

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE TORONTO PEOPLE WITH AIDS FOUNDATION**  
(hereinafter referred to as the Employer)

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL  
3697.02**  
(hereinafter referred to as the Union)

**APRIL 1, 2022 to MARCH 31, 2026**

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE .....	3
ARTICLE 2 – RECOGNITION.....	3
ARTICLE 3 – RELATIONSHIP .....	4
ARTICLE 4 – MANAGEMENT FUNCTIONS.....	4
ARTICLE 5 – NO STRIKE NO LOCKOUT .....	6
ARTICLE 6 – UNION SECURITY .....	6
ARTICLE 7 – REPRESENTATION .....	7
ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE.....	9
ARTICLE 9 – SENIORITY.....	11
ARTICLE 10 – LAY-OFF AND RECALL.....	14
ARTICLE 11 – VACANCIES, PROMOTIONS AND TRANSFERS .....	15
ARTICLE 12 – LABOUR MANAGEMENT COMMITTEE .....	16
ARTICLE 13 – HOURS OF WORK.....	17
ARTICLE 14 – HOLIDAYS .....	18
ARTICLE 15 – VACATIONS .....	19
ARTICLE 16 – HEALTH & WELFARE .....	20
ARTICLE 17 – SICK LEAVE .....	21
ARTICLE 18 – LEAVE OF ABSENCE .....	22
ARTICLE 19 – MATERNITY/PARENTAL/ADOPTION LEAVE.....	22
ARTICLE 20 – BEREAVEMENT LEAVE.....	23
ARTICLE 21 – BULLETIN BOARDS.....	23
ARTICLE 22 – WAGES.....	24
ARTICLE 23 – GENERAL CONDITIONS.....	24
ARTICLE 24 – DURATION .....	25
LETTER OF UNDERSTANDING #1 .....	26
LETTER OF UNDERSTANDING #2 .....	27
LETTER OF UNDERSTANDING #3 .....	28
LETTER OF UNDERSTANDING #4 .....	29
LETTER OF UNDERSTANDING #5 .....	30
LETTER OF UNDERSTANDING #6 .....	31
SCHEDULE A – Seniority Categories.....	32
SCHEDULE B – Salary Grid .....	33

## **ARTICLE 1 – PURPOSE**

- 1.01 All employees who are subject to the provisions of this Agreement and further, subject to fulfilling the objectives of the Employer, are required to provide service to the public in accordance with the Mission Statement and Statement of Philosophy.
- 1.02 The main purpose of this agreement is to establish and maintain working conditions, hours of work and salary with respect to employees covered by this agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.
- 1.03 The Employee will endeavour to work together with the Employer to assure the best possible service.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Toronto People with AIDS Foundation in Municipality of Toronto, save and except Directors, supervisors and those above the rank of supervisor, Executive Assistant, temporary employees, volunteers and individuals employed pursuant to an education or governmental placement program.
- 2.02 The word “employee(s)” in this Agreement, unless specified as otherwise, shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Article 2.01.
- 2.03 A temporary employee is an employee hired for a term of six (6) months or less. If a temporary employee’s term of employment extends beyond six (6) months, the employee shall become covered by the Collective Agreement in accordance with the following:
  - (1) the employee will serve the full probationary period in the Collective Agreement and their service and seniority shall be calculated from the date they become covered by the Collective Agreement.
- 2.04 The present classifications under this agreement shall be in the categories set out in Schedule “A”. Where the employer establishes a new job classification, the Employer will meet with the Union to discuss the appropriate wage rates for the new classification.

- 2.05 No bargaining unit employee shall be laid off as a result of contracting out or their duties being assigned to a non-bargaining unit employee.

## **ARTICLE 3 – RELATIONSHIP**

- 3.01 The Employer and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.
- 3.02 The Union further agrees that there shall be no solicitation for membership or other Union activities during working hours.
- 3.03 Where the singular is used throughout the Article within this Agreement it is agreed that the plural is an acceptable substitute wherever the plural gender is applicable.
- 3.04 a) The Employer and the Union agree that there shall be no discrimination of any employees or volunteers by the Employer or the Union contrary to the Ontario Human Rights Code, including HIV infection.
- b) The Employer and the Union agree that there shall be no intimidation, restraint or coercion exercised or practiced with respect to any employee who reports any incident of discrimination or harassment under the Ontario Human Rights Code.

## **ARTICLE 4 – MANAGEMENT FUNCTIONS**

- 4.01 The Union recognizes and acknowledges that the management of the Employer and direction of the working forces are fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;

- b) hire, retire, assign, direct, promote, demote, classify, transfer, layoff, recall, control the working force and employees, select and retain employees for position(s) excluded from the bargaining unit and, for just cause, to suspend, discharge or otherwise discipline employees who have completed the probationary period subject to the right of the employees to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
- c) discipline and discharge of probationary employees for any reason provided that the Employer acts in good faith and that such discipline or discharge is not subject to the grievance procedure;
- d) determine the nature and kind of business conducted by the Employer, the standards of service, the methods and techniques of work, the schedules of work, to increase or decrease hours of work, number of personnel to be employed, to modify, discontinue or add occupational classifications, determine any necessary tests or examination and methods of training, to make studies of and to institute changes in jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives here before invested in and exercised by the Employer which shall remain solely with the Employer;
- e) make and enforce and alter from time to time reasonable rules, policies and regulations to be observed by the employees;
- f) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.

4.02 The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the collective agreement.

4.03 Failure by the Employer to exercise any of its management rights shall not be considered as a waiver of abandonment of any such rights nor shall it preclude the Employer from exercising the same in some other way.

## **ARTICLE 5 – NO STRIKE NO LOCKOUT**

- 5.01 In view of the orderly procedures established by this Agreement and provisions of the Labour Relations Act, the Union agrees that there will be no strike, slowdown, picketing by employees, work stoppage (either complete or partial) or other interruptions or interference with operations during the term of this Agreement. The Employer agrees that there shall be no lockout by it during the term of the Agreement.
- 5.02 In the event that Employees engage in any of the activities described by paragraph 5.01 above, the Union and its representatives (including Stewards) will instruct the Employee to cease such activity forthwith, return to work and perform their usual duties.
- 5.03 The words “strike” and “lockout” shall also have the meaning given to those words in the Ontario Labour Relations Act, as amended from time to time.

## **ARTICLE 6 – UNION SECURITY**

- 6.01 The Employer agrees to deduct an amount equal to the regular monthly Union dues from each employee in the bargaining unit.
- 6.02 The amount of the regular monthly Union dues shall be those authorized by the Union in accordance with the provisions of its By-laws and Constitution and the Treasurer of the Union shall notify the Employer of any changes therein and such notification shall be the Employer’s conclusive authority to make the deductions specified.
- 6.03 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

- 6.04 Dues deductions shall become effective in the month in which the employee was hired. The deduction shall be made from each pay in each calendar month and forwarded to the National Secretary-Treasurer of the Union by the 10<sup>th</sup> day of the following month. This shall include a list of those Employees from whom Union dues have been deducted including the amount of such deductions and a list of employees from whose pay no deduction has been made and the reasons therefore. Such list shall further include the addresses and phone numbers, and (to the extent available) personal email addresses of each employee listed. The parties acknowledge that the Employer is not responsible for ensuring that employees provide up-to-date contact information.
- 6.05 The Employer agrees to print the amount of total dues deductions paid by each employee for the previous calendar year on the individual Income Tax T4 slips.
- 6.06 Unless otherwise specified in this Agreement, no employee shall be required or permitted to make written or verbal agreements with the employer which would conflict with the Collective Agreement.

## **ARTICLE 7 – REPRESENTATION**

- 7.01 The Employer recognizes the right of the Union to appoint or otherwise elect Union Officers.
- 7.02 Stewards shall be permanent Employees of the Employer in the bargaining unit and shall have successfully completed probation.
- 7.03 The Union shall notify the Employer, in writing, of the names of the Stewards that have been selected. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.
- 7.04 A Union Bargaining Committee will be elected or appointed consisting of not more than two (2) members of the Union who have successfully completed the probationary period. The Union will advise the Employer of the bargaining Committee members. The Union Bargaining Committee will receive their regular rate of pay and applicable benefits while attending negotiations for days which they otherwise would have worked but for negotiations, up to but not including conciliation. It is understood that hours spent in negotiations shall not be counted as time worked for the purposes of calculating overtime entitlement.

- 7.05 The Employer agrees to meet with the Bargaining Committee to negotiate a renewal of this Agreement.
- 7.06 The Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing with the Employer in respect of grievances and negotiations.
- 7.07 The Union acknowledges that Stewards have regular duties to perform on behalf of the Employer and that such persons must continue to perform their regular duties, and that so far as possible, all activities of the Union and the Stewards will be carried on outside regular working hours unless otherwise permitted by the Employer's or pursuant to this Collective Agreement.
- 7.08 Where a Steward is permitted to be temporarily absent from their regularly scheduled hours of work, in order to attend to process a grievance, they shall receive their regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside of their regular hours of work. The Employer reserves its right to limit the length of any absence if it deems the time so taken to be excessive, which right shall not be exercised unreasonably. It is understood that only one (1) Steward is required to process a grievance. In circumstances where a grievance involves a conflict between two or more members, each member whose interests conflict with another member may be assigned a separate Steward.
- 7.09
- a) The Employer agrees, at the time of hiring, to acquaint the new Employee with the fact that a Collective Agreement is in effect and to provide them with a copy of the Collective Agreement and a list of all union executive members.
  - b) The Employer agrees to notify the Local of the name of each Employee who has been hired.
  - c) A Union Steward shall have the right to meet the Employee, with the Supervisor's knowledge and at mutual convenience, for 15 minutes during work time, within one month from the date of hiring.

## **ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE**

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitral. It is agreed that an arbitrator shall have no power to amend the agreement.
- 8.02 For the purpose of this Article, reference to “days” relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

### **Step #1**

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until they have first given their Department Head, if one exists, or the Executive Director the opportunity of resolving their complaint. If an employee has a complaint they and/or their Steward shall first discuss it with their Department Head, if one exists or, if no Department Head exists, the Executive Director, within ten (10) days after the circumstances giving rise to the complaint have occurred or have or ought to have reasonably come to the attention of the employee. The Manager shall give their response to the complaint within five (5) days and, failing settlement, or failing a response, it may then be taken up as a grievance within five (5) days following the Manager’s decision in the following sequence:

### **Step #2**

The employee and their Steward may present their grievance to the Executive Director. The grievance shall be in writing on a grievance form and shall state the nature of the grievance, the circumstances giving rise to the grievance, the remedy sought and the provisions of the Agreement which are alleged to have been violated. It is understood that the written grievance shall form the basis of the grievance and no new evidence shall be introduced beyond this step. A meeting will be held within ten (10) days of submission of the grievance unless extended by written agreement of the parties. It is understood and agreed that a staff representative of the Union may be present at such meeting at the request of either party and that the Employer may also have such counsel and assistance as it may desire. Failing settlement, the Executive Director shall deliver their decision in writing within ten (10) days of the meeting. Failing settlement, the parties shall then have the right to proceed to arbitration within thirty (30) days of the Executive Director providing their written answer.

- 8.08 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Employer or, if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in this agreement.
- 8.09 The parties may mutually agree in writing to the extension of time limits referred to in this provision.
- 8.10 Discipline shall be removed from an employee's file eighteen (18) months after the date it was given to the employee if no further discipline has been imposed during that eighteen (18) month period.

### **Arbitration**

- 8.11 When either party requests that any matter be submitted to arbitration as provided in Article 8.02, Step #2, it shall make such request in writing addressed to the other party to this Agreement, and the Employer and the Union will mutually agree upon a single arbitrator.

Should the Employer and the Union fail to agree upon an arbitrator within ten (10) days, either party may request the appointment of an arbitrator in accordance with the *Ontario Labour Relations Act, 1995*.

- 8.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.14 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.15 Each of the parties hereto will share equally the expenses, if any, of the arbitrator and the facilities.

## **ARTICLE 9 – SENIORITY**

9.01 Seniority, as referred to in this Agreement, shall mean actual accumulated active service within the bargaining unit calculated from the last date of hire. Employees who are employed for less than a full work week shall accumulate seniority credits on a pro-rata basis. For the purposes of this Article, Article 10 and 11, category 1 and 2, as set out in Schedule “A”, shall be separate seniority categories.

### **Category 1**

1. Special Events Coordinator  
Development Officer  
Development and Administrative Coordinator

### **Category 2**

2. Income & Community Liaison  
Treatment Access Liaison  
Food Programs Coordinator  
Therapeutic Care Coordinator  
Men’s Health Peer Navigator Coordinator  
Engagement Coordinator  
Power Peer Program Coordinator  
Indigenous Spiritual Advisor

9.02 All employees shall be on probation for a period of four (4) continuous calendar months. The Employer may extend the probationary period of any employee for up to three (3) continuous calendar months of active employment upon:

- a) providing written notification to the Union of its wish to extend the probationary period no later than two (2) weeks preceding the expiry of the first period of probation, and
- b) the agreement of the Union and the affected employee to the extension, which shall not be unreasonably withheld.

On successful completion of the probationary period the employee shall be credited with seniority from date of hire. The probationary period shall be extended one (1) working day for every scheduled work day missed (for clarity, this does not include approved sick leave days taken in accordance with Article 17). Any time lost due to lay-off or leave of absence shall not be considered employment days.

- 9.03 An employee will have no seniority rights during their probationary period including any extension of their probationary period. In the last month of their probationary period the employee will be eligible for benefits as set out in this Agreement.
- 9.04 It is understood and agreed that seniority shall continue to accrue in the following circumstances:
- a) while the employee continues to be an employee of the Employer;
  - b) during any period up to but not exceeding 12 months spent on a temporary transfer outside the bargaining unit;
  - c) while the employee is on pregnancy/ parental/ adoptive leave in accordance with the provisions of the Employment Standards Act, as amended from time to time.
- 9.05 It is understood and agreed that during any leave of absence, with or without pay, granted under the provisions of this Agreement and during a period of layoff, seniority will accrue up to but not beyond the end of the first month in which the leave of absence or layoff commenced. Where such leave or layoff continues beyond the end of the first month following the month in which such leave of absence or layoff commenced, seniority shall be maintained, and an employee shall resume accumulation of seniority on their return.
- 9.06
- a) The Employer shall maintain lists showing the name, address, seniority, department and current classification of employees. The seniority lists shall be revised and posted in the first full week of April in each year and copies provided to the Local Union Unit Chair. The Union shall have twenty (20) working days in which to discuss with the Employer any challenges to the seniority list. Where no such challenges are raised with the Employer the seniority list shall be deemed correct.
  - b) Within sixty (60) days after the signing of this Agreement, the Employer shall post a seniority list on the bulletin board and/or by e-mail showing the seniority of each permanent Employee. An Employee shall have twenty (20) working days within which to challenge the seniority list. Thereafter, the seniority date of each Employee will be deemed to be conclusive.

9.07 An employee shall lose all seniority and shall be deemed to have terminated if:

- a) an employee submits a written resignation or in the absence of a written resignation, when the Employer confirms the resignation by registered mail at the employee's last known address;
- b) an employee retires;
- c) an employee is discharged and not reinstated under the terms of this Agreement;
- d) the employee has been laid off for a period of eighteen (18) months;
- e) an employee fails to notify the Employer within three (3) calendar days, exclusive of Saturday, Sunday and holidays, of receipt of notice of recall and report within seven (7) calendar days from receipt of such notice. Notice of recall shall be by telephone, email, or registered mail to the employee's last address registered with the Employer. Notice by telephone (where the employee can be reached) or by email (where a read receipt is received) shall be deemed to have been received immediately. Notice by registered mail shall be deemed to have been received on the second day following registration;
- f) an employee utilizes any leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without obtaining an extension of such leave or provide a reason satisfactory to the Employer;
- g) an employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer.
- h) an employee who is absent due to illness or injury for a period of twenty-four (24) months where the medical prognosis for future employment and attendance on a regular basis is poor.

9.08 It shall be the responsibility of each employee to keep the Employer advised of their address and telephone number for the purpose of this agreement.

## **ARTICLE 10 – LAY-OFF AND RECALL**

- 10.01 Where layoff is necessary, the Employer shall first meet with the Union at least five (5) days prior to discuss the effect of such reduction on the level of services required and in the category levels of affected staff and hear any representations of the Union. Such agreement will be final and binding on all concerned. If no such agreement is reached, the section below will apply.
- 10.02 In the event of a reduction in the work force, lay-off of staff shall be subject to the following, on the basis of seniority as defined by Article 9.01, provided that in all cases the remaining employees, in the opinion of the Employer, possess the qualifications, experience, skill and ability to perform the work. Such opinion shall not be unreasonably exercised.
- 10.03 Employees who are to be laid-off may then exercise displacement rights against employees with less seniority in the same category within five (5) days of the notice provided that the remaining employees have, in the opinion of the Employer, the necessary qualifications, experience, skill and ability to perform the work, such opinion not to be unreasonably exercised.
- 10.04 In the event of a subsequent increase in staffing, employees laid off or displaced shall be recalled subject to the provisions of Article 9.07, in reverse order of lay-off providing the employees in question have, in the opinion of the Employer, the qualifications, experience, skill and ability to perform the available work, such opinion shall not be unreasonably exercised.
- 10.05 Where a lay-off becomes permanent, termination and severance pay shall be paid in accordance with the Employment Standards Act, as amended from time to time.
- 10.06 Notwithstanding anything herein contained, it is hereby agreed that there is no right of recall for probationary Employees who are laid off under this Article.
- 10.07 A uniform reduction in the number of hours scheduled in a work week for any category of Employees or for all Employees shall not constitute a layoff should the Employer determine to reduce hours on this basis. The Employer will continue to have the right to layoff and recall Employees as per Articles 10.02 and 10.04 above.
- 10.08 Grievances concerning layoffs and recalls will be initiated at Step 2 of the Grievance Procedure.

10.09 A layoff shall be defined as a reduction in the number of full or part time positions. Should the employer determine that there will be a permanent reduction in an employee's weekly scheduled hours and the new schedule of hours is less than sixty-five percent (65%) of the employee's scheduled hours prior to the reduction, the employee may choose whether to remain in the position with the reduced hours or be laid off (subject to any exercise of displacement rights in accordance with Article 10.03).

## **ARTICLE 11 – VACANCIES, PROMOTIONS AND TRANSFERS**

11.01 In the event that a new bargaining unit position is created, or when a permanent vacancy occurs in an existing classification, unless the Employer decides that it is not going to fill a vacancy or that it intends to postpone the filling of a vacancy, the Employer will post such new positions or permanent vacancies for a period of seven (7) working days, on the Employees' bulletin board and/or by email. All applications must be received by the Employer no later than the end of the 7<sup>th</sup> day. For the purposes of this article, reference to 'days' shall exclude Saturdays, Sundays and paid holidays as defined by the collective agreement.

11.02 The posting will stipulate the nature of the position, the required qualifications, required knowledge, skills, experience, education and training, shift hours of work and rate of pay.

11.03 The Employer shall consider applicants for whom a successful bid would result in a promotion or transfer to a higher or equal rate classification. In cases of promotion or transfer, the following factors shall be considered:

- a) qualifications including skill, competence, experience, efficiency and evaluation of past performance;
- b) seniority with the Employer;

When the Employer determines, in its sole discretion, that the matters in factor a) are relatively equal, then factor b) shall govern.

11.04 The Employer may start proceedings to secure applications for the vacancy from other applicants, including persons outside of the bargaining unit at the same time the position is posted internally. All bargaining unit applicants shall be considered and interviewed prior to those applicants outside the bargaining unit being considered or interviewed.

- 11.05 The Employer reserves the right to hire from the outside work force when there is no satisfactory applicant from the bargaining unit to perform the work required.
- 11.06 Within seven (7) calendar days of an appointment to a vacant position, the name of the successful applicant will be posted on all bulletin boards and/or by email.
- 11.07 Vacancies which will not or are not expected to exceed twelve (12) months and vacancies caused by absence due to illness, accident, and leaves of absence (including maternity leave) need not be posted. Such temporary vacancies may be filled at the sole discretion of the Employer and will include the temporary reassignment of any employee. It is understood that employees who are temporarily transferred pursuant to this provision shall be returned to their original job if such job is available and further, that any employee temporarily transferred pursuant to this provision shall suffer no reduction in pay.
- 11.08 It is understood that where a vacancy arises, as a result of a reorganization, the filling of which shall not result in any increase in complement, the Employer may first transfer, without posting, employees to positions within the same Department, having the same salary level and classification.
- 11.09 The Employer shall not consider any applicant to a posting who has, within the prior six (6) month period successfully bid on a vacancy.
- 11.10 When an employee obtains a vacancy in a higher job category, the employee's salary will be determined as follows: the employee will be placed at the step in the new job category's salary grid which is equal to the employee's existing salary step, or if such step does not exist in the new salary grid, at the salary step which is closest to, but higher than, the employee's existing salary step.

## **ARTICLE 12 – LABOUR MANAGEMENT COMMITTEE**

- 12.01 There shall be a Labour Management Committee composed of two (2) representatives from the Union and two representatives of the Employer. The Committee shall meet bi-monthly, or as agreed. It is understood that the Union Committee members will be paid for time spent at meetings of the committee, during their regular working hours.
- 12.02 Either the management or the Union's representative may request the scheduling of a meeting to discuss an issue of concern other than a grievance or matter pertaining to negotiations.

- 12.03 The members of the Labour Management Committee shall rotate as meeting chairperson, alternating between Employer representative and Union Representative. The meeting Chairperson shall be responsible for facilitating the meeting and taking minutes at the meeting.
- 12.04 The minutes of a Labour Management Committee meeting shall be reviewed and approved by the committee at the following meeting.
- 12.05 The Parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to provide the best possible services to the community and to those Agency's services.
- 12.06 The Committee may make recommendations and suggestions to the Union and the Agency with respect to the discussions in Committee meetings.

## **ARTICLE 13 – HOURS OF WORK**

- 13.01 The normal work week for full time employees regularly employed for five (5) days a week shall consist of forty (40) hours per week, and eight (8) hours per day inclusive of a one (1) hour paid meal break which cannot be deferred to the end of the employee's shift. If an employee must work through their lunch, the employee shall discuss the time for taking the lunch break with a supervisor at the first opportunity. The Employer may permit employees to work less than a normal work week in which case the employees' salaries and other entitlements (e.g., vacation, sick leave etc) under the Agreement will be pro-rated.
- 13.02 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules.
- 13.03 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

- 13.04 Pre-authorized work in excess of the employee's normal hours of work as defined by Article 12.01 shall be compensated in time off in lieu of pay calculated at the rate of one hour off work for every hour worked up to a maximum of four (4) overtime hours, and 1 ½ hours for every hour of overtime worked thereafter. Time off earned under this provision must be taken within a reasonable time period but in any event, by the end of the fiscal year in which it was accumulated unless otherwise permitted by the Employer. It is understood that the scheduling of lieu time must be balanced by the operational needs of the Employer, therefore all lieu time scheduling must be approved by the Employer. All lieu time must be taken at least two weeks prior to an employee's departure from employment. This provision is subject to the requirements of the Employment Standards Act.
- 13.05 The parties to this Agreement recognize that the needs of the Employer's operation may require the performance of overtime work from time to time and when overtime is required, the Employer will assign the employees regularly doing the job. The Employer will attempt to advise employees of required overtime as far in advance as is practical. This clause shall operate as consent as contemplated in sections 17(2) and 17(3) of the *Employment Standards Act, 2000*, as amended from time to time. The parties agree that in order to meet the operational needs of the foundation, the utilization of overtime hours shall be minimized by both parties to the extent possible.

## **ARTICLE 14 – HOLIDAYS**

- 14.01 a) Employees who have completed their probationary period (and subject to the provisions of the Employment Standards Act) shall be entitled to the following holidays with pay:

New Year's Day	Good Friday
Victoria Day	Easter Monday
Thanksgiving Day	Canada Day
Boxing Day	Labour Day
Civic Holiday	Christmas Day
Float Day	Family Day

- b) It is understood that the Employer shall continue to operate between Christmas and New Year. However, staff will be given holidays during this period subject to the operating needs of the Employer. Staff required to work during this period will be given time off in lieu to be scheduled at a time mutually convenient to the Employer and the employee during the month immediately preceding or following this period.
  - c) The Float Day is to be scheduled at a time mutually agreed to by the Employee and the Employer.
- 14.02 Holiday pay shall be provided as per the Employment Standards Act, 2000, as amended from time to time.
- 14.03 An employee eligible for holiday pay, who works on a holiday, shall be compensated in time off in lieu accumulated at the rate of one and one-half (1 1/2) hour for every hour worked to be taken at a time mutually agreeable to the Employer and the Employee. It is understood that the Employer reserves the right to schedule work on a holiday. No employee shall work on a holiday except with the express consent of the Employer
- 14.04 Holidays falling on a Saturday or Sunday will be recognized on the nearest Monday or Friday.

## **ARTICLE 15 – VACATIONS**

- 15.01 This provision shall apply only to permanent full-time and permanent part-time employees.
- 15.02 Subject to operational needs, vacations shall be scheduled in accordance with seniority provided that a written vacation request is received by the Employer two (2) weeks in advance of the scheduled vacation. The parties agree that in the event of conflicting vacation requests within a department, seniority shall be the deciding factor.
- 15.03 “Vacation time” shall be scheduled at a time convenient to the Employer and employee having regard to the operations of the Employer. All vacation requests must be approved by the Employer and shall not be unreasonably denied. It is understood that the approval of such vacation request is subject to the efficient operation of the Employer and the completion of the employee’s duties.

15.04 a) Full-time permanent employees shall earn an annual vacation with pay in accordance with their years of service as follows:

Year 1 1.25 days/month

Year 2 15 days/yr

Year 3 20 days/yr

Year 4 20 days/yr

Year 5 20 days/yr

Year 6 25 days/yr

15.05 When a permanent Employee is hospitalized due to illness or injury during their period of vacation, vacation credits will not be deducted in respect of the period of hospitalization and resulting recuperation, such credits may be scheduled for use at another time in the year in respect of which the employee must use vacation credits. For the purposes of this article, "hospitalization" shall be defined as any period which an employee is admitted to the hospital in excess of eighteen (18) hours.

15.06 Vacation time earned under this provision must be taken by the end of the fiscal year in which it was accumulated. However, the employees are permitted to carry over up to five (5) days into the next fiscal year and vacation days carried over must be used in the following fiscal year. In the event that an employee resigns from employment before such carry over is used, the employee will not receive a payout for any unused vacation carry over.

## **ARTICLE 16 – HEALTH & WELFARE**

16.01 The Employer agrees, during the term of the Agreement, to maintain the premium coverage for eligible employees in the active employ of the Employer under the insurance plans presently in effect subject to their respective terms and conditions including enrolment requirements. No employee shall be eligible for benefit coverage until they have completed three (3) months of employment.

16.02 It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change.

16.03 The parties agree that no grievance in respect of benefits entitlement pursuant to an insurance plan shall be arbitral.

16.04 The employer agrees to a Long-Term Disability insurance plan which provides for a benefit of 66%. Effective January 1, 2017, the premium cost of the plan will be 100% Employer Paid. Participation in the plan is mandatory upon completion of probation.

16.05 Health and Welfare

The Employer agrees to provide a Short-Term Disability plan which provides sixty (60) per cent of gross weekly salary to a maximum of \$500 per week for up to 17 weeks. Eligibility for benefits will be governed by the terms of the plan. The premium cost of the plan will be 100 per cent Employer paid. Participation is mandatory upon the completion of probation.

## **ARTICLE 17 – SICK LEAVE**

17.01 Employees who are unable to work as a result of a non-occupational accident or illness shall contact the Employer at least ½ hour prior to the commencement of their shift on each day that they are absent to advise of their absence, unless unable to do so.

17.02 In the Employee's first year of employment, sick leave is accumulated at the rate of one and one half (1 ½) days per full-month worked, to the end of the fiscal year. In each subsequent fiscal year, sick leave is accumulated at the rate of 4.5 days per quarter. It is agreed that only eighteen (18) sick days may be accumulated or used in any one year.

17.03 The Employer may require an employee to provide a medical note to the Employer where the employee has been absent from work due to illness, disability, or injury in excess of five (5) days or for the purposes of determining an employee's fitness to return to work. In the case of an absence due to illness, disability, or injury in excess of five (5) days, where such examination and/or medical report is requested, failure to provide the medical report may result in non- payment for every day the employee is absent from work following the fifth day. The Employer will reimburse the employee for the reasonable cost, if any, of medical note required by the Employer upon receipt of an invoice for the cost of the note.

## **ARTICLE 18 – LEAVE OF ABSENCE**

18.01 The Employer may, at its discretion and subject to organizational needs, grant a leave of absence without pay for reasons which the Employer determines to be legitimate, such leaves shall not unreasonably be withheld. Such leave shall have a specific start and end date as well as effective notice wherever possible.

## **ARTICLE 19 – MATERNITY/PARENTAL/ADOPTION LEAVE**

19.01 Leave shall be granted in accordance with the provisions of the Employment Standards Act, 2000, as amended.

a) An Employee entitled to leave under the above, and who provides the Employer with proof that the employee has applied for and is eligible to receive Employment Insurance Benefits pursuant to Sections 22 and 23 of the, Employment Insurance Act (Canada), shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan as follows:

i) For the first one (1) week, payments equivalent to ninety-five percent (95%) of the actual weekly rate of pay for the employee classification, which the employee was receiving on the last day worked, prior to the commencement of the leave;

and

ii) Up to a maximum of fifty-one (51) additional weeks, payments equivalent to the difference between the sum of the weekly EIC benefits the Employee is eligible to receive and any other employee earnings received by the Employee, and ninety-five percent (95%) of the actual weekly rate of pay for the employee regular classification which the employee was receiving on the last day worked, prior to the commencement of the pregnancy leave. In the event that an Employee chooses to take a leave longer than 52 weeks as permitted by the *Employment Standards Act, 2000*, as amended, the Employer and the Employee may agree to pro-rate the top up to cover a greater number of weeks at a lower percentage of the Employee's actual weekly rate of pay.

## **ARTICLE 20 – BEREAVEMENT LEAVE**

- 20.01 a) In the event of a death in the employee’s immediate family, the employee shall be granted a leave of absence of up to a maximum of five (5) working days. One of these days shall be the day of the funeral.

“Immediate family” means the employee’s spouse, common-law spouse of the same or opposite sex, child, parent, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, or other person, at the discretion of the Executive Director.

- b) In the event of the death of an employee’s brother-in-law, sister-in-law, mother-in-law, father-in-law, or grandparent-in-law, or in the event of the death of a pet or service animal, at the discretion of the Executive Director, the employee shall be granted a leave of absence of one (1) working day.
- c) The Employer recognizes the impact of loss on Employees as well as the variety of cultural definitions of extended family and will discuss the provision of adequate support for staff to deal with personal bereavement, the death of a client and other loss situations.

Requests for these Bereavement Leaves are to be made in writing including the name, relationship, location of funeral/activities, and requested duration of leave. Such approval shall not be unreasonably denied.

For clarity, the parties agree that the benefit under this Article is a greater right or benefit than that provided by the *Employment Standards Act, 2000*, as amended, and is inclusive of statutory bereavement leave.

## **ARTICLE 21 – BULLETIN BOARDS**

- 21.01 The Union shall have reasonable access to a bulletin board on the premises of the Employer for the posting of appropriate Union notices to matters relating to employees covered by the collective agreement. Copies of all notices shall be given to the Executive Director, and the Employer retains the right to approve any material posted herein.

## **ARTICLE 22 – WAGES**

22.01 The wage rates for employees covered by this Agreement shall be as set out in Schedule A which is attached to and forms part of this Agreement.

## **ARTICLE 23 – GENERAL CONDITIONS**

### 23.01 Health and Safety

The Parties agree to comply with the Occupational Health & Safety Act as amended from time to time.

### 23.02 Minutes of the Board

The Employer shall provide a copy of the Minutes of the Employer's Board of Directors to the extent that such Minutes are made public to the Union Unit Chair within five (5) days after the Minutes have been formally approved by the Board.

### 23.03 Automobile Allowance

Effective July 18, 2001, an employee required to use their own automobile for Employer business shall be paid for all kilometers driven in accordance with the AIDS Bureau rate.

### 23.04 Access to Personnel File

An employee may review their personnel file upon request. The Employer shall arrange a suitable time for the review to take place which shall occur in the presence of a supervisory employee. The employee may request a copy of the file or a copy of specific documents from the file. The Employer will provide copies of the requested documents to the employee if such documents have not previously been provided to the employee.

## ARTICLE 24 – DURATION

24.01 This Agreement shall continue in effect from April 1, 2022 to March 31, 2026, and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other, in writing, not less than sixty (60) days and not more than ninety (90) days prior to the expiration date, of its desire to amend or terminate the Agreement.

24.02 If notice of amendment or termination is given by either party in accordance with Article 24.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following receipt of such notification or such further period of time as may be agreed upon.

Dated at Toronto this 6<sup>th</sup> day of July, 2023 and signed by the duly authorized representatives of the Parties.

For the Union:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the Employer:

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# LETTER OF UNDERSTANDING #1

Between

Toronto People With AIDS Foundation

And

Canadian Union of Public Employees  
Local 3697

**RE: WORKLOAD**

All Toronto People With AIDS Foundation employees are to utilize ongoing supervision with their manager as a means of addressing any workload issues that arise.

Where the employee does not feel that workload issues raised during supervision have been dealt with appropriately, the employee may bring their concerns to the Labour Management Committee for discussion.

Agreed this 6<sup>th</sup> day of July, 2023.

For the Union:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the Employer:

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# LETTER OF UNDERSTANDING #2

Between

**Toronto People With AIDS Foundation**

And

**Canadian Union of Public Employees  
Local 3697**

**Re: RRSP & Multi-Sector Pension Plan**

The parties agree that the current practice in regards to RRSP contributions on behalf of the Employer and Employee will be continued for the life of the collective agreement.

The parties also agree to discuss converting RRSP payments into the Multi-Sector Group Pension Plan. These discussions will take place at Labour Management Committee Meetings with external, qualified professionals providing information about options and impact. Any agreement to conversion to the MSPP will be cost neutral for the Employer and be by mutual consent and subject to the terms of the Plan.

Agreed this 6<sup>th</sup> day of July, 2023.

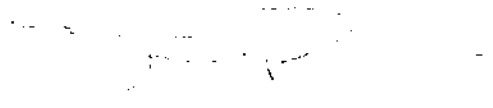
For the Union:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the Employer:

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# LETTER OF UNDERSTANDING #3

Between

Toronto People With AIDS Foundation

And

Canadian Union of Public Employees  
Local 3697

RE: Article 2.01

For the duration of this Collective Agreement, the Union agrees that it will not assert in any grievance, application, or other proceeding, that employees of Trustee Partnerships are employees of PWA or otherwise covered by the Collective Agreement.

Agreed this 6<sup>th</sup> day of July, 2023.

For the Union:

For the Employer:







\_\_\_\_\_



\_\_\_\_\_

# LETTER OF UNDERSTANDING #4

Between

Toronto People With AIDS Foundation

And

Canadian Union of Public Employees  
Local 3697

**RE: Job Descriptions**

The Toronto People With AIDS Foundation agrees to provide job descriptions for each position in the bargaining unit to CUPE within ninety (90) days of ratification. Within ninety (90) days of receiving the job descriptions, CUPE will identify those job descriptions, if any, which it believes do not accurately reflect the duties of the position. Within a further ninety (90) days, the parties will discuss the identified job descriptions with the goal of amending the job document to accurately reflect the job's current duties and the appropriate wage category. For clarity, it is agreed that the job descriptions do not form part of the Collective Agreement.

Agreed this 6<sup>th</sup> day of July, 2023.

For the Union:

For the Employer:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# LETTER OF UNDERSTANDING #5

Between

Toronto People With AIDS Foundation

And

Canadian Union of Public Employees  
Local 3697

RE: Benefits Coverage

The parties agree to meet on a date to be determined following ratification to discuss any potential changes to the Employer's drug plan and benefits coverage. Either party may have the assistance of the CUPE National Representative or Employer Consultant/Lawyer.

The parties agree that any changes to the benefit plan will be at the sole discretion of the Employer subject to the requirements in the Collective Agreement.

Agreed this 6<sup>th</sup> day of July, 2023.

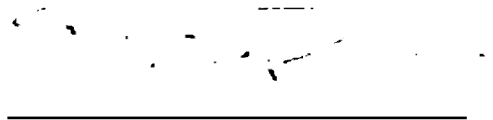
For the Union:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the Employer:

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# LETTER OF UNDERSTANDING #6

Between

Toronto People With AIDS Foundation

And

Canadian Union of Public Employees  
Local 3697

RE: 4-Day Work Week

The parties agree to meet within six (6) months of ratification to discuss the possibility of implementing a 4-day work week and making related changes to existing terms and conditions of employment.

For clarity, this Letter of Understanding does not impose an obligation on either party to make or agree to any proposed changes.

Agreed this 6<sup>th</sup> day of July, 2023.

For the Union:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the Employer:

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **SCHEDULE A – Seniority Categories**

### **Category 1**

Special Events Coordinator  
Development Officer  
Development and Administrative Coordinator

### **Category 2**

Income & Community Liaison  
Treatment Access Liaison  
Food Programs Coordinator  
Therapeutic Care Coordinator  
Men's Health Peer Navigator Coordinator  
Engagement Coordinator  
Power Peer Program Coordinator  
Indigenous Spiritual Advisor

**SCHEDULE B – Salary Grid**  
**Toronto People with AIDS Foundation**  
**April 1, 2022 – March 31, 2026**

**April 1, 2022 to March 31, 2023**

	<b>Start</b>	<b>after 1 year</b>	<b>after 2 years</b>	<b>after 3 years</b>
<b>Category 1</b>	\$57,129.08	\$59,299.70	\$61,467.05	\$63,637.40
<b>Category 2</b>	\$53,513.74	\$54,961.18	\$56,405.90	\$57,852.80

**April 1, 2023 to March 31, 2024**

	<b>Start</b>	<b>after 1 year</b>	<b>after 2 years</b>	<b>after 3 years</b>
<b>Category 1</b>	\$58,557.31	\$60,782.20	\$63,003.73	\$65,228.34
<b>Category 2</b>	\$54,851.59	\$56,335.21	\$57,816.05	\$59,299.12

**April 1, 2024 to March 31, 2025**

	<b>Start</b>	<b>after 1 year</b>	<b>after 2 years</b>	<b>after 3 years</b>
<b>Category 1</b>	\$60,021.25	\$62,301.76	\$64,578.83	\$66,859.05
<b>Category 2</b>	\$56,222.88	\$57,743.60	\$59,261.46	\$60,781.60

**April 1, 2025 to March 31, 2026**

	<b>Start</b>	<b>after 1 year</b>	<b>after 2 years</b>	<b>after 3 years</b>
<b>Category 1</b>	\$61,521.79	\$63,859.31	\$66,193.31	\$68,530.53
<b>Category 2</b>	\$57,628.46	\$59,187.19	\$60,743.00	\$62,301.14

Year 1 – 5% increase retroactive to April 1, 2022

Year 2 – 2.5% increase effective April 1, 2023

Year 3 – 2.5% increase effective April 1, 2024

Year 4 – 2.5% increase effective April 1, 2025