

# **COLLECTIVE AGREEMENT**

**B E T W E E N:**

**THE CANADIAN CENTRE OF GENDER AND SEXUAL DIVERSITY**

**– and –**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2722-06**

**Effective: June 1, 2024 to March 31, 2027**

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## **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to:

- (a) establish and maintain working conditions, hours of work and wages with respect to employees covered by this Agreement;
- (b) foster cooperation and communication, and to improve relations between the Employer and the Union;
- (c) to provide settled and just conditions of employment;
- (d) to treat each other in a fair manner, with dignity, respect and compassion;
- (e) to recognize the mutual value of joint discussions and negotiations in matters relating to working conditions, employment, service, etc.;
- (f) to encourage efficiency in operations;
- (g) to promote morale, well-being, and security of all employees in the bargaining unit; and
- (h) to promote anti-racism, anti-oppression and equity in the workplace.

1.02 This Agreement sets forth the entire Agreement on rates of pay, hours of work and other conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both parties.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union recognizes and acknowledges that the management of the Employer's business and the direction of employees are fixed exclusively with the Employer. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:

- (a) Maintain order, discipline, and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause, subject to the grievance and arbitration procedure provided for in this Agreement, except in the case of termination of a probationary employee;
- (b) Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, and recall;

- (c) Establish job classifications, their reasonable requirements and qualifications, and evaluate employee work performance;
- (d) Determine the location of operations and their expansion or their curtailment, the subcontracting work, and scheduling work.

The Employer agrees that it will not exercise its functions in a manner that is inconsistent with the provisions of this Agreement.

### **ARTICLE 3 - SCOPE AND RECOGNITION**

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive bargaining agent for all employees of the Canadian Centre for Gender and Sexual Diversity, in and out of the city of Ottawa, save and except Managers and persons above the rank of Manager.

### **ARTICLE 4 – DEFINITIONS**

- 4.01 The term “employee” as used in this Agreement shall mean a member of the Bargaining Unit.
- 4.02 A “full-time employee” is any seniority employee who normally works 35 or more hours per week.
- 4.03 A “part-time employee” is any seniority employee who normally works less than 35 hours per week.
- 4.04 A “permanent” employee occupies a position which is ongoing. Permanent positions may be either full-time or part-time and are covered by all terms of this agreement.
- 4.05 A “term” employee is an employee who is hired for a specific fixed period of employment to replace an employee on leave, or for a specific task or special project not to exceed 12 months. At the end of the specified period or the completion of the task, the employee will cease to be employed by the Employer, and the Employer need not give any further notice of termination to the employee.
- 4.06 The word “employee” does not include contractors, volunteers and students that the Employer relies on to support its ongoing operations.
  - (a) Volunteers are persons who donate their time and efforts to the Employer in any way and shall include a person who is assigned to the Employer for the purposes of job or skills training.

- (b) Students are:
  - i. Persons on placement as part of a program organized by educational institution; or
  - ii. Persons who work under the Canada Summer Jobs program or under another government youth employment program, unless otherwise agreed by the Union and the Employer. If an individual under this part is later hired as an employee, the start date with the Employer will be used for the purposes of initiating the probationary period and calculating seniority.
- (c) Contractors are service providers who are engaged by the Employer for the purposes of providing a specific service or expertise (i.e. elders, external facilitators, graphic design, translators, fundraising strategy and communications strategy advisors, etc.).

4.07 The use of contractors, volunteers and students will not reduce or replace the hours of work or pay for any employee. The Employer will provide the Union with information on the use of contractors upon request.

## **ARTICLE 5 – NO DISCRIMINATION**

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

5.02

- (a) Each of the parties hereto agrees that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union.
- (b) It is agreed that there will be no discrimination or harassment by: either party, by any of the employees covered by this Agreement, or by any person associated with the Employer on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender, sexual orientation, gender identity, gender expression, age, record of offences as defined under the Ontario Human Rights Code, marital status, family status or disability or any other factor which is not pertinent to the employment relationship.

- (c) it is understood and agreed that any Employer's initiative or obligation consistent with the Ontario Human Rights Code shall not be considered a violation of article 5.02 (b).

5.03 The Employer also recognizes the right to equal treatment without discrimination, intimidation, interference, restriction or coercion because an individual:

- (a) Is pregnant or may become pregnant;
- (b) Is breastfeeding; or
- (c) Is not cisgender including but not limited to:
  - (i) Transgender,
  - (ii) Non-binary,
  - (iii) Genderqueer,
  - (iv) Genderfluid,
  - (v) Agender,
  - (vi) Intersex, or
  - (vii) Two-spirit

where cisgender refers to a person whose assigned sex at birth matches with their gender identity.

5.04 The Employer and the Union recognize that an individual has the right to determine their own gender identity, including the right to determine their own pronouns.

5.05 Singular/Plural

- (a) Wherever the singular is used in the Agreement it shall be considered as if the plural has been used where the context so requires, and vice-versa.

## **ARTICLE 6 – UNION SECURITY**

- 6.01 Any employee covered by this agreement shall become a member of the Union as a condition of employment.
- 6.02 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.
- 6.03 Leave for Union Function: upon notification to the Employer and based on operational requirements, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence without loss of any seniority. Employees will not suffer lost pay, and the Union will reimburse the Employer for the cost of the employee(s) wages or salary paid to attend Union functions.

## **ARTICLE 7 – CHECK OFF OF UNION DUES**

- 7.01 The Employer shall:
- (a) deduct from the pay of every member of the Bargaining Unit dues and/or assessments required by the Union. Deductions made during each month shall be forwarded to the National Secretary Treasurer of the Union on or about the 20th day of the following month for which the dues were levied, accompanied by a list of employees from whom the deductions have been made.
  - (b) Include in the above list of employees the classifications, promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, and any other information regarding an employee's status.
  - (c) provide on each employee's T-4 slip the amount of such dues in the preceding taxation year.
- 7.02 The Union agrees to indemnify and save harmless the Employer against any claim, complaint, penalty, assessment, and any liability arising out of the application of this Article.

## **ARTICLE 8 – NEW EMPLOYEES**

- 8.01 The Employer agrees to acquaint all new hires with the fact that a Union agreement is in effect and with the conditions of employment set out in Articles 6 and 7 dealing with union security and dues check-off. The Employer shall provide

a copy of the Collective Agreement to new hires by no later than the start of their employment.

- 8.02 Upon hire, the Employer will provide to the Union the individual's name, telephone number, work e-mail, and, if available, personal e-mail to the Union contact designated by the Local Executive. A representative from the Union will be provided with an opportunity to meet each new hire within regular working hours during the first month of their employment, without loss of pay and for a maximum of thirty (30) minutes, for the purposes of acquainting the new hire to the benefits and duties of union membership and the employee responsibilities and obligations to the Employer and the Union.

## **ARTICLE 9 – CORRESPONDENCE**

### **9.01 Correspondence to Employer and Union**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the Unit Chair or designate.

### **9.02 Union Notices**

The Executive of the Union shall enjoy the use of email for the purposes of delivering information about meetings to employees who are within the bargaining unit. The Union shall not use the Employer communication system for other Union matters.

- 9.03 A copy of the Employer's Board Meeting Minutes shall be provided to the Unit Chair when they become available.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

### **10.01 Definition of Grievance**

A grievance shall be defined as any dispute between the Employer and the Union over the implementation, interpretation or any alleged violation of the Collective Agreement and all matters pertaining thereto.

### **10.02 Union Grievances**

Individual Grievance: Any dispute affecting one (1) employee which is taken up on their behalf by the Union constitutes an individual grievance.

Group Grievance: Any dispute affecting two (2) or more employees which is taken up on their behalf by the Union constitutes a group grievance.

Policy Grievance: Any dispute arising between the Employer and the Union on matters which involve the interpretation, application, or administration of the Collective Agreement in whole or in part shall be termed a policy grievance and shall start at Step 2 of the grievance process.

#### 10.03 Employer Grievance

The Employer shall have the right to initiate a grievance at Step 2 by forwarding the grievance in writing to the Unit Chair of the Local Bargaining Unit, with a copy to the National Representative. The timelines outlined under Step 2 will then equally apply to the Union.

#### 10.04 Appointment and Names of Representatives

The Employer acknowledges the right of the Union to select Representatives from amongst the group of employees. Representatives shall assist the employees in preparing and presenting their grievances. The names of such Representatives shall be given in writing to the Employer before the Employer is required to recognize same. Representatives will not suffer loss of pay or benefits for time involved in representing members.

#### 10.05 Permission to Leave Work

The Union recognizes that each Representative is employed to perform work for the Employer and that the Representative will not leave work during working hours except to perform duties under this Agreement. Time from work for performing Union duties will be reasonable and only to attend to and process grievances or other work related issues. Therefore, no Representative shall leave work without first obtaining the permission of the Manager and such permission shall not be unreasonably withheld.

#### 10.06 Early Resolution

As an early resolution of issues is supported by both parties, it is expected that employees will endeavor to meet fairly and promptly in an attempt to resolve the issues.

#### 10.07 Settling of Grievances and Grievance Procedure

Complaint Stage: It is understood that an employee has no grievance until they have first brought to the attention of the employee's Manager within 10 business days after the circumstance giving rise to the complaint has occurred or ought reasonably to have come to the attention of the employee. If the concern relates to the employee's Manager, the employee shall discuss the matter with the Executive Director before filing a formal written grievance.

If the responses above remain unsatisfactory, the complaint shall be processed in accordance with the following steps:

### **Step 1**

The employee(s) concerned, together with their Representative shall submit the grievance in writing to the Manager or designate within 10 business days of the response at the Complaint Stage, or within 10 business days of having raised the complaint in the Complaint Stage. The written grievance shall state the particulars of the complaint, the clause thought to be violated, the remedy sought, and be signed and dated by the Union Representative. Within 10 business days of receipt of the grievance, the Employer shall meet with the Union and shall within 10 business days respond in writing to the Representative. At all times during this period, the Representative, the grievor and the Employer may agree to meet to discuss the grievance further.

### **Step 2**

Failing satisfactory settlement in Step 1, the written grievance shall be referred to the Executive Director or their designate within 10 business days of the date upon which the written response was delivered or due. Within 10 business days of the grievance being submitted to Step 2, the Executive Director or designate shall meet with the Union to discuss the grievance.

Within a further 10 business days, the Executive Director shall respond in writing to the Union.

### **Step 3**

Failing satisfactory settlement being reached in Step 2, either party may submit the grievance to arbitration as noted below within 10 business days of the date upon which the written response under Step 2 was delivered or due.

## **10.08 Mediation**

By mutual agreement, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediator.

## **10.09 Labour Management Committee**

Prior to filing a grievance, the parties may also table the complaint for discussion at the Labour Management Committee. It is understood that this step shall not replace the complaint stage. Any settlement discussions will be deemed to be without prejudice. The parties may agree in writing to extend the time limits in Article 9 or 10 to facilitate the discussions at the Labour Management Committee. It is understood that this Article shall apply to matters which would otherwise constitute an individual, group, policy, or Employer grievance.

## 10.10 Time Limits

The parties may mutually agree in writing to waive or extend the time limits in this Article and Article 11.

## 10.11 Referral to Arbitration

- (a) No matter may be submitted to arbitration which has not been properly carried through all steps of the formal grievance procedure.
- (b) Except in cases of grievances concerning workplace violence, harassment or discrimination, any complaint which is not made known within the time specified in this Agreement, or which is not processed through to the next step of the grievance procedure or carried through to arbitration within the time specified in this Agreement shall be deemed to have been dropped by the party initiating the grievance and, therefore, can no longer be processed through the grievance procedure or carried through to arbitration.

In respect of grievances concerning workplace violence, harassment or discrimination, nothing in this part shall be interpreted in a manner that limits the Employer's ability to raise a preliminary objection to the timeliness of the grievance and/or any prejudice caused by delay.

- (c) The settlement of the grievance in any of the stages of the grievance procedure shall prevent the grievance from being processed further.

## **ARTICLE 11 – ARBITRATION**

### 11.01 Referral to Arbitration

- (a) When either party requests that any matter be submitted to arbitration as provided in Article 10.11, it shall make such request in writing addressed to the other party to this Agreement, and the Employer and the Union will mutually agree upon a single arbitrator.
- (b) The decision of the Arbitrator shall be binding on both parties and on all employees affected by it.
- (c) The Arbitrator shall not have any power to alter or change any provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

#### 11.02 Expense of the Arbitration/Board of Arbitration

Each party shall pay one-half of the fees and expenses of the Chairperson/Arbitrator.

#### 11.03 Time Limits

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

#### 11.04 Attendance at Arbitration

Where an arbitration is convened, an employee required to give evidence at the arbitration shall be allowed time off to attend the arbitration. They shall return to work following the completion of their attendance at the hearing, unless the employee's absence is reimbursed by the Union. The parties will cover the cost(s) of their respective witnesses' attendance.

### **ARTICLE 12 – DISCIPLINE**

#### 12.01 Suspension/Discharge Procedure

The authority for discipline and discharge rests with the Employer. Disciplinary measures or actions in respect of employees shall be for just cause. The Employer will follow the principles of progressive discipline.

- (a) Whenever the Employer issues a disciplinary letter (including discharge) to an employee, a copy of which is to be placed in the employee's personnel file, the Employer shall also provide a copy of such letter to the Union. Disciplinary letters will disclose the basic reasons for the disciplinary action.
- (b) If an employee is required to attend a disciplinary meeting with the Employer, the employee will be advised that they have the right to require the presence of a Union Representative at such meeting.
- (c) No employee will be disciplined outside of their working hours.

#### 12.02 Personnel Records

An employee shall have the right to have access to their personnel file and to receive copies of any documents in the file. All such reviews shall be arranged by appointment with personnel staff.

#### 12.03 Disciplinary Record

No disciplinary action shall be relied upon by the Employer after 24 months

provided that the employee has not received any additional discipline within that time, or unless the previous discipline relates to discrimination, violence or harassment.

#### 12.04 Picket Lines During Strike or Lockout

Where an employee may be required to cross a picket line of striking or locked out employees, the Employer and Unit Chair (or designate) will meet to attempt to resolve each instance on a case-by-case basis.

### **ARTICLE 13 – SENIORITY**

13.01 Seniority, as referred to in this Agreement, shall mean length of continuous service with the Employer since the last date of hire without a break in service identified under Article 13.4.

13.02 All employees shall be on probation for a period of three (3) months in order to properly assess the suitability of an employee for the position. The Employer can extend the probationary period by a further three (3) months in order to properly assess the suitability of the employee for the position. On successful completion of the probationary period employees will be credited with seniority from date of hire.

13.03 The Employer may dismiss a probationary employee for any reason that is not discriminatory, arbitrary or in bad faith.

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

- (a) an employee quits;
- (b) an employee is discharged and not reinstated under the terms of this Agreement;
- (c) an employee has been laid off for a period in excess of twelve (12) months;
- (d) an employee fails to respond to the Employer within three (3) business days of receipt of notice of recall and report to work within ten (10) business days from receipt of such notice. Notice of recall may be by electronic mail or confirmed by registered mail to the employee's last address registered with the Employer.

- (e) an employee utilizes any leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Employer;
- (f) an employee is absent from scheduled work for a period of three (3) consecutive scheduled working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer.

13.05 The Employer shall maintain a seniority list showing the name and seniority rank of employees. The seniority lists shall be revised and posted in the first full week of January and July in each year and copies provided to the Unit Chair.

#### **ARTICLE 14 – JOB POSTING**

14.01 In the event of a permanent vacancy that the Employer intends to fill or when a new position within the bargaining unit is created, it shall be posted for a minimum of five (5) business days and employees bidding on job vacancies must make written application to the individual identified as the relevant contact for the Employer by no later than the end of the fifth day of the posting. The posting shall indicate the nature of the position, compensation information, anticipated number of hours worked per week, and qualifications required by the Employer. The Employer will not consider external applicants until applications received from internal employees have been fully considered.

14.02 The Employer shall consider applicants and base its decision on an applicant's knowledge, experience, skills, education and qualifications to perform the work. A bargaining unit member will be invited by the Employer to participate as a member of the hiring committee. Where two or more candidates are relatively equal based on the above factors, the most senior applicant shall be awarded the position.

14.03 Where an employee is selected as the successful applicant for a new position or a permanent vacancy:

- (a) The employee will be placed on a trial period of 30 days and shall retain all rights and benefits under this Agreement.
- (b) In the event the employee proves unsatisfactory in the position during the trial period, or if the employee determines that they are unable to perform the duties of the new position before the end of the trial period, the position will be reposted. The employee shall be returned to their former position without loss of seniority and at the previous position's pay. Any other employee who has since filled the previous position due to a rearrangement will also be returned to their former position without loss of seniority and at their previous position's pay.

- 14.04 In the event that there are no qualified internal employee candidates for a vacancy or new position, the Employer may fill the vacancy or position through external means.
- 14.05 Where there is a temporary vacancy that is the result of the incumbent employee going on leave of absence, the Employer will meet with the Unit Chair or a representative of the Union to discuss the assignment of work duties until the incumbent returns to work.
- 14.06 The Employer is not required to consider any applicant to a posting who has, within the prior six (6) month period, successfully bid on a vacancy, unless it is a promotion.

## **ARTICLE 15 – LAY-OFFS AND RECALLS**

### **15.01 Notice of Layoff**

- (a) In the event of a proposed lay-off, the Employer shall provide both the employee and the Union with at least two (2) weeks' written notice prior to the lay-off taking effect. At that point, the Union and employee will have the option to meet with the Employer to discuss bumping options conditional on the proposed laid-off employee possessing the required knowledge, skills and qualifications for the position held by the less senior employee. Where an employee seeks to displace a less senior employee:
- (i) Part-time employees may only displace part-time employees and BAND 1 full-time employees;
  - (ii) The employee will be subject to a 90-day familiarization period in the new position; and
  - (iii) The employee will receive compensation commensurate with the position they have bumped in to.
- (b) Employees notified of a layoff with at least one (1) year seniority may elect (in writing) to accept the layoff as permanent and receive compensation equivalent to the prescribed entitlements under the *Employment Standards Act, 2000*, as amended. Otherwise, the employee will be placed on the recall list.
- (c) Employees who are placed on the recall list and are not recalled within the time period set out under Article 13.4 (c) will receive their entitlements prescribed under the *Employment Standards Act, 2000*, as amended. The period of layoff will not be included in determining the length of continuous service for the purposes of determining the employee's entitlements.

## 15.02 Recall Procedure

- (a) The Employer will provide the Union with an updated copy of the employee recall list upon request.
- (b) The Employer will notify individuals on the recall list of posted vacancies at their last known personal email address, on the first day the vacancy is posted. Employees on the recall list shall be considered internal candidates in job postings under Article 14.
- (c) Employees on the recall list shall have priority of recall to their own position without posting under Article 14. Any remaining vacancies have not been filled through this process shall be posted and filled in accordance with Article 14. No new employees shall be hired until those on the recall list have had the opportunity to be considered in accordance with this provision.
- (d) Employees will be recalled in the order of their seniority provided they are qualified to do the work.
- (e) No employee shall be recalled to a higher paying classification than the one from which the employee was laid off.
- (f) Part-time employees who are laid off shall not be recalled to a full-time position, unless that employee has successfully applied to a posted vacancy.
- (g) A laid off or displaced employee is free to apply for any posted job vacancy.

## **ARTICLE 16 – HOURS OF WORK**

### 16.01 Hours of Operation

Regular office hours for full-time staff are 9:00 AM to 5:00 PM, Monday to Friday (inclusive, excluding holidays), with core operational hours being from 9:00 AM to 3:30 PM. During core hours, it is expected that most staff will be available unless they are on a break or absence approved by the Employer. All employees are expected to work 7.5 hours per day exclusive of an unpaid 30 minute break.

Employees hired on a term or part-time basis will have schedules determined on a case by case basis.

## 16.02 Hours of Work

Regular hours of work for full-time staff will generally be 37.5 hours per week.

Each department shall determine the scheduled work week hours for each term and part-time position, which may be subject to change based on the requirements of the position, department, and the Employer's clients and members.

## 16.03 Changes in Hours of Work

There may be circumstances when the Employer may need to change the hours of operation or work. When this occurs, and subject to emergencies, the Employer will endeavour to provide at least two (2) weeks' notice prior to the changes taking effect and consult with the affected employees and the Union.

## 16.04 Flexible Work Time Arrangements

When a full-time employee is required to work outside of their regular hours of work and up to 44 hours in the work week, the added hours will be banked and applied during a subsequent work week in the calendar year, subject to the mutual agreement of the Employer, or its designate, so that the employee's hours of work do not exceed their regular weekly hours in a subsequent week during the same calendar year that the time was banked. Time that is banked and not applied during a subsequent week will be paid out at straight time in the final pay of December in the same calendar year.

When a part-time employee is required to work more hours than their scheduled work week or works less hours than their scheduled work week, the employee may flex that time during a subsequent week or weeks in the same calendar year. If a part-time employee has banked hours that are not used to flex time during a subsequent week, that time will be paid out as straight time in the final pay of December in the same calendar year.

Employees required to work outside of their regular hours of work will not work more than twelve (12) hours in a given day.

## **ARTICLE 17– OVERTIME**

### 17.01 Definition and Requirements

Overtime shall be defined as all hours worked in excess of forty-four (44) hours in a one week period.

Overtime work shall be paid at the rate of time and one-half (1 ½) the employee's regular rate of pay. No employee shall work overtime without the prior written approval of the Employer.

**17.02 Time Off in Lieu of Overtime**

- (a) Instead of payment, the employee can decide that overtime may be taken in time-off, at a rate of time and one-half (1 ½) for the overtime hours worked. Such time-off must be taken at a time the Employer and the employee mutually agree.
- (b) Any overtime earned in lieu that has not been taken by the employee as time off as of December 1 will be paid out, and no overtime will be banked in the month of December.

**ARTICLE 18 – HOLIDAYS**

**18.01 The Employer recognizes the following as paid holidays:**

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Eve
Canada Day	Boxing Day
The National Day for Truth and Reconciliation	Trans Day of Remembrance

18.02 To be eligible for holiday pay, an employee must have worked their scheduled regular day of work preceding and following the holiday; or their absence on either of said days must have been prearranged (e.g. lieu day, vacation, etc.) or due to illness. The calculation of holiday pay shall be in accordance with the terms of the *Employment Standards Act, 2000*.

18.03 Should any of the holidays in Article 18.01 fall on a Saturday or Sunday, and no work is scheduled, the Monday following shall be observed unless there is a mutual agreement of the parties in writing to observe another day. If work is scheduled, then the holiday shall be observed on the Saturday or Sunday.

18.04 Any employee required to work on a paid holiday as defined above shall be paid for all authorized work performed on such holiday at one and a half (1.5) times their regular straight time rate of pay for all hours worked in addition to their holiday pay.

18.05 With the approval of the Executive Director or designate, an employee may substitute any of the above-listed statutory holidays for any other personal

observance days. Employees must advise the Executive Director or designate in writing at least two (2) weeks in advance of the substitution.

## **ARTICLE 19 – VACATIONS**

19.01 The Employer may, at its sole discretion, close its offices for a two (2) week winter holiday period, inclusive of December 24th until January 2, which will be paid but not counted toward each employees' entitlement to paid vacation under Article 19.02. Employees will be advised as soon as possible of the scheduled closure, but no later than September 30 each year.

19.02 Employees will accrue vacation time and pay as set out below. Vacation time will be scheduled by mutual agreement with the Employer, and where requested by the employee such agreement by the Employer will not be unreasonably withheld.

(a) Full-Time Staff

A full-time employee shall be entitled to take paid vacation in accordance with the employee's seniority with the Employer as follows:

- (i) Less than 5 years' seniority – 20 working days (accrued at 8% of salary)
- (ii) 5+ years' seniority – 25 working days (accrued at 10% of salary)

(b) Part-Time Staff

Part-Time staff will be entitled to vacation pay, paid out in each pay period, in accordance with the below:

- (i) Less than 5 years' seniority – 8% of earned hourly wages
- (ii) 5+ years' seniority – 10% of earned hourly wages
- (iii) Part-time staff will take proportional vacation time off as an unpaid leave.

19.03 The vacation year shall be January 1 to December 31. Employees shall have access to their vacation entitlement on January 1st of each year in accordance with their entitlements. Progression on the vacation entitlement schedule shall be based on full years of seniority, and any partial year between the start of the vacation entitlement year and the employee's anniversary date of hire shall be prorated.

As an example: if an employee's fifth year of seniority begins on July 1, the employee will receive a total 4.5 weeks' vacation time and their vacation pay entitlement accrual will switch as of July 1.

- 19.04 In any vacation year, employees shall be permitted to take their annual vacation prior to having earned it. Should an employee leave their employment before earning the vacation time taken, the employee is responsible for repayment of unearned vacation credits taken and the Employer will withhold or make deduction from the employee's final pay.
- 19.05 Vacation time will be taken in the vacation calendar year. Where the Employer does not receive a request from an employee to take vacation time that is not eligible for carry over in accordance with the below Article 19.06, the Employer will schedule, after meaningful consultation with the employee, vacation time to be taken prior to the completion of the vacation calendar year.
- 19.06 An employee may request to carry over up to a maximum of five (5) days' vacation time into the next vacation entitlement year. Vacation carry-over requests must be in writing to their respective Manager and any approved carry-over time must be taken by no later than March 31 in the next vacation entitlement year. If an employee is unable to take vacation due to personal circumstances or work obligations, they may request an extension of the carry-over period. Such extensions must be approved in writing by the Manager and a plan for the carry-over time to be taken.
- 19.07 Where an employee qualifies for sick leave, bereavement leave, or any job protected leave set out under the applicable legislation during their vacation period, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's discretion. The employee will notify the Employer as soon as reasonably practicable of the intended leave of absence.
- 19.08 Any unused vacation days that are not carried over or taken by the end of the vacation entitlement year will be lost. However, in the event of termination of employment of an employee, they will receive payment for any outstanding vacation accrued in accordance with 19.02.

## **ARTICLE 20 – SICK LEAVE**

- 20.01 Sick leave can be used for personal illness or injury, personal medical appointments and visits to specialists. Sick leave may also be used when an employee feels that personal time off would be beneficial for their overall wellbeing, including for mental health reasons.

- 20.02 Full-time employees who are unable to attend work due to sick leave are entitled to receive up to fifteen (15) paid days per year. Part-time employees who are unable to attend work due to sick leave are entitled to receive up to seven (7) paid days per year.
- 20.03 Employees are required to notify their supervisor of their absence as soon as possible. In the event the employee takes three (3) or more consecutive sick days, the Employer may request satisfactory medical documentation to support the sick time off work. Medical documentation may also be required in the case of frequent absences due to illness or injury, to confirm that the employee is able to safely return to work after an extended leave of absence.
- 20.04 Employees requested to provide satisfactory medical evidence to support sick days will be reimbursed the cost of obtaining such documentation from their medical professional upon providing proof of payment to the Employer.
- 20.05 Sick leave days will not carry over from year-to-year, and will have no monetary value.

## **ARTICLE 21 – LEAVES OF ABSENCE**

21.01 Employees will be granted statutory job-protected leaves of absence as prescribed under the *Employment Standards Act, 2000* as amended. Employees will provide notice of any such leave to the Executive Director, as well as all information and documentation required to support the leave of absence.

### **21.02 Trans-affirming Care Days**

Employees may take up to 10 paid days per year for physical or psychological trans-affirming care. The Employer may request that the employee provide sufficient information from a medical practitioner confirming that the employee requires time off work. It is understood that affirming care days have no monetary value and will not be carried over from one year to the next.

- (a) An employee who is undergoing gender reassignment surgery can request an additional ten (10) days of paid leave, with medical documentation to support the request provided by licensed physician. Employees requesting leave under this part will also provide the Employer with a minimum two (2) weeks' notice, in writing, of the scheduled time off from work. Days provided under Article 21.2 can be used in conjunction with these, provided the employee has not used them.
- (b) Nothing in this Article 21.2 should be read in a way that would then limit an employee from accessing other leave or time off entitlements under this Agreement.

- (c) All information received by the Employer will be treated confidentially and only shared to the extent required to accommodate the employee's time away from work.

### 21.03 Bereavement Leave

Employees shall be allowed up to five (5) paid days leave of absence in the event of death of a member of their self-defined family, including but not limited to their child (including step or adoptive child), partner or spouse, parent or step-parent and grandparent. An additional leave of unpaid days may be granted by the Employer in exceptional circumstances or where travel requires.

### 21.04 Special Leave

Upon mutual agreement with the Employer, employees may be granted leaves of absence without pay and benefits, and without the loss of seniority. Approved special leave of absence arrangement requests will include the reasons for the requested leave, as well as an anticipated return to work date.

### 21.05 Leave for Jury Duty

Employees shall continue to receive all salary and benefits for the first two (2) weeks of jury duty and will return any other payments the employee receives in respect of their jury duty covering that period to the Employer. The Employee will continue to accrue seniority in accordance with the Collective Agreement. A copy of the notice to serve will be provided to the Employer and included in the employee's file.

### 21.06 Job-Related Educational Leave

- (a) Where employees are directed by the Employer to take part in professional development courses to acquire new or upgrade job knowledge and qualifications, the Employer shall pay costs associated with registering and attending professional development courses and allow paid time for course attendance.
- (b) Employees may apply for time away from work to take part in job-related conferences, courses, workshops, institutes, evening meetings or in-service training sessions for their own professional development. Employees shall submit a written request to the Executive Director or designate for review and may be approved as either paid or unpaid time away from work. Seniority shall accrue during any such leave of absence.

## 21.07 Pregnancy/Parental/Adoption Leave (Parental Benefits)

The Employer provides pregnancy leave, parental leave and benefits to eligible employees in accordance with Article 21.01. In addition, employees are advised to review any applicable government legislation and benefits (pursuant to the Employment Insurance Act ("EI"), and for Quebec residents, the Quebec Parental Insurance Plan ("QPIP").

## **ARTICLE 22 – BENEFITS**

### 22.01 Insurance Benefits

Subject to plan eligibility requirements, the Employer shall provide benefits to all eligible employees. Premiums for coverage will be paid 60% by the Employer and 40% by the Employee.

Liability for payment is limited to premium payments with respect to the plan in question. It is mutually understood that any change of plan and/or carrier will first be discussed with the Union, with any changes flagged. The benefits covered under this article are effective in accordance with the terms of the plan, including any waiting periods.

### 22.02 Option to Opt Out

- (a) Subject to group insurer requirements and approval, employees may opt out of extended health care and dental care benefit coverage for themselves, their partner and their children. Employees wishing to opt out should do so in writing.

## **ARTICLE 23 – JOB CLASSIFICATIONS AND PAYMENT OF WAGES**

23.01 The Employer is solely responsible for determining the classifications of jobs and the reasonable qualifications, knowledge, and skills necessary for jobs within each classification. The Employer also has the sole discretion to determine whether a job will be full-time, term or part-time.

23.02 The payroll week shall start at 12:00 AM on Monday and finish at 11:59 PM on Sunday. Employee pay will be issued every two weeks, with an itemized pay slip showing all deductions and withholding applied. The Employer will maintain separate records for employee accumulated lieu time and sick days, which will be made available to an individual employee upon request to the Employer, or its designate.

- 23.03 The wage rates for employees covered by this Agreement shall be as set out in Appendix A which is attached to and forms part of this Agreement.
- 23.04 When an employee is temporarily assigned by the Employer to perform the principal duties of a position that is at a higher level of pay, the employee will receive the higher level of pay for that position for the entire period of the temporary assignment. In the event an employee is temporarily assigned the principal duties of a position that is at a lower level of pay, the employee's pay will not be reduced. No employee shall be transferred or reassigned to a position without their consent. If an employee is transferred or reassigned to a position outside of the bargaining unit, they will maintain their seniority up to the date of leaving but will not accumulate further seniority until they return to a position within the bargaining unit.
- 23.05 If any employee is underpaid by more than \$50 due to an Employer error, the Employer will correct the employee's pay within five (5) business days of the employee bringing the issue to the attention of the Employer.
- 23.06 An employee promoted in accordance with the collective agreement to a higher paying position shall progress on the wage table to the appropriate wage/pay band of that position. The date of promotion shall become the anniversary date for application of the salary progression, if applicable.

#### 23.07 Job Descriptions

The parties acknowledge the value of accurate job descriptions as a work planning tool. It is the responsibility of the Employer to ensure that job description accurately reflect the job duties expected of and actually performed by members of the Bargaining Unit. Therefore, the Employer agrees to have job descriptions and titles for all bargaining unit positions.

Whenever a job is created or whenever the duties of a job change, the Employer will prepare a new or revised job description with the pay level for the position stated in the description. The Union will be advised of any new or revised job descriptions.

### **ARTICLE 24 – LABOUR/MANAGEMENT RELATIONS**

#### 24.01 Representation

- (a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without first being properly authorized by the Union, and which the Employer has been notified of such authorization by the Union.

- (b) The Union shall keep the Employer notified in writing of the names of the Union executive, current Representatives, and members of the negotiating committee.

#### 24.02 The Bargaining Committee

- (a) The Employer acknowledges the right of the Union to appoint or select a negotiating committee of not more than three (3) employees, plus one (1) alternate, covered by the Collective Agreement or the Local's bylaws, plus one (1) National Union Representative and one (1) special council, for the purpose of negotiating a renewal Agreement pursuant to notice given under Article 25 – Duration.

#### 24.03 Function of Bargaining Committee:

This Committee will meet at times mutually agreed to by both parties to discuss renewal and/or modifications of this Agreement.

#### 24.04 Time Off for Bargaining Meetings:

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending Bargaining Committee meetings held within working hours without loss of benefits and seniority up to and including conciliation. Employees who are members of the Bargaining Committee will not suffer lost pay, and the Union will reimburse the Employer for the cost of the employee wages or salary paid to attend bargaining meetings.

#### 24.05 Labour Management Committee

A Labour Management Committee shall be established consisting of an equal number of representatives from the Union and the Employer. The Committee shall enjoy the full support of both parties in the interest of improved labour relations.

The Committee will establish a schedule for meetings in consultation with its members, and will meet no less than three times per year. Employees on the Labour Management Committee will not suffer loss of pay or benefits for time spent on the Committee.

#### 24.06 Function of the Labour Management Committee

The Labour Management Committee will concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better labour relations shall exist among the Employer, Union and employees;

- (b) Reviewing questions from employees regarding working conditions and service;
- (c) Reviewing Employer hiring practices and assigning priority to hiring members of designated groups;
- (d) Correcting conditions or misunderstandings causing grievances;
- (e) Employee workload; and
- (f) Important matters relating to the workplace which affect the parties, including health and safety issues.

Minutes of Labour Management Committee meetings will be distributed electronically within three (3) business days following the meeting.

The Committee shall not supersede the activities of any other committee of the Union of the Employer and does not have the power to bind either the Union, employees or the Employer to any decisions or conclusions reached in the course of discussions.

#### 24.07 Union Notices to Employees

The Employer shall electronically post notices of meetings and other matters restricted to Union activity. All postings must be approved in advance by the Employer to ensure any such posting is within the stated purpose for providing the electronic posting resources.

#### 24.08 The parties agree that no strike or lockout will occur during the term of this Agreement.

**ARTICLE 25 – DURATION**

This Agreement shall be binding and remain in effect from June 1, 2024 to March 31, 2027, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to the expiration of this agreement, or to the anniversary of such expiration date.

Any changes to this Agreement deemed necessary by the parties may be made by mutual written agreement at any time prior to its expiry.

SIGNED IN OTTAWA, ON, on the \_\_\_\_ of \_\_\_\_\_ 2024.

For Canadian Union of Public  
Employees

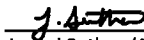
For Canadian Centre for Gender and  
Sexual Diversity



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Ahmed Abdallah

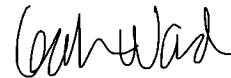


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Mofi Badmos



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Janani Suthan (Aug 23, 2024 15:59 EDT)

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Leah Ward



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Marjorie Savoie (Aug 23, 2024 10:37 EDT)

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Marjorie Savoie

mh/cope491

## APPENDIX A – WAGE RATES

### Full-Time Employees (Salary)

JOB TITLE	BAND
Assistants, Project Coordinators and Support Positions	1
Senior Administrators, Senior/Program Coordinators, Project Leads	2

Full-time Salary Grid – effective @ ratification			
BAND	Step 1	Step 2	Step 3
1	48,750.00	49,725.00	50,720.00
2	53,508.00	54,578.00	55,670.00

### Part-Time Employees Hourly

Part-time Wage Grid – effective @ ratification			
BAND	Step 1	Step 2	Step 3
1	25.00	25.50	26.00

### Notes for Implementation:

1. The following shall apply to implement the above wage tables in respect of employees covered by this Agreement:
  - All bargaining unit employees start at Step 1 of their respective pay band.
  - Increases between steps are 2%, and based on anniversary date for seniority.
  - Bargaining unit members currently earning higher than step 1 will be red circled until the wage grid catches up to their respective wage/salary.
  
2. **Wage Table Reopener:** In addition to the above, the parties mutually agree to return to the bargaining table prior to the end of Q3 (October, November, December) in each fiscal year during the Term of this Agreement to review and negotiate potential increases to all or part of the above wage tables after the Employer has received and reviewed its annual audited financial statements. It being understood that any approved funding that permits the Employer to allocate money to administrative costs does not guarantee increases to employee salaries or wage rates.

## LETTER OF UNDERSTANDING #1

### ANTI-OPPRESSION COMMITTEE

B E T W E E N:

CANADIAN CENTRE FOR GENDER AND SEXUAL DIVERSITY

(the "Employer")

– and –

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 2722-06

(the "Union")

**WHEREAS** the Employer and the Union agree to cooperate in formulating and implementing a program designed to ensure equal employment opportunity for all employees.

**AND WHEREAS** to this end, a joint Anti-Oppression Committee shall be established with an equal number of representatives of the Union and Employer, to review all aspects of employment and to make recommendations to the Executive Director and Managers of the Employer in respect of, but not limited to, the following matters which may impact the members of the bargaining unit:

1. Issues relating to racism and oppression;
2. Policy development;
3. Barriers in the workplace, including hiring practices, for groups traditionally discriminated against on the basis of race, gender identity and expression, sexuality, disability, or criminalization on the basis of these grounds;
4. Positive measures that will enhance equity;
5. Role of seniority in the workplace and measures of facilitating access to employment opportunities (such as hiring, promotion and transfer policies);
6. Training opportunities for staff on anti-oppression and anti-racism matters;
7. Group welfare and pension plans, provisions related to health benefits, maternity and childcare requirements.

The Employer agrees to provide the Committee with access to reasonable and non-confidential/private personnel data and other documents as may be requested.

Nothing in this Letter of Understanding shall be construed as a barrier to the formulation or implementation of the Committee's recommendations.

Committee members will establish a schedule to meet at least three times per year. Bargaining unit members who sit on the committee shall suffer no loss of pay or benefits for the time spent attending the Committee meetings.

SIGNED IN OTTAWA, ON, on the \_\_\_\_ of \_\_\_\_\_ 2024.

For Canadian Union of Public Employees

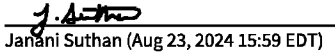


Ahmed Abdallah


For Canadian Centre for Gender and Sexual Diversity



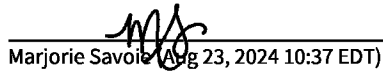
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Leah Ward

  
Marjorie Savoie (Aug 23, 2024 10:37 EDT)

Marjorie Savoie

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**LETTER OF UNDERSTANDING #2**

**PENSION – Multi-Sector Pension Plan (MSPP)**

**B E T W E E N:**

**CANADIAN CENTRE FOR GENDER AND SEXUAL DIVERSITY**

(the “Employer”)

– and –

**CANADIAN UNION OF PUBLIC EMPLOYEES AND IT’S LOCAL 2722-06**

(the “Union”)

The parties agree to meet during the life of the current collective agreement to review the Multi-Sector Pension Plan (MSPP) together and determine whether to opt in for next round of bargaining.

SIGNED IN OTTAWA, ON, on the \_\_\_\_ of \_\_\_\_\_ 2024.

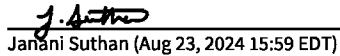
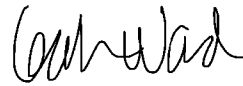
For Canadian Union of Public  
Employees

For Canadian Centre for Gender and  
Sexual Diversity



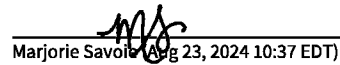
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Janani Suthan (Aug 23, 2024 15:59 EDT)

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