Instructor, Technical Support Administrator), and Female Job Classes that have achieved their Pay Equity target rates (which at April 1, 2017 includes the Information Officer), are Internal Equity increases intended to address JobStart's on-going internal equity issues.