

COLLECTIVE AGREEMENT

Between

MAGGIE'S TORONTO SEX WORKERS ACTION PROJECT

(Hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 7797.05

(Hereinafter referred to as the "Union")

Expiry Date: April 30, 2026

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ARTICLE 1 – PURPOSE

- 1.01** The purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Employer and those employees covered by this Agreement with the Union to secure prompt and fair disposition of grievances, to eliminate interruption of work and to promote to the fullest extent possible, efficient and economical operation of the Employer's business and to maintain fair wages, hours and working conditions for the said employees, as set out in this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01** The Employer recognizes the Union as the exclusive collective bargaining agent for all employees of Maggie's Toronto Sex Workers Action Project, save and except persons who exercise managerial functions or who are employed in a confidential capacity in matters related to labour relations.
- 2.02** Employees not covered by the terms of this Agreement will not perform duties normally assigned to employees who are covered by this Agreement, except for the purposes of training, instruction, relief during breaks, emergencies, or where qualified bargaining unit employees are not available. For clarity, nothing in this article is intended to preclude the Employer from hiring a temporary employee on a special project, or to back-fill for a permanent employee who is on an approved leave of absence, in accordance with Article 3.05.
- 2.03** Persons hired on a casual basis to deal with irregular work needs, or short-term absenteeism shall not be considered members of the bargaining unit or covered by the terms of the collective agreement. A casual employee is an employee without regular ongoing schedule who is employed on an ad hoc basis.

ARTICLE 3 – DEFENITIONS

- 3.01** The term "employee" as used in this Agreement shall mean those employees who are included in the bargaining unit. The terms "they", "them", or "their" used in this Agreement shall be understood to include all genders.
- 3.02** A "full-time employee" is one who has successfully completed the probationary period and is regularly scheduled to work twenty-one (21) hours per week or more.
- 3.03** A "part-time employee" is one who has successfully completed the probationary period and is regularly scheduled to work less than twenty-one (21) hours per week, as averaged over a representative twelve (12) week period.
- 3.04** Full-time and part-time employees are considered permanent employees upon ratification of this Agreement.

- 3.05** A “temporary employee” is an employee hired from outside of the bargaining unit who is employed for less than six (6) months on a special project, or to back-fill for a permanent employee who is on an approved leave of absence per the provisions of this Agreement. Temporary employees are not covered by the terms of this Agreement.

For clarity, a permanent employee who accepts a temporary assignment does not become a temporary employee but rather retains their regular status.

ARTICLE 4 – UNION SECURITY

- 4.01** The Employer shall deduct from each month’s pay of each employee, starting with the pay period nearest to the effective date of this Agreement, an amount equivalent to such union dues and initiation fees as may be designated by the Union from time to time. The Employer agrees that it will remit the total amount of such deductions to the Union, not later than the fifteenth (15th) day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names of those employees for whom deductions have been made.
- 4.02** The Employer agrees to include the annual total of dues deducted on each employee’s T-4 slip.
- 4.03** The Union will advise the Employer in writing of the amount of its dues and initiation fees. The amounts so advised shall continue to be deducted until changed by further written notice to the Employer.
- 4.04** The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any and all claims made against the Employer by any employee or group of employees arising out of the deduction of Union dues as herein provided.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01** The Union acknowledges that all management rights are vested exclusively with the Employer and, without limiting the generality of the foregoing, it is the exclusive right of the Employer, except as specifically modified by the terms of this Agreement to:
- (a) maintain order, discipline and efficiency, and in connection therewith to establish and enforce reasonable policies, rules and regulations which will not be inconsistent with the terms of this Agreement;
 - (b) determine qualifications, hire, transfer, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause;

- (c) establish and administer tests to the extent required to ensure an employee is qualified for a position in the workplace, excluding any form of medical tests unless otherwise allowed under the Ontario *Human Rights Code*;
- (d) determine the location of operations, and their expansion or their curtailment, sub-contracting of work, the schedules of operations, the number of shifts, change, combine or abolish job classifications, determine the qualifications of any bargaining unit employee to perform any particular job, determine equipment or tools used and to introduce new or improved methods of providing service, and determine financial policies, including general accounting procedures.
- (e) execute its programs in all respects in accordance with its commitments and responsibility with regard to fulfilling its objectives.

5.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of the Agreement constitute the only limitations upon the Employer's rights.

ARTICLE 6 – NO DISCRIMINATION

- 6.01** The Employer and the Union agree that there shall be no discrimination on the basis of any of the grounds outlined in the Ontario *Human Rights Code*, as amended from time to time.
- 6.02** There shall be no discrimination or harassment practised or permitted by reason of an employee's membership or activity in the Union.

ARTICLE 7 – NO STRIKES AND LOCKOUTS

- 7.01** The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" are as defined in the Ontario *Labour Relations Act, 1995*, as amended from time to time.

ARTICLE 8 – UNION REPRESENTATION

- 8.01** The Employer agrees to recognize two (2) stewards elected or appointed by the Union to carry out the duties and responsibilities properly arising in labour relations matters between the parties.

8.02 The Union will inform the Employer, in writing, of the names of the stewards and any subsequent changes in the names, and the Employer will not be required to recognize such stewards until notification from the Union has been received.

8.03 The Union acknowledges that the stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their immediate supervisor, which shall not be unreasonably withheld. When resuming their regular duties, they shall report to inform their immediate supervisor of their return.

8.04 An Employee shall have the right to request a union representative be present in investigatory meetings, or where discipline may be imposed, or during any meeting under the grievance procedure.

Meetings involving grievances or complaints shall be at times agreed to between the Union and the Employer. An employee whose participation is necessary at a meeting arranged between the Employer and the Union who attends such a meeting during their normal working hours shall be paid at their regular hourly rate of pay during the period of attendance at the meeting, as shall the Steward who is authorized to represent the grievor.

8.05 Negotiating Committee

The Employer agrees to recognize the negotiating committee comprised of three (3) representatives to be elected or appointed from amongst the employees in the bargaining unit for the purpose of negotiating the renewal of this Agreement, plus the CUPE National Representative and the President of the Local, should she not be a member of the bargaining unit. The three (3) employee representatives shall receive paid time off for one (1) preparation day and for all days of face-to-face negotiations with the Employer for the bargaining of each collective agreement.

8.06 Labour Management Committee

The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote good, constructive and harmonious relations. Accordingly:

(a) The parties agree that a joint consultation committee to be known as the Labour Management Committee composed of not more than two (2) representatives from the Union and two (2) representatives of the Employer shall be used as a forum for discussion on matters of mutual interest governed by the terms and conditions of employment as set out in this Agreement. With mutual agreement other parties may also attend such meetings.

(b) The Committee shall meet quarterly, or more frequently as agreed.

- (c) While the Committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.
- (d) The Committee will not engage in matters that are the subject of grievances.
- (e) The Committee will have the following standing items:
 - 1. Report from meetings of the Board
 - 2. Provision of services and roles and responsibilities thereof
 - 3. Programming ideas, activities and events planning
- (f) Upon request from the Local, a union representative shall be permitted to attend Board meetings.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01** It is the mutual desire of the parties hereto that complaints and grievances shall be adjusted as quickly as possible.
- 9.02** An employee having a complaint shall first give their Supervisor an opportunity to resolve the condition causing the complaint before lodging a formal grievance. The employee shall have the assistance of their Steward when taking up a complaint with their Supervisor.
- 9.03** A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement. All time limits specified in this Article may be extended by mutual consent of the parties in writing, and such consent will not be unreasonably denied. Otherwise, all time limits in this Article are mandatory.

Employee grievances shall be dealt with as follows:

Step One: The Union, on behalf of the employee, may file a grievance with the Employer by providing a written grievance form to the employee's Supervisor within ten (10) calendar days of the complaint being brought to the Supervisor's attention. The Supervisor shall give their answer, in writing, to the grievor within ten (10) calendar days after the grievance is received by the Supervisor. The grievance shall identify the nature of the grievance, the provisions of the Agreement which are alleged to have been violated, the relief sought, and be signed by the employee and the Union steward.

Step Two: If the Supervisor fails to give their answer to the grievance within the time limits set forth in Step One, or if the answer is unsatisfactory, the grievor or Steward may, within five (5) calendar days, take the grievance to the

Executive Director or designate. The Executive Director or designate shall hold a meeting with the grievor and their Union representative within ten (10) calendar days of receipt of the grievance at Step 2. The Executive Director or designate shall give the grievor and Steward a decision in writing within five (5) calendar days of the meeting at Step 2.

Step Three: If the Executive Director or designate fails to give their written answer to the grievance within the time limits set forth in Step Two, or if the answer is unsatisfactory, the Union may forward the matter to arbitration.

- 9.04** Where more than two (2) employees wish to file a grievance arising from the same circumstances, and each employee would be entitled to grieve separately, such grievances may be filed at Step Two, as a group grievance no later than ten (10) calendar days after the employees or the Union became aware of the grievance.
- 9.05** A grievance of a general nature or dispute over an alleged violation of the Agreement may be initiated by the Union or the Employer as a policy grievance, at Step Two of the grievance procedure, omitting Step One, but in any event no later than ten (10) calendar days after the Union or Employer became aware of the grievance.
- 9.06** A grievance by an employee that they have been harassed by their Supervisor contrary to Ontario's *Occupational Health and Safety Act* or *Human Rights Code* may be initiated at Step Two of the grievance procedure, omitting Step One, sixty (60) calendar days after the employee became aware of the grievance.
- 9.07** A claim by an employee who has completed their probationary period that they have been disciplined, suspended, or discharged without just cause, shall be the proper subject for a grievance which may be filed commencing at Step Two of the Grievance Procedure within ten (10) calendar days after the employee has received the disciplinary notice.
- 9.08** Any letter of reprimand, suspension or other sanction shall be removed from the record of an employee two (2) years following receipt of such letter, suspension or other sanction, provided there is no further discipline during that period.

ARTICLE 10 – ARBITRATION

- 10.01** Failing settlement under the grievance procedure, the grievance may be referred to arbitration. If arbitration is to be invoked, a written request for arbitration must be given to the other party within fifteen (15) working calendar days of the deadline for the Executive Director or designate's response at Step 2 of the grievance procedure.
- 10.02** When either party requests that a grievance be submitted to arbitration, it shall be before a single arbitrator. If the parties fail to agree upon an arbitrator, the arbitrator shall be

appointed by the Office of Arbitration of the Ministry of Labour for the Province of Ontario.

- 10.03** Each of the parties shall pay one-half (½) of the fees and expenses, if any, of the arbitrator.
- 10.04** No person may act as an arbitrator who has been directly involved in attempts to negotiate or settle a grievance, unless agreed upon by the parties.
- 10.05** The decision of the arbitrator shall be final and binding to both parties of this Agreement.
- 10.06** 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.
- 10.07** No matter may be submitted to arbitration that has not been properly carried through all previous steps of the grievance procedure. It is agreed that any time limits referred to in this Agreement within which any procedure is required to be taken or notice is required to be given shall be calculated exclusive of Saturdays, Sundays and statutory holidays. All time limits specified in this Agreement may be extended by mutual consent of the parties in writing. Otherwise, all time limits are mandatory.

ARTICLE 11 – SENIORITY, LAYOFF AND RECALL

- 11.01** Newly hired employees shall be considered to be probationary employees for a period of three (3) months worked from the date of hire. A probationary employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Employer in its sole discretion. The termination of employment of a probationary employee shall not be the subject of a grievance unless the termination was arbitrary, discriminatory or in bad faith.
- 11.02** Upon completion of the probationary period, an employee's name will be placed on the seniority list.
- 11.03** Seniority shall be the total number of hours worked in the bargaining unit dating from the employee's last date of hire with the Employer and shall include service with the Employer prior to the certification or recognition of the Union.

Employees will be credited with one (1) year of seniority for every one thousand forty (1,040) hours worked. However, no employee shall accrue more than one (1) year of seniority within one (1) year, regardless of the number of hours worked. Only non-

overtime hours worked will be considered in calculating seniority. Seniority will be pro-rated for employees who have worked less than one thousand forty (1,040) hours.

The Employer shall post an updated seniority list twice per year and forward a copy to the Union.

- 11.04** Where an employee is absent from work due to any of the conditions under Article 11.08, seniority for the purposes of that article shall be determined by multiplying the employee's normal weekly hours by the number of days/weeks the employee is absent. For clarity, only non-overtime hours worked will be considered in calculating seniority.
- 11.05** If a reduction in workforce is necessary, probationary employees in the affected classifications shall be laid off first. If a further reduction in the workforce is necessary, employees with the least seniority in the affected classification shall be laid off next.
- 11.06** An employee, other than a probationary employee, who is laid off shall have recall rights for a period of eighteen (18) months from the date of layoff.
- 11.07** The Employer shall recall laid off employees by seniority. Recall shall be made by email and by registered mail to the last address on record with the Employer. It is the sole responsibility of the laid off Employee to supply the Employer with their correct email and registered mailing address, and any changes that occur.

The Employer's obligation to recall under this clause shall be fulfilled if the employee refuses recall or fails to respond to their recall within seven (7) calendar days (exclusive of Saturdays, Sundays and Paid Holidays) after notification of recall has been sent by email and sent-by registered mail.

- 11.08** Employees shall accumulate seniority under any of the following conditions:
- (a) While in receipt of pay from the Employer;
 - (b) During the first thirty (30) days of any leave;
 - (c) While on Pregnancy and/or Parental leave;
 - (d) During the first eighteen (18) months when they are prevented from performing their work for the Employer by reason of illness or injury;
 - (e) During the first eighteen (18) months of any absence due to layoff.

- 11.09** An employee shall lose all seniority and their employment shall be deemed to be terminated if the employee:
- (a) Resigns or retires, with the exception that an Employee may rescind their resignation or retirement within 24 hours no more than one (1) time during the course of their employment;
 - (b) Is discharged for just cause and is not reinstated pursuant to the grievance or arbitration procedures as provided in this Agreement;
 - (c) Absent from work without a reasonable excuse for more than four (4) consecutive days for which the Employee was scheduled to work;
 - (d) Is absent from work for more than eighteen (18) months by reason of layoff; or
 - (e) Fails to report for work within seven (7) days after a layoff or leave of absence in accordance with the provisions of this Agreement.

11.10 Notice and Severance Pay

In respect of notice of layoff and severance pay, the Employer agrees to comply with the terms of the Ontario *Employment Standards Act, 2000*.

ARTICLE 12 – POSTING AND FILING VACANCIES

12.01 Where the Employer decides to fill a vacancy or a new position is created, the Employer shall:

- (a) Email a digital notice of the vacancy to bargaining unit members; and
- (b) Post a copy of the vacancy on the union bulletin board.

The vacancy shall be posted for a period of ten (10) working days, with a digital or electronic copy to the Union.

12.02 The Employer affirms its commitment to establishing equal opportunities of employment and to create an environment that is free of discrimination in accordance with Ontario's *Human Rights Code*.

In filling vacancies, the Employer will consider operational requirements and the knowledge, qualifications, experience, skill and ability of the applicant to perform the normal requirements of the posted position. The assessment shall be informed by principles of employment equity. For the purposes of this Article, employment equity means:

- i. Creating an equitable and diverse workplace;
- ii. Eliminating recruitment, selection, promotion or training practices that have the effect of being discriminatory; and
- iii. Removing barriers to employment for historically disadvantaged groups.

The parties agree to establish a joint Employment Equity Committee shall be struck in accordance with the Letter of Understanding "A", attached to and forming part of in this Agreement. The joint Committee will establish guidelines for achieving employment equity in the workplace.

(a) Internal Candidates

Employees in the bargaining unit who apply for the posting will be considered first and students who have performed work for the Employer will be considered second. No outside applicant shall be considered for a job vacancy until all internal applicants and students have been assessed. Where candidates are relatively equal based on the Employer's evaluation criteria, seniority will govern.

(b) External Candidates

If no internal candidates apply for or are qualified for the position, the Employer may hire an external candidate. The Union shall be represented on a joint Hiring Committee for external applicants to the bargaining unit, and their recommendations noted. The Hiring Committee may include up to two (2) employees elected or appointed from amongst the bargaining unit. For clarity, bargaining unit employees will not be involved in the final decision of whether to hire an external candidate.

12.03 Trial Period

An employee who is successful in any job competition shall be placed on a trial period of twenty (20) shifts during which time the employee may request to be returned to their former position, or the Employer may return the employee to their former position if their performance is unsatisfactory in the opinion of the Employer.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01 Hours of Work

A work week is defined as 35 hours for the purposes of calculating full days in this Agreement.

The Employer will provide at least four (4) weeks' notice before making significant modifications to an employee's regular schedule. The Employer is not obligated to provide such notice with respect to temporary or sporadic modifications in an employee's schedule.

13.02 Assignment of Work

Assignment of work to employees is based on expertise, suitability, an employee's interest in the subject matter, and operational/client needs. Taking into account these factors, work is assigned as equally as possible among the employees in any classification.

13.03 Overtime

- (a) Overtime shall be defined as time spent on the Employer's business in excess of eighty-eight (88) hours averaged over each two (2) week pay period.
- (b) All overtime must be approved in advance by the Executive Director (or designate) before it is worked.
- (c) Where an employee works beyond their regularly scheduled hours of work but less than eighty-eight (88) hours in a two (2) week pay period, the employee will be compensated with time off (lieu time) at the rate of one (1) hour of lieu time for each one (1) hour of work.
- (d) Where an employee works beyond eighty-eight (88) hours in a two (2) week pay period, the employee will be compensated with time off (lieu time) at the rate of one and one-half (1 ½) hours of lieu time for each one (1) hour of work.
- (e) Employees shall not accumulate more than 14 hours of lieu time at any given time. Accumulated lieu time must be taken within 90 days of accumulation. Anything over these limits shall be paid out in the next pay period.

13.04 Assignments shall be provided not less than two (2) weeks in advance of the date of the assignment wherever possible.

ARTICLE 14 – PAID HOLIDAYS

14.01 All employees shall be entitled to receive public holiday pay consistent with the provisions of Ontario's *Employment Standards Act, 2000* for the following holidays, if not worked:

New Year's Day	Labour Day
Family Day	August Civic Holiday
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

14.02 The employee has no entitlement to receive public holiday pay as articulated in Article 14.01 if the employee fails, without reasonable cause, to work all of the employee's last regularly scheduled day of work before the public holiday or all of the employee's first regularly scheduled day of work after the public holiday.

14.03 Should any of the holidays enumerated in Article 14.01 above fall on a Saturday or Sunday, the Monday following shall be observed unless there is a mutual agreement of the parties to observe another day.

14.04 An employee who is required to work on any of the aforementioned holidays may elect to receive either:

(a) In addition to their entitlement set out in Article 14.01 above, premium pay at the rate of time and one-half (1½) of the employee's regular hourly rate for all hours worked on the holiday; or

(b) Their regular rate for all hours worked on the holiday, plus an additional day off (i.e., substitute holiday) with public holiday pay.

14.05 Holiday Shutdown

On dates to be determined by the Employer in December/January of each year, the Employer's offices shall be closed for a period of two (2) weeks covering Christmas Day, Boxing Day and New Year's Day. The holiday shutdown shall not cause any employee to lose pay.

ARTICLE 15 – VACATION

15.01 Full-time and part-time employees will receive paid vacation time in accordance with the following:

Years of Continuous Service as of Anniversary Date	Vacation Time	Vacation Pay
Less than 5 years	2 weeks	4% of regular hourly rate
5 years or more	3 weeks	6% of regular hourly rate

Vacation time and vacation pay will accrue on a bi-weekly basis.

15.02 In addition to Article 15.01, all full-time and part-time employees will be entitled to ten (10) days of vacation with pay, per calendar year, which are not accrued.

15.03 Vacation pay shall be based on each employee's regular rate of pay effective immediately prior to the vacation period.

15.04 Probationary employees earn vacation time after their date of hire but shall not be permitted to take vacation until the probationary period has been successfully completed.

15.05 Employees may request vacation with two (2) weeks notice. The Employer will endeavour to accommodate an employee's request for a vacation period, subject to operational requirements. The Employer shall respond to all vacation requests within seven (7) calendar days of the request. Where two or more individuals request the same vacation period on the same day and this cannot be accommodated, vacation will be granted on a first request, first approved basis.

15.06 Vacations may be carried over from one year to the next upon mutual agreement by the employee and the Employer.

ARTICLE 16 – LEAVES OF ABSENCE

16.01 Pregnancy and Parental Leave

Pregnancy and Parental leave will be provided in accordance with the *Employment Standards Act, 2000*, as amended, except as amended by this Agreement:

(a) Pregnancy Leave

A pregnant employee who has completed at least thirteen (13) weeks of employment prior to the expected date of birth will be eligible for pregnancy leave.

The employee shall provide the Employer with the Certificate of a legally qualified medical practitioner stating the expected birth date at least two (2) weeks in advance of the date of commencement of a pregnancy leave.

The Employer agrees to continue benefit coverage for eligible employees under Article 17 up to a maximum period of seventeen (17) weeks for pregnancy leave. Benefit coverage is subject to the respective terms and conditions of the particular policies of insurance in effect from time to time with the insurer, including any enrolment requirements.

Seniority, service, including service for vacation entitlement, continues to accrue during pregnancy leave.

The employee shall provide the Employer with at least four (4) weeks' notice of their intention to return to work. The Employer will make best efforts to contact the employee to remind them of this obligation with two weeks' notice.

(b) Parental Leave

An employee who becomes a new parent and who has completed at least thirteen (13) weeks of employment before the leave is to begin will be eligible for a parental leave.

The employee must provide the employer with at least two (2) weeks' written notice in advance of the date of commencement of a parental leave.

The Employer agrees to continue benefit coverage for eligible employees under Article 17 up to a maximum period of thirty-five (35) weeks for parental leave. Benefits coverage is subject to the respective terms and conditions of the particular policies of insurance in effect from time to time with the insurer, including any enrolment requirements.

Seniority, service, including service for vacation entitlement, continues to accrue during parental leave.

The employee shall provide the Employer with at least four (4) weeks' notice of their intention to return to work. The Employer will make best efforts to contact the employee to remind them of this obligation with two weeks' notice.

16.02 Bereavement Leave

Bereavement will be granted by the Employer to all employees covered by this Agreement on the following basis:

- (a) In the event of the death of an employee's spouse, child, parent, brother, sister or stepchild, father-in-law, mother-in-law, son-in-law, sister-in-law, daughter-in-law, grandparent, aunt, uncle, niece, nephew, or person to whom the employee has a

- close personal relationship with, the Employer, at the request of an employee, will grant a leave of absence without loss of pay for a maximum period of ten (10) working days immediately following the date of notification to the employee of the death of the individual.
- (b) In the event the funeral/memorial service of the deceased is held at a later date, the bereaved employee may choose to retain a portion of their entitlement in 16.02(a). Where a bereaved employee is required to travel in excess of two hundred and fifty (250) kilometres to attend the funeral/memorial service of the deceased, the employee may request and be granted two (2) additional days of leave without loss of pay to attend the service. It is understood that the Employer may require the employee to provide proof of attendance at the funeral/memorial service.
- (c) It is understood that a bereaved employee may request and be granted additional time off, without pay, for the purpose of travel and other matters related to the estate of the deceased.
- (d) The Employer, at its discretion, may grant an employee bereavement leave of up to one (1) working day without loss of pay in the event of the death or serious illness or injury of a service user or member of the community.
- (e) The Employer, at its discretion, may grant an employee bereavement leave of up to one (1) working day without loss of pay, per calendar year, in the event of the death of their pet.

Employees shall be credited with Bereavement Leave on the basis of those days actually scheduled at work in the above noted time periods.

Bereavement pay will be based on the actual hours scheduled for the days missed.

16.03 Jury/Witness Duty

- (a) If an employee is required to serve as a juror in any court of law, or is subpoenaed as a witness in a court proceeding, the employee shall not lose regular pay because of such attendance, provided that the employee:
- i. Informs the Employer immediately upon being notified that the employee will be required to attend court;
 - ii. Presents proof of court services requiring the employee's attendance; and

- iii. Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and any official receipt thereof.

- (b) An employee, who is subpoenaed in a matter related to work duties, shall be paid the wages they would have received during this period computed on the basis of their regular number of straight time hours of work at the then current rate of pay. The employee agrees to reimburse the employer for any monies received as a result of this witness duty.

16.04 Extended Personal Leave

The Employer, at its discretion, may grant a leave of absence without pay to employees who have completed their probationary period if the employee requests it in writing and the request does not unreasonably interfere with the efficient operation of the Employer. Such leave shall be for stated periods and shall not exceed six (6) months, unless both the Union and the Employer mutually agree otherwise.

Application for a leave of absence shall be submitted in writing as soon as possible before the leave is required. The application must specify clearly the reason for the leave. If approved, the employee will receive notification of approval in writing.

16.05 Sick Leave

- (a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness of self, spouse, child or dependant, which can include medical appointments.

- (b) An employee may be required to submit a medical certificate with respect to any period of time that the employee is absent due to illness for more than three (3) consecutive shifts. The Employer shall reimburse employees for the cost of any medical certificates required by the Employer.

- (c) Full-time and part-time employees shall be entitled to ten (10) paid sick days per year.

- (d) All employees shall have ten (10) discretionary days per calendar year for health promotion. These days shall not accrue.

16.06 Discretionary Leaves

Reasonable time-off with or without pay or with partial pay as the case may be, may be given for medical, personal or other reasons not provided herein. All such time-off shall be arranged in consultation between the Employer and employee and is subject to operational requirements

16.07 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions 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.

16.08 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

17.01 Benefit booklets shall be made available to employees covered by this Agreement.

17.02 The Employer agrees to pay one hundred percent (100%) of the billed premium cost for the current insured coverage of eligible full-time employees in the active employ of the Employer, subject to the respective terms and conditions of the plan, including any enrolment requirements.

17.03 It is understood and agreed that the Employer is not an insurer as to any insured benefits and that the exact coverage and payment of such benefits is governed by the terms of the particular policies of insurance in effect from time to time with the insurer.

17.04 The Employer reserves the right to change insurers and/or policies provided there is a substantially similar level of benefits in each category. The Union agrees that marginal changes to benefits in a category will not form the basis for a successful grievance.

ARTICLE 18 – HEALTH AND SAFETY

18.01 The Employer and the Union agree to cooperate in the promotion of safe working habits and conditions.

18.02 Health and Safety Committee

The parties agree that it is mutually beneficial to establish and maintain a Health and Safety Committee to discuss workplace health and safety concerns. The Committee will be comprised of one (1) representative from the Employer and one (1) representative selected or appointed by the Union from the bargaining unit. It is agreed that the Committee shall meet at least once every three (3) months. The committee shall maintain minutes of all meetings.

The Committee shall jointly agree on a Terms of Reference.

18.03 The Employer recognizes an employee's right to refuse unsafe work in accordance with the Ontario *Occupational Health and Safety Act*.

ARTICLE 19 – WAGES

19.01 The wages will be as set out in Appendix A, attached to and forming part of this Agreement.

19.02 The parties recognize that the employer has had a practice of providing discretionary bonuses based on its overall financial circumstances and that the employer will endeavour to continue to provide discretionary bonuses to bargaining unit members based on its overall financial circumstances. Nothing in this agreement shall be interpreted in a manner to guarantee that any such discretionary bonus will be available in any given year.

ARTICLE 20 – ALLOWANCES

20.01 Outreach Workers will be provided with an allowance of four hundred dollars (\$400) twice per year, for each year of employment following ratification of this Agreement, which may be put towards the cost of purchasing outreach clothing/equipment (e.g., coat, boots, bag, phone, etc.).

20.02 Public Transit

The Employer will provide at no cost to employees a monthly transit pass for the sole purpose of travelling to and from work locations.

When an employee is travelling on work-related duties after midnight and before 8 am, they shall be reimbursed for the reasonable cost of a taxi or other car service to their home. It is understood this is not applicable to the commute to work.

20.03 Use of Personal Vehicle

- (a) When an employee is authorized to travel on Employer business in their personal vehicle and they will not be reporting to their regular reporting location, they shall be entitled to mileage in the amount of sixty-one cents per kilometre (\$0.61/km) for the travel from their home to such location or the distance between such location and the normal reporting location, whichever distance is shorter. For clarity, employees are not entitled to mileage for their regular commute to and from work.
- (b) Employees are advised that before using their personal vehicle while conducting the Employer's business they should discuss with their insurer the possible need to increase insurance coverage accordingly. By virtue of receiving the above kilometre rate, it is understood that employees are solely responsible for any expenses incurred involving their vehicle while on Employer business (e.g., insurance premiums, license fees, traffic/parking violations, maintenance costs, any repairs or replacement of parts, fuel, lubricants, etc.).

ARTICLE 21 – GENERAL

21.01 Printing of Agreement

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share the cost of printing and distributing sufficient copies of this Agreement to all parties.

21.02 Employees shall be paid by direct deposit.

ARTICLE 22 – PROFESSIONAL DEVELOPMENT

22.01 New employees shall be given orientation training during their first month on staff. The orientation training shall include a copy of the job description, familiarization with the goals of the Employer, the workplace, the clients, the staff and programs, emergency procedures and any specialized information necessary for performance of the job.

22.02 The Employer and the Union will undertake an anti-racism program, including but not limited to:

- a) Mandatory anti-racism training on paid time to be provided within 60 days of ratification for all employees, and annually thereafter, and for all new hires during the probationary period, which shall include a review of the Ontario Human Rights Code Policy on Racism; the trainer to be jointly selected by the union and management;
- b) Identifying opportunities to remove systemic barriers in the organization, including barriers to accessing and retaining employment;
- c) Identifying strategies, tools and actions to combat racism and white supremacy;
- d) Build staff capacity and cultural understanding by providing educational and awareness opportunities for staff and management around anti-racism and anti-oppression work (ARAO);
- e) Develop organizational policies, practices, strategies and implementation plans related to anti-racism and anti-oppression;
- f) Support and promote regular ARAO organizational audits by a third party agreed upon by the committee and management;
- g) Supporting the integration of new staff through the implementation of ARAO training;
- h) Networking and mentoring opportunities and advice to members to contribute their unique experiences and skills to the growth and development of Indigenous, Black and People of Colour members of the Bargaining Unit.

22.03 The Union shall make available access to its resources related to anti-racism training for the purposes of meeting the objectives described in Article 22.02.

22.04 The Employer shall provide for mandatory up-to-date training in CPR and First Aid, harm reduction, Naloxone application, and Crisis Prevention Intervention. Mandatory training will be paid by the Employer and carried out during work hours.

22.05 The Employer will provide opportunities, such as workshops and resource lists, to properly equip employees to carry out the duties of their position.

22.06 Where a position is created that requires specialized training, Maggie's will pay for the cost of training opportunities for internal candidates as needed.

22.07 In addition, the Employer will also promote, and dependent on resources, provide for educational opportunities for growth and development to enable employees to be promoted within the organization.

ARTICLE 23 – TERM OF AGREEMENT

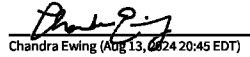
23.01 The term of this Agreement shall be from date of ratification to April 30, 2026. Following the completion of this term, the Agreement shall remain binding for a period of one (1) year unless either party gives to the other written notice of the intention to terminate or amend the Agreement. Such notice will be given at least thirty (30) days but not more than ninety (90) days prior to the expiry of this Agreement.

23.02 It is understood that no terms of this Agreement are retroactive, and the Agreement shall come into effect effective upon ratification.

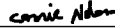
IN WITNESS WHEREOF each of the Parties has caused this Agreement to be signed by its duly authorized officers or representatives this _____ day of _____, 2024.

Maggie's Toronto Sex Workers Action Project

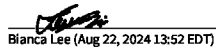


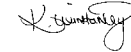

Chandra Ewing (Aug 13, 2024 20:45 EDT)

**Canadian Union of Public Employees
and its Local 7797.05**



Connie Ndlovu (Aug 22, 2024 13:51 EDT)


Bianca Lee (Aug 22, 2024 13:52 EDT)



LETTER OF UNDERSTANDING "A"

BETWEEN

MAGGIE'S TORONTO SEX WORKERS ACTION PROJECT

(the "Employer" or "Maggie's")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEE'S, LOCAL 7797.05

(the "Union")

RE: EMPLOYMENT EQUITY COMMITTEE

Further to the parties' discussions during collective bargaining, the Employer and the Union recognize the need to establish and maintain a joint Employment Equity Committee (the "Committee").

This letter confirms that upon ratification of the Collective Agreement, the Employer will work with the Union to establish the Committee, which will be composed of equal members of Union and Employer representatives.

The purpose of the Committee will be to discuss ways to eliminate systemic barriers for historically disadvantaged groups in the recruitment and selection process at Maggie's, establish guidelines for achieving employment equity, and to ensure that the hiring process is un-biased, objective and fair to all applicants.


Signed this _____ day of _____, 2024.

For the Employer

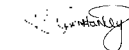


Chandra Ewing (Aug 13, 2024 20:45 EDT)

For the Union



Connie Ndlovu (Aug 22, 2024 13:51 EDT)

Bianca Lee (Aug 22, 2024 13:52 EDT)

APPENDIX "A"

WAGE RATES

Name	Title	Hourly Rate at Ratification	May 1, 2025
Michael Burtch	HIV/Harm Reduction Program Manager	35.70	36.41
Tamar Carter	Ballroom Empowerment Program Manager	35.70	36.41
Willow Langdon	Drop In Coordinator	27.54	28.09
Bianca Lee	Case Worker	27.54	28.09
LiChelle Hurst	Street Outreach and Community Engagement Coordinator	27.54	28.09
Iman Burnham	Street Outreach and Community Engagement Coordinator	27.54	28.09

WAGE INCREASES

Name	Title	Hourly rate at Certification	2021	2022	2023	Current Hourly Rate
Michael Burtch	HIV/Harm Reduction Program Manager	33.30	0	1.7	0	35
Tamar Carter	Ballroom Empowerment Program Manager	33.30	0	1.7	0	35

**WAGE INCREASES
FORMER BARGAINING UNIT MEMBERS**

Name	Title	Hourly rate at Certification	2021	2022	2023
Jenna Hynes	Case Management/Drop In Program Manager	25	2		
Jasbina Misir	Inreach Worker	25	2		
Andrea Werhun	Peer Outreach Worker: Indoor Outreach Development Coordinator	25	2		
Sandra Dougherty	Peer Outreach Worker	25	2		
Susan Humfreys	Peer Outreach Worker	25	2		
Saharla Farrah	Peer Outreach Worker	25	2		
Dani Hebert	Peer Outreach Worker	25	2		