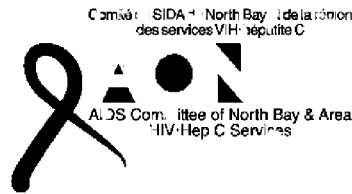


COLLECTIVE AGREEMENT

BETWEEN:

AIDS Committee of North Bay & Area
(Hereinafter referred to as “the Employer”)



-and-

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4720-04
(Hereinafter referred to as “the Union”)

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

Term: August 1, 2023 to July 31, 2026

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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being, and security of all the employees.
- 5) Both parties agree to act in a fair and reasonable manner.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – MANAGEMENT RIGHTS

- 1.01 The Union recognizes and acknowledges that all Management Rights and prerogatives and the direction of the workforce, and the Management of the Employer are vested exclusively with the Employer and without limiting the generality of the foregoing, the exclusive functions of the Employer shall include the following rights:
- a) to operate and manage the organization in every and in all respects;
 - b) to maintain order, discipline, efficiency amongst its employees and in connection therewith to establish and enforce rules, regulations, policies and practices from time to time to be observed by its employees;
 - c) to select, hire, transfer, lay off, recall, promote, demote, classify, assign duties, evaluate and assess employee performance; as well as to discharge, suspend, or otherwise discipline employees for just cause, provided that a claim that an employee who has completed probation has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions;
 - d) to determine the nature, kind and standard of programs delivered by the Employer, the kinds and locations of its operations, the kinds of equipment to be used, the methods of operating and the control of materials, goods, and the quality and quantity of programs;
 - e) to plan, direct and control the work of the employees, the operations of the Employer, and the schedules and procedures of work;

- f) to determine the number of shifts, job content and requirements, to select and retain employees for positions excluded from the bargaining unit, to determine new methods to be used, and to determine the requirements of a job and the qualifications of an employee to perform the work required;
 - g) to exercise any of the rights, powers, functions, or authority which the Employer had prior to the signing of this Agreement, or any predecessor Agreement, except as those rights, powers, functions, or authorities are specifically abridged or modified by this Agreement.
- 1.02 Failure by the Employer to exercise any of its Management Rights shall not be considered as a waiver or abandonment of any such rights nor shall it preclude the Employer from exercising the same in some other way that is not in conflict with the express provisions of this Agreement.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Union as the sole Collective Bargaining Agent for all employees employed at the AIDS Committee of North Bay and Area in North Bay, Ontario, save and except the Executive Director and persons above the rank of Executive Director.

2.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

2.03 Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, leased, or conveyed, in whole or in part, to any other plant, person, company, or non-bargaining unit employee.

2.04 Representatives of CUPE

The Union shall have the right at any time 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 representatives(s)/advisor(s) shall have access to the Employer's premises, provided the representative provide at least twenty-four (24) hours advance notice in writing of such visit, in order to deal with any matters arising out of this collective agreement.

2.05 Definition of Employee

- a) A “full-time employee” shall be deemed to be an employee who regularly works thirty-five (35) hours per week, who makes a commitment to be available on a

pre-scheduled basis as required, and in respect of whom there is advance scheduling.

- b) A “part-time employee” shall be deemed to be an employee who regularly works not more than twenty-eight (28) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- c) A “temporary employee” shall be deemed to be an employee who is hired for a temporary position (e.g., Limited term funding/assignments, long term illness or leave) up to (18) months, or such longer period as may be agreed in accordance with article 12.01 (c).
- d) A “summer student employee” shall be deemed to be an employee who is hired for a specific term, under a specific grant, for a specific project. Such employees shall enjoy all rights and benefits under this Collective Agreement, except where specifically excluded (Articles 7.03, 13, 15.02, 15.04, 18 and 19 – except where provided under the *Employment Standards Act*) and with regards to termination of employment.

ARTICLE 3 – NO STRIKES / NO LOCKOUTS

3.01 The parties agree that there will be no strikes or lockouts during the term of this Agreement. A “strike” or “lockout” shall be defined in the *Ontario Labour Relations Act*.

ARTICLE 4 – DISCRIMINATION, HARASSMENT AND VIOLENCE PREVENTION

4.01 No Discrimination

The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, gender identity, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, record of offences, membership in a professional association, business or trade association, employers’ organization or any other prohibition of the *Ontario Human Rights Code*.

4.02 HIV and Hepatitis C Infection

It is further agreed that HIV infection and Hepatitis C infection shall be considered a disability under the Code for the purposes of this Agreement.

4.03 Racism, oppression, discrimination, and harassment (includes psychological, physical and sexual harassment, expressions of hate, workplace violence and bullying) and other discriminatory behaviours are strictly prohibited in the workplace including all work-related events that occur outside the regular business hours or off business premises. Both Parties will not practice any form of discrimination, harassment, racism, or oppression and will work together to protect the rights and freedoms of all

persons in accordance with the *Human Rights Code*, the *Occupational Health & Safety Act*, any successor legislation, and the policies of the Employer.

4.04 Respectful Workplace

- (i) The Employer and the Union recognize their joint obligation to:
 - a) Provide and maintain a safe and healthy workplace;
 - b) Support and promote an environment that is free of disruptive workplace conflict and promotes respectful behaviour, and;
 - c) Comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time.
- (ii) The Employer and the union agree that communication, sharing of concerns and joint problem solving are required to building and maintaining a Respectful Workplace. It is agreed that parties shall use the labour relations tools available to that end.

4.05 Support and Counseling

The Parties recognize that, where abusive/violent or traumatic incidents occur, the Employer agrees to communicate with, debrief and provide support to all affected employees within a reasonable timeframe not exceeding 72 hours. Via self referral, Full-time employees have access to further support through EFAP; Part-time employees to a maximum of 5 sessions of support through EFAP.

4.06 No Discrimination or Reprisals

The Parties agree that there shall be no discrimination or reprisals exercised or practiced with respect to any employee because the worker has acted in compliance with the OHSA or the regulations.

4.07 Personal Harassment

“Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcomed”. Personal harassment includes: offensive comments or actions, which demeans an individual, cause personal humiliation and/or threaten the economic livelihood of the individual.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF

5.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wages deductions have been made.

This list will also include the names and addresses of the employees terminated during that month. An electronic copy of this list shall also be forwarded to the Unit Vice-President.

5.03 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- b) The Employer agrees that a Local Union representative will be given the opportunity to meet each newly hired employee once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such a meeting may take place on the Employer's premises at a time and location designated by the Employer for such meeting and shall not exceed thirty (30) minutes duration.
- c) The Employer will provide to the Union, a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, primary phone number and personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on an annual basis by the end of April.

5.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

ARTICLE 6 – CORRESPONDENCE

- 6.01 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or their designate and the Unit Vice-President.
- 6.02 The Employer shall consult with Union representatives prior to the implementation of any policy affecting unionized employees and provide the Union with a copy once a final version is agreed upon.

- 6.03 The Employer shall provide a copy of the Minutes of the Employer's Board of Directors to Local Union Vice-President and Recording Secretary, to the extent that such minutes are made public, within five (5) days after the Minutes have been formally approved by the Board.

ARTICLE 7 – UNION – MANAGEMENT RELATIONS

7.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Union Officers and Stewards

The Union recognizes and agrees that the Unit Vice-President and Steward have regular duties to perform in connection with their employment and that such persons must continue to perform their regular duties, and that except in rare circumstances, the business of administering this Agreement will be attended to outside of regular working hours and with the least possible interference with Employer operations. Where permitted by this Agreement and/or as otherwise permitted by the Employer, before leaving their regular duties, the Unit Vice-President and/or Steward must obtain permission from their immediate supervisor to do so, and when resuming their regular duties must report to their supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, during regular working hours, shall be considered as time worked for the purposes of seniority and other benefits accrued through time worked.

It is understood that reasonable time spent processing a grievance will be compensated at straight time for scheduled hours at the Unit Vice-President and/or Steward's regular rate of pay.

It is understood that time at arbitration shall not be compensated by the Employer, except where an employee is called as a witness by the Employer.

7.03 Bargaining Committee

A Bargaining Committee shall be appointed and consist of two (2) members of the Bargaining Unit as well as the Union Local President or Designate. The Union will advise the Employer in writing of the Union nominees to the Committee.

The Union Bargaining Committee will receive their regular rate of pay and applicable benefits while attending negotiations for regular scheduled hours that they otherwise would have worked but for negotiations and where such negotiations are conducted during regular business hours, up to but not including conciliation. It is understood that all hours spent in negotiations shall not be counted as time worked for the purposes of calculating overtime entitlement.

7.04 Union - Management Committee

A Union - Management Committee shall be established consisting of up to two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved

service to the public, and job security for the employees. The parties may invite other representatives to join such meetings as may be appropriate from time to time.

It is understood that in addition the Union and/or the Employer may invite advisors to attend where necessary. In such instance, advance notice will be provided to the other party.

- a) The function of the committee shall be to discuss matters of mutual concern to the parties. It is understood and agreed that the committee will not discuss grievances or bargaining matters.
- b) The committee shall meet quarterly at times when it is convenient for both parties. It is agreed the parties shall meet more often if required and by mutual agreement. If there are no items to be discussed a meeting may be cancelled. It is understood that the Union Committee member will be paid for time spent at such meetings during their regular working hours.
- c) An Employer representative and a Union representative shall be Joint Chairpersons of such meetings.
- d) Minutes of each meeting will be prepared, on an alternating basis between the Union and the Employer and signed by the Chairpersons. Such minutes will be provided to the Union and to the Employer.

7.05 Supervision

The Employer shall schedule supervisory meetings for all employees. Employees wishing to raise workload issues shall use this forum to bring them to the attention of the Employer.

If an issue arises in between meetings, then either party may request a monthly meeting.

7.06 Health and Safety

- a) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.
- b) A Health and Safety Representative (HSR) shall be appointed by the Union. The Union HSR and the Employer HSR shall work together to: identify potential dangers, recommend means of improving the health and safety programs and obtain information respecting the identification of hazards and standards

elsewhere. The two representatives shall meet at minimum every two (2) months. Scheduled time spent in such meetings or performing health and safety related duties is to be considered to be time worked.

- c) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all health and safety rules and practices.

7.07 Workplace Safety and Insurance Board (WSIB) Coverage

The Employer agrees to cover all employees under the *Workplace Safety and Insurance Act* (WSIA). Employees will have access to their earned sick leave credits until such time as their claim for benefits is approved by the WSIB. Any payment advanced to the employee shall be reimbursed where the WSIB claim is approved, and monies are subsequently received.

7.08 First Aid / CPR

Within the first two (2) months of employment, the Employer shall ensure that new employees receive an Emergency First Aid course with CPR Level A Protocol. Any renewal of certification shall be done in-house, during regular working hours.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

- 8.02 If an employee has any complaint or question which they wish to discuss, they shall first take the matter up with their immediate Supervisor or their designate within ten (10) working days of the date the employee and/or the Union first becomes aware of the circumstances giving rise to the complaint or question giving rise to the grievance. If the complaint is about the employees' Supervisor, the employee shall have the right to have a Steward present.

- 8.03 If such complaint or question is not settled to the satisfaction of the employee concerned and/ or the Union within a period of ten (10) working days following the results of the discussion with their immediate Supervisor or designate, or within such longer period as may be mutually agreed upon at the time, then the steps of the grievance procedure may be invoked.

- 8.04 Should differences arise between the Employer and an employee and/or the Union as to the interpretation, application, administration, or alleged violation of this Agreement, work shall continue as directed by the Employer and an effort shall be made to settle such differences in accordance with the following grievance procedure.

8.05 Grievance Steps

STEP 1:

- a) If the Union considers the grievance to be justified, it shall submit the grievance, in writing, to the Executive Director or designate within ten (10) working days of the complaint meeting. The grievance will set out the nature of the grievance, the remedy sought and the provisions of the Agreement, which are alleged to have been violated, in clear and concise terms.
- b) The Employer may request a meeting be held with the grievor and the Union and such meeting shall occur within ten (10) working days. It is understood that at such a meeting the Executive Director or their designate may have such counsel and/or assistance as they may desire. The employee shall have the right to have the Union present. Where a meeting takes place, the decision of the Executive Director or their designate shall be given, in writing, within ten (10) working days following the meeting irrespective of the timeline in (a) above.

STEP 2:

Should the Executive Director or their designated representative fail to render a written decision as required in Step No. 1 or failing settlement of any grievance under the foregoing procedures, the grievance may be referred to arbitration by either the Employer or the Union within thirty (30) calendar days from the date a decision is rendered at Step No.1 or where a response is not provided in accordance with the timeline set out in Step No.1, except where the Parties have agreed to an extension of timelines.

- 8.06 Failure to submit the grievance to Arbitration within the timelines outlined above or failure to move the grievance to the next step will result in the grievance being deemed to have been abandoned.
- 8.07 At each Step of the grievance procedure, the grievor shall have the right to be present. At no time may an employee or group of employees file a grievance on behalf of another employee.
- 8.08 Time allowances referred to above may only be extended by the mutual written consent of the Parties.
- 8.09 No matter may be submitted to arbitration, which has not been properly carried through all Steps of the grievance procedure.
- 8.10 Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances simultaneously at all levels of the grievance and arbitration procedures, subject to all applicable provisions under the grievance procedure, and all grievors will be listed on the grievance form.
- 8.11 Employer Grievance

The Employer may institute a grievance, consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union, its representatives, or

any employee, in writing, dated and signed at Step 1, by forwarding a written statement of said grievance to the representative of the Union, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred or could reasonably have come to the knowledge of the Employer. The grievance and arbitration procedure will then be followed, and the Union will become the responding party throughout.

8.12 Union Policy Grievance

The Union may institute a grievance, consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement, in writing dated and signed at Step No. 1 by forwarding a written statement of said grievance to the Employer, provided that it is presented within twenty (20) working days after the circumstances giving rise to the grievance have originated or occurred or could reasonably have come to the knowledge of the Union.

8.13 Grievance Mediation

By mutual consent, the Parties may agree to use the services of a mediator. The Parties agree to share the cost of mediation.

ARTICLE 9 – ARBITRATION

9.01 If either party is dissatisfied following receipt of the written response from the final step in the grievance procedure, they shall, within thirty (30) calendar days following receipt of the said response request that a grievance be submitted to Arbitration. The request shall be in writing, addressed to the other party, and shall contain the suggested names of arbitrators.

9.02 Sole Arbitrator

- a) The Parties agree to the use of a sole Arbitrator. Should the Parties be unable to agree on a sole Arbitrator within thirty (30) calendar days of referral the Parties may request the Minister of Labour to appoint a sole Arbitrator.
- b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

9.03 Payment of Expenses for Arbitration

- a) Each of the Parties shall pay its own expenses including its own fees for witnesses that it may require.
- b) Each of the Parties shall pay one half (1/2) of the expenses and fees of the Arbitrator and related expenses (e.g., meeting room rental).

9.04 All reasonable arrangements will be made to permit the Arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the functions of the Employer.

ARTICLE 10 – DISCHARGE AND DISCIPLINE

10.01 Unjust Discipline, Discharge, or Suspension

In the event an employee, who has completed probation, is disciplined, discharged, or suspended from employment and the employee feels that the discipline, discharge, or suspension is unjust, the case may then be taken up as a grievance.

10.02 Employees Entitled to Have Union Steward Present at Disciplinary Meeting

When an employee is called to a meeting with a representative of the Employer, at which discipline will be discussed, the employee shall have the right to have a Union Steward present during the meeting.

10.03 Access to Personnel File

At a prearranged time with the Employer and in the presence of a representative of the Employer, an employee will have access to their personnel file. The employee will be permitted to have copies of any material contained in their personnel file but will not remove any of the contents from the file.

10.04 Clearing of the File

Notices of discipline or suspension shall be removed from the employee's file eighteen (18) months after the occurrence of the issuance of the discipline, provided no further discipline of the same nature has occurred.

10.05 Adverse Report

The Employer shall notify an employee before any written expression of dissatisfaction concerning their work performance or any other written complaint is recorded in their employee file. A copy of any written complaint or expression of dissatisfaction shall be given to the affected employee, with a copy to the Union.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit, with the Employer, from date of hire. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall. Seniority shall operate on a bargaining-unit-wide basis.

Notwithstanding the above, a part-time employee's seniority shall be calculated by hours paid up to 1820 hours per twelve (12) month period. For the purposes of conversion, a part-time employee shall be credited one (1) year of service for every 1820 hours worked.

11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in October and April of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 11.03 below.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

11.03 Probationary Employees

Newly hired employees shall be on probation for a period of six (6) calendar months from the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. A probationary employee's employment may be terminated by the Employer without recourse to the grievance procedure except in cases of discrimination as defined by the *Human Rights Code*. After completion of the probationary period, seniority shall be effective from the original date of hire.

11.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and are not reinstated.
- b) They resign and do not rescind within forty-eight (48) hours.
- c) They are absent from work in excess of two (2) scheduled shifts without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- d) They fail to return to work within five (5) working days following a recall from lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) They fail to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the employee satisfactory to the Employer.

- f) They use a leave of absence for a purpose other than that for which the leave was requested and/or granted.
- g) They are laid-off in excess of eighteen (18) months.

11.05 Transfers and Seniority outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with their seniority during the period of time outside the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 a) Job Postings

When a vacancy occurs, or a new position is created within the bargaining unit, which the Employer intends to fill, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union within ten (10) working days. The position shall be posted for a period of five (5) working days so that interested employees can apply, and wherever possible, a decision shall be made and communicated to the successful applicant within fifteen (15) working days from the date the posting closes. The name of the successful applicant shall be posted on the Employer's main bulletin board, with a copy to the Union.

b) Temporary Vacancies

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible. Temporary vacancies occur when a permanent employee is absent due to illness, injury or any other approved leave of absence or special grant/project.

c) Temporary Job Postings

A vacancy which occurs for more than six (6) weeks shall be posted stating that the position is temporary and shall indicate the estimated duration of the position. In any event, temporary positions shall not exceed eighteen (18) months. In the case of a limited term funding/assignments, long-term illness or a leave which may extend beyond one (1) year, the Employer shall consult with the Union prior to approving the leave and the parties shall agree to an extension of the temporary posting provisions. Upon termination of a temporary position, the employee filling the vacancy shall be returned to their previous position.

In the event that a part-time employee is the successful applicant, they shall retain their part-time status for the duration of the temporary position.

d) Successful Applicant

The successful applicant for a permanent or temporary full-time vacancy will fill the vacancy within thirty (30) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, required skills, ability, experience, education and training, hours of work and salary.

12.03 Outside Advertising

The Employer may choose to do an external and internal posting concurrently provided that bargaining unit applicants are given first consideration.

12.04 Methods of Making Appointment

Appointments shall be made of the senior applicant with the required qualifications, skills, ability, experience, education, and training in accordance with the job posting.

12.05 Trial Period

The successful applicant shall be placed on trial for a period of sixty (60) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period sixty (60) days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee is unsatisfied in the new position, they shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.04. If there are no successful applicants, then the position may be posted externally.

12.06 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

12.07 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined the Employer shall advise the Union of the new classification and corresponding rate of pay within twenty (20) calendar days.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer.

ARTICLE 13 – LAY-OFF AND RECALL

13.01 Lay-off and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority, provided the remaining employees possess the qualifications, skills, and ability to perform the work. In the event of a recall, employees shall be recalled in the order of their seniority, provided the employee(s) to be recalled possesses the qualifications, skills, and ability to perform the work.

13.02 Notice of Lay-off

Lay-offs, under the provisions of this Collective Agreement shall include the reduction of daily or bi-weekly hours equal to or greater than 40% of regular hours of any full-time or part-time employee.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

- a) Should the layoff be or become indefinite, the Employer shall give notice in writing to the employee(s) to be laid off. Such notice shall be in an amount of time equal to that laid out in the *Employment Standards Act, Ontario* plus two (2) weeks for those employees who have completed probation.
- b) Pay in lieu of the notice shall be given by the Employer where there is insufficient work to permit the employee(s) concerned to work out the notice period.
- c) Notice of lay-off shall be given to the Union at the same time as it is given to affected employees. Once a notice of lay-off is issued, the Employer shall meet with the union to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

13.03 Lay-off Procedure

- a) In the event of lay-off, the Employer shall lay-off employees in reverse order of seniority within their classification, provided the remaining employees possess the qualifications, skills, and ability to perform the work.
- b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay off and receive severance in accordance with the *Employment Standards Act*; or
 - ii) Displace an employee who has:
 - less bargaining unit seniority; and

- who has scheduled hours less than or equal to the employee being laid off; and
 - if the employee originally subject to lay-off is qualified for and can perform the duties without training other than orientation.
- iii) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within five (5) working days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid-off part-time employees shall not have the right to displace full-time employees.
 - v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

13.04 Recall

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the qualifications, skills and ability to perform the work, and provided such opening is first posted under the job posting procedure and has not been filled.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within five (5) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

ARTICLE 14 – HOURS OF WORK

14.01 Normal Hours of Work

The normal hours of work shall be seven (7) hours per day, exclusive of an unpaid meal break. The workplace office hours shall be Monday through Friday 8:00 a.m. to 4:00 p.m.

14.02 After Hours Telephone Consultation

- a) A telephone consultation is defined as employees who are required to provide professional services and/or consultation over the telephone without returning to the work site outside normal hours of work. This does not include general calls or communications (e.g., scheduling, routine calls, non-urgent calls, etc.) that the employee chooses to make or accept during non-working hours.
- b) Employees who provide telephone consultations will be entitled to receive payment, in increments of fifteen (15) minutes, for work related consultations and shall be compensated as time in lieu at the rate of straight time.
- c) Employees are required to complete a record of consultations and submit such time to the employee's direct manager on Friday of each week where consultations have occurred.
- d) Time spent on consultations shall not be used for the purposes of calculating overtime.

ARTICLE 15 – OVERTIME, FLEX TIME AND LIEU TIME

15.01 An employee shall receive the Executive Director's approval before working time in excess of regular hours, except in emergency circumstances.

15.02 Overtime

- a) An employee who performs work in excess of thirty-five (35) hours in a week will be compensated by receiving time off (lieu time) at the rate of straight time.
- b) An employee who performs work in excess of forty (40) hours in a week will be compensated by receiving time off (lieu time) at the rate of time and one-half an employee's regular rate of pay.

15.03 Flex Time

Employees are expected to request "flex-time" where work outside their regular hours is required and will result in overtime being incurred. Such requests shall be made in writing, to the Executive Director (or designate) in advance.

15.04 Time Off in Lieu of Overtime

- a) Time off in lieu of overtime earned under 15.01 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. All lieu time must be taken at least two (2) weeks prior to an employee's departure from employment. This provision is subject to the requirements of the *Employment Standards Act*.

- b) 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.
- c) Notwithstanding clause (a), employees will be able to bank hours up to an equivalent of not more than 1.5 of their regular work week (i.e. 52.5 hours for full-time employees). A waiver to this clause may be approved by the Executive Director under exceptional circumstances.
- d) Any lieu time accumulated by an Employee which has been approved by the Executive Director (or designate) of the Agency and has not been used by the employee at the cessation of the employment, however such cessation may have been caused, shall be paid out in full.
- e) All lieu time accrued must be submitted on a monthly basis.

15.05 Minimum Call-back Time

When an employee is called back to work after leaving the workplace or upon completion of their workday, such employee shall be guaranteed a minimum of three (3) hours lieu time.

15.06 Fundraisers and AGM

All time spent working a fundraising event or AGM shall be remunerated with lieu time off at straight time with a guaranteed minimum of six (6) hours. Such work shall be offered on a voluntary basis and given in order of rotating seniority to the employees who are willing and qualified to perform the work. Once said work has been assigned it shall not be revoked without seventy-two (72) hours' notice, unless mutually agreed to between the employee and Employer. An employee will give a minimum of seventy-two (72) hours should they need to cancel their participation for a voluntary event.

It is understood that attendance at fundraisers and/or the AGM may be mandatory for employees.

ARTICLE 16 – HOLIDAYS

16.01 The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day
Family Day

Civic Holiday
Labour Day

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
National Day of Truth and Reconciliation (September 30)	

16.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work their scheduled working day immediately preceding or the working day succeeding the holiday unless on a leave of absence or absent due to illness.

16.03 Payment for Holidays

An employee who is required to work on any of the above-named holidays will receive doubled banked lieu time, in addition to pay for the holiday at the employee's regular hourly rate.

16.04 Christmas / New Year Period

Employees will not be required to work between Christmas Day and New Year's Day inclusive. Employees shall be remunerated by the employer for these 4 days.

Employees called in to work during this period shall receive lieu time as per Article 15.05.

16.05 The Employer agrees to grant all full-time employees four (4) personal days off with pay per calendar year to be taken on a day mutually agreed upon between the Employer and the employee. All part-time employees shall be granted two (2) personal days off with pay per calendar year in accordance with this Article.

ARTICLE 17 – VACATION

17.01 Length of Vacation

Employees who have completed their probationary period shall receive advanced credit of annual vacation with pay in accordance with credited service on April 1st of each year as follows:

a) Full-time

Less than three (3) years of service	0.83 days per month to a maximum of ten (10) working days per year
After three (3) years of service	1.25 days per month to a maximum of fifteen (15) working days
Six (6) years of service	1.67 days per month to a maximum of twenty (20) working days

Ten (10) years of service	2.08 days per month to a maximum of twenty-five (25) working days
Sixteen (16) years of service	2.50 days per month to a maximum of thirty (30) working days.

b) Part-time

Part-time employees shall have the same vacation entitlements as Full-time employees, but on a prorated basis with one (1) year of service being equal to 1820 hours paid.

c) Summer Student Employees

Summer Student Employees shall receive Vacation pay equal to 4% of total earnings on every pay cheque.

17.02 Holidays During Vacation

If a paid holiday falls on or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

17.03 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Where the employee has vacation advanced on April 1st of each calendar year, the amount equal to the unearned vacation shall be deducted from the employees' final pay.

17.04 Preference in Vacation

Vacations shall be granted on a first come first serve basis and will be subject to operational demands and at the discretion of management. Where more than one employee requests the same time off and where there are limits on how many staff may be off at said time, the approval will be on the basis of seniority. It is understood that once a request has been approved another employee may not displace the approved time regardless of seniority.

17.05 Summer Vacation Schedules

The deadline for submitting vacation requests for June, July and August in each year must be made by March 15th. Vacation requests received by the deadline shall be awarded on the basis of seniority. The vacation schedule for this period shall be posted no later than April 15th. After that, vacation requests will be considered on a first come first serve basis.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

17.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer. It is understood that no more than three (3) consecutive weeks may be taken at any one time.

17.07 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation that required the employee to be hospitalized.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation that required the employee to be hospitalized.

Only the time the employee was hospitalized shall be rescheduled in accordance with this Article.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

18.02 Amount of Sick Leave

Sick leave shall be earned on the basis of one and one half (1.5) days for every month of service. Such entitlement shall be pro-rated for part-time employees.

18.03 Proof of Illness

For an illness lasting more than three (3) working days, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness or that a child or dependent in the care of the employee requires stay-at-home care. If there is a cost to the employee for the medical certificate, it will be paid for by the Employer. The Employer will reimburse the cost of such medical note up to \$50.00.

18.04 Sick Leave Record

Any employee is to be advised on application, of the amount of sick leave accrued to their credit.

18.05 Accumulation and Payment of Sick Leave

An employee is permitted to accumulate sick leave up to a maximum of eighteen (18) days at any one time.

An employee shall be able to carry forward unused sick days into the subsequent calendar year to a maximum of thirty-six (36) days.

- 18.06 a) If employment is terminated, for whatever reason, and an Employee has taken more sick leave than has been earned, such overpayment will be recovered from any monies owing to the employee.
- b) The Employer does not pay employees for accumulated and unused sick leave credits when their employment ends, for whatever reason and sick leave credits have no cash value.

18.07 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact in advance of the commencement of their scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control and that are acceptable to the Employer.

18.08 Medical Care Leave

Employees shall be allowed to use accumulated sick leave and or lieu time credits in order to engage in personal preventative medical health, mental health, and dental care.

Sick leave credits shall be taken in hourly increments. Where an employee takes less than a full day, they will report back to the Executive Director (or designate) upon returning to work.

Permission will not be unreasonably withheld provided adequate notice is given in advance.

18.09 Dependent Care Leave

Employees shall be allowed to use accumulated sick leave and/or accumulated lieu time credits in order to care for a sick child or dependent where stay-at-home care is required for the child or dependent.

18.10 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction for sick leave.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons; such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission, in writing, of the Employer. Such leave is not to be unreasonably denied.

19.02 Leave for Union Business

The Employer shall grant leave of absence, without pay, for up to two (2) employees to attend Union conventions, seminars, or training of up to twenty (20) working days in total for all employees per calendar year, provided that at least two (2) weeks advance notice is given, and such leaves of absence do not unduly interfere with the operations of the Employer.

It is understood that due to the size of the Agency providing extended leaves of absence or leaves to multiple employees at the same time generally will pose interference with the operations of the Employer.

19.03 Leave for Union Function

Upon advanced notification to the Employer and subject to Employer approval, an employee elected or appointed to represent the Union at a Union function shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay. No more than 1 employee may be booked off at a time.

19.04 Bereavement Leave

- a) In the event of the death of an employee's immediate family, the employee shall be granted five (5) days leave with pay.
- b) At the discretion of the Executive Director, up to three (3) days leave with pay may be granted to an employee who is bereaved by a work-related death (co-worker or Client).
- c) In the event of death of an employee's aunt, uncle, niece or nephew, son-in-law or daughter-in-law, the employee shall be entitled to leave of absence without loss of pay for one day.
- d) Immediate family means spouse, common law spouse or same sex partner, children, step children, mother, father, step parents, parents-in-law, parents of a common law spouse or same-sex partner, siblings or step-siblings, grandparents, grandchildren and step grandchildren. In acknowledgement of the existence of chosen and other significant family relationships, the definitions can be expanded with the approval of the Executive Director.
- e) The employee will be allowed to save one day to attend the memorial service.

- f) Should an employee qualify for bereavement while on vacation, the employee shall advise the Employer immediately and have the vacation days returned to the employee's vacation bank.
- g) Additional leave without pay must be approved by the Executive Director (or designate).

19.05 Family Leave

Employees shall be granted a leave of up to eight (8) weeks without pay to care for a seriously ill family member, as defined in the *Employment Standards Act*. During the leave, the employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

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

19.06 Pregnancy and Parental Leave

Unless otherwise amended herein, Pregnancy, Parental and Adoption leave will be granted, without pay, in accordance with the *Employment Standards Act, Ontario*.

a) Pregnancy Leave

- i. Pregnancy Leave shall be granted for up to seventeen (17) weeks, which may begin no earlier than seventeen (17) weeks before the expected birth date.
- ii. If possible, the employee shall give the Employer at least two (2) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence.
- iii. The employee must have started employment at least thirteen (13) weeks prior to the commencement date of birth.
- iv. The employee must give two (2) weeks' notice of their intention to return to work. An employee who wishes to change their return to work date must give the Employer four (4) weeks' written notice.
- v. During the period of leave, the employee may continue benefit coverage, provided the carrier permits, and the benefit premiums during this period shall be paid in the same manner as previous to the leave.
- vi. An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer four (4) weeks prior to the end of their leave. The employee will be returned to their former job if it still exists, or to a comparable job in the event that their former job has been eliminated.

- vii. Upon expiry of the seventeen (17) weeks Pregnancy Leave, an employee may immediately commence Parental Leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks' notice in writing that they intend to take Parental Leave.
- viii. Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the *Employment Standards Act, Ontario* shall continue, and seniority shall accumulate during the leave.

b) Parental/Adoption Leave

- i. An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- ii. A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- iii. Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care, and control of the parent. For employees on pregnancy leave, parental leave must begin immediately after the pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and up to sixty-three (63) weeks in duration if they did not.
- iv. The employee shall give the Employer two (2) weeks' notice, in writing, of the commencement of Parental or Adoption Leave of absence unless, in the case of Adoption Leave, they are prevented from doing so by reason of the child coming under the care earlier than expected.
- v. During the period of leave, the employee may continue benefit coverage, provided the carrier permits, and benefit premiums during this period shall be paid in the same manner as previous to this leave.
- vi. An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer two (2) weeks prior to the end of their leave. The employee will be returned to their former job if it still exists, or to a comparable job in the event that their former job has been eliminated. An employee who wishes to change their return to work date must give the Employer four (4) weeks' written notice.
- vii. Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the *Employment Standards Act, Ontario* shall continue, and seniority shall accumulate during the leave.

Vacation entitlement may be added to pregnancy, parental or adoption leave if the employee so requests in advance and such request is approved in advance and in writing.

19.07 Jury or Court Witness Duty

The Employer shall grant leave of absence with pay up to a maximum of 30 days and without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The employee shall sign over to the Employer any payment received from the Court, less expenses for meals and transportation that is received during the paid leave.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

19.08 Education Leave

Employees may be granted an unpaid leave of absence, without loss of seniority, to attend an educational institution on a full-time basis. This leave can be extended by mutual agreement.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday.

On each payday each employee shall be provided with an itemized statement of their wages, banked vacation and other supplementary pay and deductions.

20.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

20.03 Pay during Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position, they shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than their own, their rate shall not be reduced.

20.04 Mileage Allowance

Employees required to use their personal vehicle to carry out their duties shall receive fifty cents (\$0.50) per kilometre travelled. Effective July 1, 2024, this amount will increase to fifty-two cents (\$0.52) and effective July 1, 2026, this amount will be increased to fifty-five cents (\$0.55) per kilometre travelled.

20.05 Automobile Insurance

Employees required to use their personal vehicle to transport clients and/or volunteers to and from various locations shall have the appropriate automobile insurance. The Agency agrees to provide \$100.00 per year, toward the cost of insurance premiums, upon confirmation of the employee having the 6A endorsement (or equivalent requirement). It is the employee's responsibility to obtain such insurance in accordance with this article, to remit premiums to their insurer and to maintain active coverage at all times. The Agency will not accept any responsibility for employees who fail to do so.

Employees should obtain permission in advance to ensure they are required by the Employer to use their personal vehicle for work purposes outlined above and in accordance with this article.

20.06 Out of Town Per Diem

Employees travelling on official business for the Employer shall be provided a meal per diem to a maximum of seventy dollars (\$70.00) per day, according to the following breakdown:

Breakfast	\$15
Lunch	\$20
Dinner	\$35

An employee may request such funds in advance. Should an employee be away for less than one full day, the per diem maximum will be pro-rated to the relevant meal.

Employees are required to submit receipts for any meal purchases.

20.07 Child Care Allowance

Where travel is required, request for reimbursement of child care expenses may be permitted under the following circumstances:

- a) if travel is occasional or unexpected, and,
- b) if the employee incurs expenses above and beyond the usual costs for child care as a direct result of travel.

In these situations, employees may be reimbursed for actual costs up to a daily maximum of forty dollars (\$40.00) per day.

Prior approval for reimbursement of child care expenses in accordance with this Article is required, as well as a written explanation of the circumstances. A receipt must also be submitted as proof of expense.

Childcare costs may be claimed for a child under the age of twelve (12) who resides with the traveller on a full-time basis and relies on the traveller for care. Where an overnight stay is required, childcare costs may be claimed for a child under the age of fifteen (15).

An employee will also be eligible for the Child Care Allowance in accordance with this Article where an employee is required to work, and the employee would not normally pay for the child care for a given time period as a direct result of such work.

20.08 Cellular Telephones

The Employer shall provide a cellular phone to all employees requiring it in the performance of their duties. Personal use of such telephones shall be permitted, provided such personal use does not cause the Employer to incur additional costs. Allocation of cellular phones shall be at the sole discretion of the Employer.

20.09 Professional Fees

The Employer shall pay annual professional fees/dues for registered staff to remain in good standing with their designated regulatory colleges. Furthermore, the Employer shall reimburse employees for the cost of malpractice insurance related to the performance of their duties under their regulatory college.

All registered staff must become and remain a member in good standing with their respective regulatory college(s) as a condition of continued employment. It is understood that it is the registered staff member's sole responsibility to meet and adhere to any and all standards as prescribed (e.g., act within their scope of practice, act in accordance with the colleges standards of practice, ensure clinical supervision requirements are met, etc.).

20.10 Professional Development

- a) Where the Employer has allocated professional development monies in any given year and where employees wish to advance their work-related education for their own professional development in a field related to their employment, the Employer may, whenever possible and as equitably as possible, make professional development monies available to employees. Employees must meet the criteria and eligibility requirements as set by the Employer's policy and approval will be at the discretion of the Employer. Such approval and discretion will be reasonable and fair.
- b) Any training, conference, workshop, or job-related course must relate to the employee's position with the Employer and be beneficial to the organization.
- c) If a conference or workshop takes place on a holiday or weekend, the employee must request flex time and where possible flex their schedule to avoid the need to request to incur overtime. Approval from the Executive Director (or designate) is required in advance for flexing an employee's schedule and/or to incur overtime.

ARTICLE 21 – HEALTH AND WELFARE BENEFITS

21.01 Master Policy

Upon request, the Union shall be provided with a current copy of the Master policy of all insured benefits.

21.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

21.03 Life Insurance and AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums to provide all eligible employees with a Life Insurance and Accidental Death and Dismemberment (AD & D) policy coverage equal to one times (1x) an employee's annual earnings for the most recently completed calendar year.

21.04 Extended Health Care and Dental Benefits

Prescriptions	80%
Dental	80%
Paramedical	\$800.00 each calendar year, per service
Vision	\$300 every 24 months

The Employer will cover 100% of the employee's eye exam once every 24 months.

21.05 Payment of Premiums

The Employer shall pay eighty percent (80%) of the benefit premiums for single coverage.

Employees shall pay twenty percent (20%) of the benefit premiums and one hundred percent (100%) of the LTD premium.

21.06 The specific coverage under the plan(s) and the receipt of benefits from the plan(s) shall be in accordance with the terms and conditions of the plan(s) and shall not constitute part of this agreement.

21.07 Eligibility

All full-time employees are eligible to join the group benefit plan following successful completion of the probation period.

21.08 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- a) While on paid leave of absence or Family Medical Leave.
- b) While on pregnancy and parental leave as required by the *Employment Standards Act*.

- c) While receiving WSIB benefits for injury while in the employ of the Employer for up to twenty-four (24) months from the date of the injury.
- d) While absent due to illness.

21.09 All part-time employees contracted to work more than 21 hours per week annually shall receive an allowance equivalent to four percent (4%) of the employee's regular wage rates in lieu of participation in the employee group benefit plans set out in Article 21.

ARTICLE 23 – GENERAL

23.01 Bulletin Board

The Employer shall provide a locked bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars, or Union activities.

23.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for proofreading within ninety (90) days of ratification and all parties shall endeavour to sign within twenty-five (25) business days of final approval of the draft. The Union shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

23.03 Gender Neutral Language

Where this collective agreement uses a feminine or masculine pronoun, the language shall be amended to be gender neutral. Where the singular is used, it may also be deemed to mean plural where the context so requires.

ARTICLE 24 – GREATER BENEFIT

24.01 It is understood that legislation can be amended from time-to-time. Therefore, should any legislation be enacted which would provide a greater right or benefit to employees than those provided for in this Collective Agreement, the greater rights and benefits in the legislation shall prevail.

ARTICLE 25 – RETROACTIVITY

25.01 Increases to the salary schedule shall be retroactive to August 1, 2023.

All retroactivity shall be paid to employees on a separate cheque within thirty (30) days of ratification.

ARTICLE 26 – TERM OF AGREEMENT

26.01 Effective Date

The term of this Agreement shall be from August 1, 2023 to July 31, 2026 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

26.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Agreed to, in North Bay, Ontario, on this 1st day of May, 2024.

FOR THE UNION

Amy Gendron
Amy Gendron (May 1, 2024 13:32 EDT)

Saskia
Saskia Hildebrandt (May 4, 2024 11:34 EDT)

MD
Meagan Deutekom (May 3, 2024 09:57 EDT)

Ashley Di Benedetto

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FOR THE EMPLOYER

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Yvonne Boomhour (May 5, 2024 19:05 EDT)

Richard
Richard Procnier (May 3, 2024 12:10 EDT)

APPENDIX A – JOB DESCRIPTIONS

**The Union would like to review the job descriptions with the Employer within six (6) months of ratification of this agreement.

SCHEDULE A

Position	August 1, 2023 2%	August 1, 2024 2%	August 1, 2025 2%
HEP C Treatment Nurse (NP)	\$84,253.80	\$85,938.88	\$87,657.65
HEP C Treatment Nurse (RN)	\$66,224.25	\$67,548.73	\$68,899.71
HEP C Psycho-Social Support Coordinator 1 (BSW/MSW)	\$54,083.14	\$55,164.80	\$56,268.09
HEP C Psycho-Social Support Coordinator 2	\$49,668.19	\$50,661.55	\$51,674.78
HEP C Community Resources Coordinator	\$48,564.45	\$49,535.74	\$50,526.45
HEP C Outreach Worker	\$41,942.02	\$42,780.86	\$43,636.48
HEP C Medical Assistant (PT)	\$23,178.49	\$23,642.06	\$24,114.90
HIV Education and Outreach Coordinator	\$52,975.50	\$54,035.01	\$55,115.71
HIV Support Services Coordinator	\$48,758.71	\$49,733.88	\$50,728.56
Women and HIV/AIDS Community Development Coordinator	\$42,493.89	\$43,343.77	\$44,210.65
Community Resources and Communications Coordinator	\$41,942.02	\$42,780.86	\$43,636.48
Office Administrator	\$41,390.16	\$42,217.96	\$43,062.32
Harm Reduction Outreach Worker	\$41,942.02	\$42,780.86	\$43,636.48
Harm Reduction Outreach Worker-Mobile (FT)	\$41,942.02	\$42,780.86	\$43,636.48
Harm Reduction Outreach Worker (PT) *	\$33,548.86	\$34,219.84	\$34,904.23
Harm Reduction Outreach Worker-Mobile (PT)*	\$33,548.86	\$34,219.84	\$34,904.23
Contact Peer Outreach (PT)*	\$21.43/hr	\$21.86/hr	\$22.30/hr
New Horizons 2SLGBTQ+ Senior's Program Coordinator	\$45,380.08	\$46,287.68	\$47,213.43
Safer Spaces Program Coordinator	\$45,380.08	\$46,287.68	\$47,213.43
Housing Unit Stability and Recovery (HUSR) Case Coordinator	\$45,390.00	\$46,297.80	\$47,223.76
Peer Engagement Coordinator	\$42,983.82	\$43,843.50	\$44,720.37
Cleaner	\$20.20/hr	\$20.60/hr	\$21.02/hr

*Harm Reduction Outreach Worker (Part-Time, 28 hours per week maximum)

*Harm Reduction Outreach Worker-Mobile (Part-Time, 28 hours per week maximum)

*Contract Peer Outreach (Part-Time, not to exceed 742 hours per annum)

Effective the date of ratification, the Employer will pay a one-time signing of five hundred (\$500.00) dollars for Full-time staff and two hundred and fifty (\$250) dollars for Part-time staff.

Effective March 31, 2025, the Employer will pay a retention bonus of three hundred (\$300.00) dollars for Full-time staff and one hundred and fifty (\$150) dollars for Part-time staff.

LETTER OF UNDERSTANDING

BETWEEN

AIDS Committee of North Bay and Area

AND

CUPE and its Local 4720-04

RE: Exploration of Potential Participation in a Pension Plan

The parties agree that preparation for retirement is a concern for employees. Therefore, it is agreed that the parties will meet within three (3) months of ratification of this agreement to review and discuss.

Agreed to, in North Bay, Ontario, on this 1st day of May, 2024.

FOR THE UNION

Amy Gendron
Amy Gendron (May 1, 2024 13:32 EDT)

Saskia
Saskia Hildebrandt (May 4, 2024 11:34 EDT)

MD
Meagan Deutekom (May 3, 2024 09:57 EDT)

Ashley Di Benedetto

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Richard
Richard Procunier (May 3, 2024 12:10 EDT)

LETTER OF UNDERSTANDING

BETWEEN

AIDS Committee of North Bay and Area

AND

CUPE and its Local 4720-04

Re: Additional Funding

The Employer will notify and participate in discussions with the Union in the event of additional funding from the Ontario Ministry of Health or Public Health Agency of Canada (PHAC) that can permissibly be used to improve wages or benefits. The Employer, at its discretion, may apply part of or all of such funding to wages/benefits.

The Employer agrees that subject to any conditions set by the Ontario Ministry of Health or PHAC, any additional monies clearly directed specifically towards wages and/or benefits for bargaining unit employees will be applied to the relevant position on the salary grid, Schedule A.

Agreed to, in North Bay, Ontario, on this 1st day of May, 2024.

FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

AIDS Committee of North Bay and Area

AND

CUPE and its Local 4720-04

Re: Workload

The Employer and the Union recognize that workload can fluctuate from time to time based on client service demands. The Employer will work with employees to ensure workload is prioritized.

In accordance with Article 7.05, workload complaints and/or concerns shall first be addressed with the employee's immediate supervisor and/or manager to give the Employer the opportunity to address and rectify the employee's complaint.

If the employee's complaint and/or concern remain unresolved, the employee can ask to have their complaint and/or concern discussed at the Labour Management Committee.

Any employee who makes a complaint and/or concern in writing shall have the right to attend the Labour Management Committee meeting where their complaint and/or concern will be heard. Such employees shall not lose regular earnings for time spent attending this Labour Management Committee Meeting and will be in addition to the regular union representative in attendance.

Agreed to, in North Bay, Ontario, on this 1st day of May, 2024.

FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

AIDS Committee of North Bay and Area

AND

CUPE and its Local 4720-04

Re: Folks HR

The Employer agrees to have the Folks HR system implemented and working within sixty (60) days of ratification. The system will reflect all up-to-date time off in real time (i.e. lieu time, personal days, health time and vacation time).

Agreed to, in North Bay, Ontario, on this 1st day of May, 2024.

FOR THE UNION

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LETTER OF UNDERSTANDING

BETWEEN

AIDS Committee of North Bay and Area

AND

CUPE and its Local 4720-04

Re: Work from Home

Within nine (9) months of the ratification of this agreement, the Employer will determine if any classifications are suitable for work from home. The Employer will review its findings with the Union if any classifications are eligible, then a policy will be created.

Agreed to, in North Bay, Ontario, on this 1st day of May, 2024.

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