

COLLECTIVE AGREEMENT

BETWEEN

Alliance for South Asian AIDS Prevention

AND

Canadian Union of Public Employees
Local 3697.05

April 1, 2024 to March 31, 2027

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ARTICLE 1 – PREAMBLE

- 1.1 The general purpose of this Agreement is to establish and maintain harmonious and mutually respectful relations between the Employer and its Employees. To establish and maintain safe, satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.2 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service.
- 1.3 The Employees will endeavour to work with the Employer to assure the best possible programs and services in accordance with the vision, mission and values of the organization, including: GIPA (Greater Involvement of Persons Living with HIV and AIDS) and MIPA (Meaningful Involvement of People Living with HIV and AIDS).

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.1 The Employer recognizes the Canadian Union of Public Employees and its Local 3697 as the sole and exclusive Collective Bargaining Agent for all Employees of the Alliance for South Asian AIDS Prevention save and except Executive Director or designate and persons above the rank of Executive Director or designate.
- 2.2 The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its personnel with whom the Union may be required to transact business.
- 2.3 No Employee shall enter into any other agreement with the Employer that may conflict with or alter the terms of this Agreement.
- 2.4 Temporary employee shall mean an employee who is employed for a specified time period to, for example, replace an employee who is ill, on leave of absence, or on maternity leave. These employees shall be covered by all provisions of this Agreement, save and except they shall not accrue seniority, nor have the right to grieve termination. At the completion of eighteen (18) continuous months the temporary employees shall be hired as new permanent employee and subject to all articles of the Collective Agreement.
- 2.5 Special Grant employee shall mean an employee on a special grant, will be covered by all the provisions of this Agreement save and except they shall not accrue seniority nor have the right to grieve termination for the term of the special grant. At the conclusion of the special grant term, or after 24 months, the special grant employee, if the special grant is continuing, shall become permanent.
- 2.6 "Permanent Employee" shall mean an Employee who has completed the probation period and who is not a temporary employee or an employee on a Special Grant.
- 2.7 "Permanent full-time Employee" shall mean an Employee who has successfully completed the probation period and who is scheduled to work twenty-one (21) hours or more each week on a regular basis.
- 2.8 "Permanent part-time Employee" shall mean an Employee who has successfully completed the probation period and who is scheduled to work less than twenty-one (21) hours in each week on a regular basis.

2.9 Work of the Bargaining Unit

The parties agree that volunteers are a valuable part of the Agency and enhance the work that it does. Notwithstanding the above, persons whose positions are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties. It is understood that the above does not preclude volunteers from assisting on staff-led projects or tasks.

ARTICLE 3 – NO DISCRIMINATION AND NO SEXUAL HARASSMENT

3.1 No Discrimination

Workplace harassment (includes expression of hate, bullying, oppression) and other discriminatory behaviour are strictly prohibited in the workplace including all work related or work-related events that occur outside the normal business hours or off business premises. The Employer and the Bargaining Unit will not practice any form of discrimination or harassment and will protect the right of all persons under the Ontario Human Rights, Code and the related policies of the Employer.

Definitions:

- i) Harassment is a course and vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome. Despite the foregoing, there may be circumstances where a single incident is serious enough to amount to harassment.
- ii) Discrimination includes the act of making a distinction against a person based on the group, class or category to which the person belongs, rather than on the individual merit. For the purpose of this policy, discrimination exists where distinctions are drawn on the protected grounds set out in the Ontario Human Rights Code.
- iii) Personal harassment and bullying includes: offensive comments or actions, which demean an individual, cause personal humiliation and/or threaten economic livelihood of the individual. Personal harassment does not have to be related to the grounds prescribed under the Ontario Human Rights Code.

3.2 The Employer and the Union agree that there shall be no intimidation, restraint or coercion exercised or practised with respect to any Employee by reason of her membership or activity, or non-membership or lack of activity in the Union.

3.3 A grievance concerning the alleged breach of this Article may be submitted directly at STEP 2 of the grievance process within 15 working days of the most recent incident. Grievances under this clause will be handled with all possible confidentiality by all participants.

ARTICLE 4 – UNION SECURITY

- 4.1 The Parties hereto agree to compulsory check-off of Union dues for all Employees who come within the bargaining unit. The amount to be deducted shall be the regular Union dues as established by the Union, or assessments levied by the Union or its members.
- 4.2 Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the end of the month following, accompanied by a list of the names, addresses, personal emails, and personal phone numbers of all employees from whose wages deductions have been made. The list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.
- 4.3 The Employer will, at the time of making each remittance hereunder to the Secretary Treasurer of the Union, supply a statement showing names, home address, phone number, hours worked, and classifications of Employees and their gross regular wages paid for the month in respect of which dues are being remitted. Such statement shall also be provided to the Local Union Secretary-Treasurer.
- 4.4 The Union will indemnify and save the Employer, its agents and/or Employees, harmless from any claims, or any liability arising out of suits, judgments, attachments, and from any and all forms of liability as a result of any deduction(s) from wages in respect of check-off of dues or fee, assessments or any action taken at the request of the Union.
- 4.5 When Income Tax T-4 slips are prepared, the Employer will type, on each slip, the total amount deducted during the subject year from the Employee's wages pursuant to this Article in respect of regular Union dues.
- 4.6 The Employer agrees to provide the Union Steward with an opportunity to meet with each new Employees for a period of up to fifteen (15) minutes if required. The purpose of this meeting is to acquaint such Employees with the role of the Union and the terms of the Collective Agreement. Such meeting will be held at a time and Location mutually agreed upon between the Steward and the Employer.
- 4.7 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director, or designate to the Unit Chair of the Union, with a copy to the CUPE National Representative.

- 4.8 No Employee shall conduct Union activities during working hours other than as specifically permitted by this Agreement or with the permission of the designated representative of the Employer.

ARTICLE 5 – STRIKE AND LOCKOUTS

- 5.1 During the term of the Collective Agreement, Employees agree that they will not strike, and the Employer agrees that it will not threaten, cause or direct any lockout of its Employees for the duration of this Agreement.

- 5.2 The words “strike” and “lockout” shall also have the meaning given to those words in the Ontario Labour Relations Act.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 The Union acknowledges that it is the exclusive function of ASAAP to:

- a) maintain order, discipline and efficiencies;
- b) hire, retire, transfer, classify, assign, appoint, promote, demote, layoff, recall, suspend, discharge or discipline employees provided that if any employee has been discharged or disciplined without just cause (providing in the case of discharge), where they have not completed their probationary period, the standard will be that ASAAP will not discharge a probationary employee in a manner that is discriminatory or in bad faith, or promoted, demoted, classified, laid off or recalled contrary to the terms of this Agreement a grievance may be filed in accordance with the Grievance Procedure.
- c) make and enforce from time to time such reasonable rules and regulations as the ASAAP considers necessary or advisable for the efficient and orderly conduct of its business and require employees to observe such reasonable policies and regulations provided they are not inconsistent with the express provisions of this Agreement: the Union will be advised of any changes or additions to rules and regulations prior to their implementation.
- d) manage ASAAP without restricting the generality of the foregoing to determine, modify, discontinue or add occupational classifications, job procedures, processes or operations; to establish new methods and facilities and change schedules of work; to determine any necessary tests or examinations to be given and methods of training; to determine programs, complement, organization and the number of locations and classification of employees required from time to time, the type and locations of facilities, services to be performed and assignments of work and the extension, limitation, curtailment or cessation of operations in whole or in part and all other rights and responsibilities not specifically modified by the express provisions of this Agreement.

6.2 In the event it is alleged that the Employer has exercised any of the foregoing rights contrary to the provisions of this Agreement, the matter may be made the subject of a grievance.

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

ARTICLE 7 – UNION-EMPLOYER COOPERATION

- 7.1 The Union and the Employer agree to co-operate in the pursuit of their objective of providing programs and services to promote health, education, advocacy and support to South Asian, Middle Eastern, and Indo-Caribbean individuals and communities living with and affected by HIV and AIDS.

ARTICLE 8 – UNION REPRESENTATION

- 8.1 The bargaining unit shall appoint or otherwise select a member who will act as Unit Chair.
- 8.2 ASAAP agrees to recognize an employee, as identified by the Union, to act as the Union Steward.
- 8.3 The Employee has the right to union representation at any disciplinary meetings. Should an Employee choose to waive such right the waiver shall be in writing signed by the Employee, the Union and the Employer.
- 8.4 The Union shall notify the Employer, in writing, of the name of the Unit Chair and the Steward that has been selected. The Employer shall not be required to recognize any such Steward until it has been notified by the Union of the appointment. This list will be revised as changes occur.
- 8.5 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 8.6 A Union Bargaining Committee will be elected or appointed consisting of not more than two (2) members of the Union who have successfully completed the probationary period. The Union will advise the Employer of the Bargaining Committee, and Employees on the Bargaining Committee will receive their regular rate of pay and applicable benefits while attending at negotiations for days that they otherwise would have worked but for negotiations, up to but not including conciliation. It is understood that hours spent in negotiations shall not be counted as time worked for the purposes of calculating overtime entitlement.
- 8.7 The Employer agrees to meet with the Bargaining Committee to negotiate a renewal of this Agreement
- 8.8 The Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing with the Employer. A Union Representative shall have access to the Employer's premises to discharge such duties as Representative of the Union provided that they first obtain the permission of the Executive Director or designate. A Union Representative shall not interfere with or disrupt the services provided by the Employer.

- 8.9 The Union acknowledges that the Steward/Executive has regular duties to perform on behalf of the Employer and that such person must continue to perform their regular duties, and that so far as possible, activities of the Union and the Steward will be carried on with permission by the designated representative of the Employer or pursuant to this Collective Agreement. All time shall be paid at the regular rate without loss to service or seniority.
- 8.10 It is agreed that the Union and the Employees may not engage in Union activities during working hours or hold meetings at any time on the Employer's premises without the expressive permission of the designated representative of the Employer.
- 8.11 Where the Steward is permitted to be temporarily absent from their regularly scheduled hours of work, in order to attend to processing a grievance, they shall receive their regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside of their regular hours of work. The Employer reserves its right to limit the length of any absence if it deems the time so taken to be excessive, which right shall not be exercised unreasonably.

ARTICLE 9 – GRIEVANCE / ARBITRATIONS PROCEDURES

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

9.2 Complaint

It is the mutual desire of the Parties hereto that complaints of Employees shall be adjusted as quickly as possible and it is understood that an Employee has no grievance until they are first given the Employer an opportunity to adjust their complaint.

9.3 If an Employee has any complaint or question which they wish to discuss, they shall take the matter up with the Executive Director or designate within ten (10) working days after the circumstances giving rise to the complaint or question. The Executive Director or designate shall reply within ten (10) calendar days following the receipt of the complaint or question. For support, the Employee shall have the right to request a Union Officer to attend a complaint meeting. The content of such meeting shall be without prejudice or precedent to either party.

9.4 If such complaint or question is not settled to the satisfaction of the Employee concerned, then the steps of the grievance procedure may be invoked.

9.5 All grievances shall be taken up in the following manner:

Step No. 1

An Employee having a grievance shall submit the grievance in writing (signed by the grievor and the Union Steward) to the Executive Director or designate within ten (10) calendar days of the reply of the Executive Director or designate at the complaint level. The grievance will set out the nature of the grievance, the remedy sought, the provisions of the Agreement which are alleged to have been violated, in clear and concise terms. The Executive Director, or designate shall reply to the grievance, in writing, within ten (10) working days from the day it was received.

Step No. 2

If further action is then to be taken, then within five (5) calendar days after the decision is given in Step No.1, the Employee, who may request the assistance of the Steward, shall refer the grievance, in writing to the representative, designated by the Board of Directors. A meeting will then be held between the representative and the Employee within ten (10) working days or as mutually agreed between the parties. It is understood that at such a meeting the representative may have such counsel and/or assistance as they may desire, and that the Employee may have a Union Representative present at the request of either the Employee or the Employer. The decision of the representative shall be given in writing, within ten (10) calendar days following the meeting.

Step No. 3

Should the representative fail to render a written decision as required in Step No.2 or failing settlement, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received as required by this Agreement, within thirty (30) calendar days after the decision under Step No.2 is given, the grievance shall be deemed to have been settled and/or abandoned and the same grievance shall not be made the subject matter of a further grievance.

- 9.6 At each Step of the grievance procedure, the grievor shall have the right to be present. At no time may an Employee or group of Employees file a grievance on behalf of another Employee.
- 9.7 Any of the time allowances referred to above, may only be extended by the mutual written consent of the Parties.
- 9.8 No matter may be submitted to arbitration which has not been properly carried through all Steps of the grievance procedure.
- 9.9 By mutual consent the parties may agree to use the services of a mediator. The parties agree to share the cost of mediation.

ARTICLE 10 – GROUP GRIEVANCES

- 10.1 Where it appears that two (2) or more Employees have the same grievance, the Union shall process the grievances simultaneously and consecutively on all levels of the grievance and arbitration procedures, subject to all applicable provisions under the grievance procedure, and the grievors will be listed on the grievance form.

ARTICLE 11 – DISCIPLINE, SUSPENSION AND DISCHARGE GRIEVANCE

- 11.1 In the event an Employee, who has completed probation, is disciplined, discharged or suspended from employment and the Employee feels that the discipline, discharge or suspension is unjust, the case may then be taken up as a grievance.
- 11.2 Such grievance shall proceed directly to Step No.1 of the grievance procedure and must be presented, in writing, dated and signed within ten (10) working days after notice of the discharge or suspension was given, or within ten (10) calendar days after the Employee ceases to work for the Employer, whichever is the earlier.
- 11.3 During the probationary period, an employee shall be considered as being employed on trial basis and may be disciplined or dismissed by the Employer in its sole discretion. No grievance shall be filed by a probationary employee or the Union that the discipline or dismissal of a probationary employee was not for just cause.
- 11.4 When an Employee is called to a meeting with the Executive Director, or designate or another representative of the Employer, at which discipline will be discussed, the Employee is entitled to have a Union Steward present during the meeting. Where possible the employer will endeavor to give both the employee and the Union at least 24 hours' notice of such meeting.
- 11.5 At a prearranged time with the Employer, and in the presence of the Executive Director, or designate or another representative of the Employer, an Employee will have access to their personnel file. The Employee will be permitted to have copies of any material contained in their personnel file but will not remove any of the contents from the file.
- 11.6 Any disciplinary notation held in the personnel file will be removed from the employee's personnel file twelve (12) months after the date of discipline unless further discipline has occurred in that same period.

ARTICLE 12 – EMPLOYER’S GRIEVANCE

- 12.1 The Employer may institute a grievance, consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union, its representative, or any Employee, in writing, dated and signed, by forwarding a written statement of said grievance to the Union Representative of the Union, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance.
- 12.2 A Step No. 2 meeting will then be held between the Employer and the Union within ten (10) calendar days or, as mutually agreed upon by both parties. The representative of the Union shall give its decision, in writing, within ten (10) working days after the meeting.
- 12.3 Failing settlement a grievance may be referred to arbitration by the Employer by written notice of intent in accordance with Step No. 3 of the grievance procedure.
- 12.4 By mutual consent the parties may agree to use the services of a mediator as per Article 9.9. The parties agree to share the cost of mediation.

ARTICLE 13 – UNION POLICY GRIEVANCE

- 13.1 The Union may institute a grievance, consisting of an allegation of a general misinterpretation or violation by the Employer of this Agreement, in writing, at Step No.2 of the grievance procedure, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this Clause may not be used to institute a grievance directly affecting an Employee or Employees, which such Employee or Employees could themselves initiate and the regular procedure shall not be thereby by-passed.

ARTICLE 14 – ARBITRATION

- 14.1 When either Party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other Party of the grievance and shall contain the name and address of the Party's Nominee to the Board of Arbitration. The recipient of the notice shall, within fourteen (14) calendar days thereafter, designate its Nominee to the Board of Arbitration. The two (2) Nominees so nominated shall endeavour, within fourteen (14) calendar days after the appointment of the second of them, then either Party may request the Minister of Labour to appoint the third member and Chair of the Board of Arbitration. If the Nominees are unable to agree upon the third Person as Chair, within fourteen (14) calendar days after the appointment of the second of them, then either Party may request the Minister of Labour to appoint the third member and Chair of the Board of Arbitration. Notices of desire to arbitrate a dispute and of nomination of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 14.2 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 14.3 Each of the Parties shall pay its own expenses including its own fees for witnesses that it may require and the expenses of its own Nominee and one half (1/2) of the expenses and fees of the Chair.
- 14.4 If there should be an accumulation of grievances to be referred to arbitration of a similar nature, one Board of Arbitration shall be constituted to deal with all such grievance disputes.
- 14.5 The Board of Arbitration shall have authority only to determine disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only those grievances as defined in Article 9.1 shall be arbitral.
- 14.6 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision that is inconsistent with it. The Board of Arbitration may dispose of a grievance in any manner which it deems just and equitable in the circumstances. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairperson shall govern.

- 14.7 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union, and its representatives, will be final and binding upon the Employer, the Union and the Employee(s) involved.
- 14.8 Any grievance involving the interpretation or application administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any Party.
- 14.9 At any stage of the grievance procedure, including arbitration, the Parties may have the assistance of the Employee(s) as a witness, and all reasonable arrangements will be made to permit the conferring Parties or the Board of Arbitration to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Employer.
- 14.10 In resolving disputes, an Arbitration Board will determine the nature of the differences in order to address their real substance.
- 14.11 Sole Arbitration: The Parties may agree to the use of a sole Arbitrator and the provisions of this Article shall then apply with any appropriate revisions.
- 14.12 By mutual consent the parties may agree to use the services of a mediator. The parties agree to share the cost of mediation.

ARTICLE 15 – PROBATION

- 15.1 A newly hired Employee shall be known as a probationary Employee until they have actually worked and successfully completed a period of employment of three (3) months for full-time employees and six months for part-time employees:
- 15.2 Before the expiry date of the probationary period, the Employer will confirm to the Employee the decision to:
- a) confirm their appointment as having completed their probation; or
 - b) in appropriate circumstances, extend the probationary status by no more than one month provided that the intention to extend probationary status is first agreed, in writing, upon by both the Employer and the Union, or
 - c) terminate the Employee in accordance with Article 19.
- 15.3 Probationary Employees will be advised of their performance in writing, during the term of their probationary period through ongoing supervision meetings.
- 15.4 All probationary Employees will receive a performance review before the end of their probationary period.
- 15.5 Notwithstanding the above, no Employee shall be known as probationary for a period of greater than five (5) months exclusive of any extensions, and six (6) months, inclusive of any extensions.

ARTICLE 16 – SENIORITY

- 16.1 Seniority is defined, for full time employees as the employee's length of continuous service with the Employer and shall include service with the Employer prior to the date of certification of the Union. For part time employees, seniority is the number of hours worked by the Employee since their date of hire. An employee will be considered on probation and will not be placed on any seniority list until they have successfully completed the probationary period set out in Article 15. After an employee has successfully completed the probationary period, their name shall be placed on the seniority list and their seniority shall commence from the first date the Employee actually worked for the Employer on or after the Employee's most recent date of hire.
- 16.2 One seniority list shall be maintained for all employees indicating numbers of hours worked. The seniority list shall indicate the employees name, date of hire, total hours worked and current status (fulltime/part-time). For purposes of calculating seniority, seniority shall be calculated on a maximum of thirty-five (35) hours per week. Overtime hours are not calculated for purposes of accruing seniority.

ARTICLE 17 – LAYOFFS

17.1

- a) Both Parties recognize that job security will increase in relation to seniority as provided herein.
- b) A layoff will be defined as a reduction in the permanent work force.
- c) In the event of a layoff, the Employer will determine the job in which the layoff is to occur. The Employer will then consider the qualifications, skills, ability, availability, and knowledge of permanent Employees for the job in which the layoff is to occur. If all of these factors are relatively equal, seniority shall be the governing factor provided that it does not interfere with the Employer's ability to properly and efficiently schedule Employees. A permanent Employee about to be laid off may bump another Employee with less seniority.

17.2 When recalling permanent Employees from layoff, the Employer shall determine the job in which the recall is to occur. The Employer will then consider the qualifications, skills, ability, availability, and knowledge of permanent Employees who are on layoff from the job in which the recall is to occur. If all other factors are relatively equal, seniority shall be the governing factor.

17.3 No new permanent, grant or temporary Employees will be hired if there are permanent Employees on layoff who are entitled to recall in accordance with Article 17.2.

17.4 Notwithstanding anything herein contained, it is hereby agreed that there is no right of recall for probationary Employees who are laid off under this Article.

17.5 When Employees are to be recalled by the Employer, they will be notified by registered mail, email, or by telephone at their last place of residence, or at their last telephone number known to the Employer. It shall be the Employee's responsibility to keep the Employer informed of her most current address and telephone number.

- 17.6
- a) A uniform reduction in the number of hours scheduled in a work week for any job or for all Employees shall not constitute a layoff should the Employer determine to reduce hours on this basis. The Employer will continue to have the right to lay-off and recall employees as per Article 16.
 - b) Should the Employer determine that there shall be a permanent reduction in the number of hours scheduled in a work week for any employee or employees such reduction shall constitute a lay-off if the resulting number of hours is less than eighty (80) percent of the job(s) prior to the reduction. In such cases the Employee(s) affected shall choose whether to remain in the reduced job or take a layoff.
- 17.7 The Employer shall post and update the seniority list in January and July of each year. Where two (2) or more Employees commenced work on the same day, preference shall be given in accordance with the date of application for employment.
- 17.8 Within sixty (60) calendar days after the signing of this Agreement, the Employer shall post a seniority list on the bulletin board showing the seniority of each permanent Employee. An Employee shall have twenty (20) calendar days within which to challenge the seniority list. Thereafter, the seniority date of each Employee will be deemed to be conclusive.
- 17.9 Grievances concerning lay-offs and recalls will be initiated at Step 1 of the Grievance Procedure.
- 17.10 The Employer will provide notice of permanent layoff in accordance with the Employment Standards Act 2000 plus, two (2) weeks for those employees who have completed probation.

ARTICLE 18 – LOSS OF SENIORITY AND DEEMED TERMINATION

18.1 An Employee shall lose all seniority and shall be deemed to have quit the employ of the Employer and the employment of the Employees shall be deemed to have been terminated without further notice for any of the following reasons:

- a) voluntary resignation
- b) retires
- c) discharged for cause and is not reinstated
- d) layoff in excess of thirty (30) months
- e) absence from work for three (3) consecutive working days, without notifying the Employer, in which case such Employee shall be deemed to have quit the employ of the Employer, without notice, unless an explanation is provided to the Employer which it considers satisfactory.
- f) failure to notify the Employer of an intention to return to work, within forty-eight (48) hours of being notified of recall by registered mail, email, or by telephone, or failure to return to work within seven (7) calendar days after being notified of recall by registered mail, telephone, or email (unless the Employee is ill), Registered mail sent to the Employee's most recent address, on her employment file, shall be interpreted as proper notice and leaving a telephone message at the Employee's residence will also constitute proper notice. For purposes of recall, it shall be the responsibility of the Employee to keep the Employer informed of her current address and telephone number.
- g) failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless an explanation is given by the Employee to the Employer which it considers satisfactory.
- h) engages in gainful employment without authorization while on an approved leave of absence.

18.2 Transfers Outside Bargaining Unit

- a) No Employee shall be transferred to a position outside the bargaining unit without her consent. If an Employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority within the bargaining unit. Such Employee will have the right to return, or may
- b) be returned by the Employer to her position in the bargaining unit at any time within the trial period which may be for up to three (3) consecutive months. If an Employee returns or is returned to the bargaining unit, they shall be placed in a job consistent with her seniority and qualifications. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

ARTICLE 19 – JOB POSTING

19.1

- a) In the event that a new bargaining unit position is created, in which there is not already an incumbent who is performing the existing duties, or when a permanent vacancy occurs, unless the Employer decides that it is not going to fill a vacancy or that it intends to postpone the filling of a vacancy, the Employer will post such new positions or permanent vacancies for a period of seven (7) calendar days, on the Employee's bulletin board.
- b) Temporary or special grant vacancies that have a duration of three (3) months or less need not be posted however, the Employer will first discuss such vacancies with the Union in order to first consider members of the bargaining unit for such positions.

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

19.3 In the event two (2) or more Employees apply, the Employer shall consider the qualifications, knowledge, skills, experience, education, training, and seniority of the applicants. Where the other factors are relatively equal, the applicant with the greatest seniority will fill the vacancy.

19.4 If no qualified internal applications are received by 5:00 p.m. on the closing date, the Employer may start proceedings to secure applications for the vacancy from other applicants, including persons outside of the bargaining unit.

19.5 The Employer reserves the right to hire from the outside work force when there is no satisfactory applicant from the bargaining unit to perform the work required.

19.6 Within seven (7) calendar days of the date of an appointment to a vacant position, the name of the successful applicant will be posted as an all staff notice.

19.7 A successful internal applicant will be placed on a trial period for a period of three (3) working months. The applicant will become permanent after the trial period unless:

- a) The Employee, at any time within the trial period, reasonably determines that the Employee is not suitable for the position and wishes to return to the employee's former position; or

- b) The Employer, at any time within the trial period, reasonably determines that the Employee is not suitable for the position and requires that the Employee return to the Employee's former position.
- c) In the event of either a) or b) above, the Employee will return to the Employee's former position and salary without loss of seniority. Any other Employee promoted or transferred as a result of the rearrangement of positions will also be returned to her former position and salary without less of seniority.

19.8 Unsuccessful internal candidates may request and shall receive an interview with an appropriate member of management to discuss and review their application.

ARTICLE 20 – LABOUR MANAGEMENT

20.1

- a) A Labour-Management Committee will be established consisting of two (2) Employee representatives of which one will be the Unit Chair and two (2) representatives of the Employer.
- b) The Committee will meet quarterly and at the request of either party at a mutually agreeable time and place for the purpose of discussing issues relating to the workplace which affect the Parties or bargaining unit Employees. A Union representative(s) may attend such meetings as required.

20.2 The Committee shall receive a notice and agenda for the meeting at least two (2) days in advance of the meeting.

20.3 The two (2) Employee representatives, serving the Committee, shall be paid their regular rates of pay for all time spent meeting with the Employer.

20.4 The Committee will deal with matter of mutual concern excluding grievances or matters pertaining to negotiations and it is not empowered to alter or amend the Collective Agreement.

20.5 An Employer representative(s) and an Employee representative(s) will be designated as Joint Chairpersons of such meetings.

20.6 Minutes of each meeting will be prepared and signed by the Chairpersons as soon as possible after the close of the meeting. Such minutes will be provided to the Union's Union Chair and to the Employer.

20.7 The Parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to provide the best possible services to the community and to those who use the Employer's services.

20.8 The Committee will be able to make recommendations and suggestions to the Union and the Employer with respect to the discussions in Committee meetings

ARTICLE 21 – HOURS OF WORK / OVERTIME

- 21.1 The ASAAP office will be staffed from Monday to Friday in accordance with the publicized office hours. Staff will arrange their working hours, in agreement with the Executive Director, or designate, such that the programs and services of the organization are adequately provided.
- 21.2
- a) The work week for full-time is more than twenty-one (21) hours per week exclusive of meal periods.
 - b) The work week for part-time employees is less than twenty-one (21) hours per week, exclusive of unpaid meal periods.
 - c) The hours set out in (a) and (b) above shall be determined on an individual basis at the time of initial hire and may be increased by mutual agreement. Any reduction in these hours may take place subject to Article 17.6.
 - d) Working beyond these hours is not permitted unless authorization has been provided by the Executive Director, or designate, or designate, in advance.
- 21.3 It is agreed that employees are permitted to take up to one (1) hour of unpaid mealtime per shift as well as two (2) fifteen- (15) minute rest periods.
- 21.4 Should ASAAP require an employee to work through their meal break, time spent during the break will be considered paid time worked.
- 21.5 It is agreed and understood that actual start and end times may be adjusted from time to time subject to advance approval of the Executive Director or designate.
- 21.6 Upon the advance approval of the Executive Director, or designate, staff whose hours worked are in excess of the contracted hours in their employment agreement will be compensated with "lieu time" at a rate of 1:1. Lieu time must be documented in the individual attendance form.
- 21.7 A maximum of 1 week of an employee's regular time may be accumulated and must be authorized by the Executive Director, or designate. Unauthorized time worked by an Employee will not be recognized as lieu time. Any time worked in excess of the Employee's regular hours of work should be approved in writing, wherever possible and reasonable, in advance by the Executive Director, or designate.

- 21.8 Should an employee accumulate time greater than allowed in Article 22.7 additional time will be paid in accordance with the employee's regular earnings.
- 21.9 When approved in advance by the Executive Director, or designate, or designate employees may be permitted to work more than 44 hours in a week. Overtime pay or lieu time will be provided in accordance with the Ontario Employment Standards Act, 2000.
- 21.10 Prior to new permanent job duties being added to a current job description the Executive Director, or designate, will, wherever possible, solicit feedback from affected Employees. If new, permanent job duties are added to a current job description, the Executive Director, or designate, will first meet with the Employee to discuss the new job duties, such discussion shall include, but not be limited to, the increased workload involved, the potential need for additional hours and/or a re-assignment of other duties.
- 21.11 If an employee feels that they have workload concerns, a meeting shall be held with the Executive Director, or designate, to discuss the concerns.
- 21.12 Any Employee who is unable to report for work for any reason shall give the Employer a minimum of eight (8) hours notice, except where it is not reasonably possible because of illness, injury or emergency, in which case as much notice as reasonably possible will be given by the Employee.
- 21.13
- a) Lieu time is to be taken by the end of the third calendar month following the month in which it is earned. An extension for taking this lieu time may be granted by the Employer where reasonable and appropriate.
 - b) Any lieu time accumulated by an employee under this Article which has not been used by the employee by the end of each calendar year or at the cessation of the employee's employment with the Employer will be paid at the appropriate rate in which they were earned.
- 21.14 All overtime must be authorized in advance by the Executive Director or designate.
- 21.15 Lieu time will be taken at a time that is mutually agreeable, the Employer maintains the right to schedule the time off having regards to the needs of the organization. At the discretion of the Employer, in discussion with the Employee, unused lieu time may be carried forward to the next quarter.

ARTICLE 22 – PAID HOLIDAYS

22.1 Employees shall receive the following paid holidays:

New Year's Day	Good Friday	Family Day	Victoria Day
Canada Day	Civic Day	Labour Day	Thanksgiving Day
Christmas Eve (1:00 P.M. Closure)	Christmas Day	Boxing Day	Easter Monday

22.2 No Employee is entitled to be paid for a holiday on which they did not report for work after having agreed to work unless a satisfactory reason is provided to the Employer.

22.3 When employees are authorized to work on a paid holiday, the Employer will provide the Employee either, an alternate day off with pay, or will provide the Employee with pay at a rate of one and one-half times the Employee's regular rate of pay.

22.4 In order to qualify for holiday pay, an employee must meet the eligibility requirements as set out in the ESA. 2000.

22.5 The Employer follows the ESA calculations to determine the amount of pay provided to each employee for paid holidays.

22.6 In the event that a holiday falls during an Employee's vacation period, the Employer shall have the option to give the eligible Employee an extra day off, with pay, either at the beginning or at the end of the vacation or one (1) day's pay based on her regular rate of pay for that day.

22.7 There shall be no pyramiding of premium pay for overtime worked and hours worked on a holiday.

22.8 Work Schedule

The scheduling of hours of work will be approved by the Executive Director or designate.

22.9 Float Days

- a) As of January 1st, 2026, all employees will be credited with four (4) float days to be taken at a mutually agreeable time. Employees are to request this time, in writing, to the Executive Director, or designate. No reasonable request will be denied provided operational needs of the employer are not hindered during the day(s) requested.
- b) Unused float days cannot be carried over into the following year. It is agreed that unused float days shall have no cash value.

ARTICLE 23 – VACATION

- 23.1 All vacation entitlement is calculated from the date of employment.
- 23.2 Full-time employees shall receive an annual vacation with pay in accordance with credited service prior to the vacation period as follows:
- i) Up to the first 12 months (1 year) of continuous service, 0.83 days of paid vacation for each completed calendar month of service up to a maximum of ten (10) days;
 - ii) After twelve months (1 year) but less than four (4) years of continuous service, 1.25 days of paid vacation for each completed calendar month of service up to a maximum of fifteen (15) days;
 - iii) After four (4) years or more of continuous service, 1.67 days of paid vacation for each completed calendar month of service up to a maximum of twenty (20) days.
 - iv) After ten (10) years or more of continuous service, 2.0833 days of paid vacation for each completed calendar month of service up to a maximum of twenty-five (25) days.

Part-time employees will accrue vacation on a pro-rated basis.

- 23.3 The Employer will shut down operations during the period between Christmas and New Years each year. All employees will receive their regular daily rate for hours that they would normally be scheduled to work.

Scheduled hours shall be defined as those the employee would normally have worked if operations remained open. Designated statutory holidays (e.g., Christmas Day, Boxing Day and New Years Day) are considered paid time for the purpose of this Article and will be designated during the period of shut down.

- 23.4 Vacation time must be taken at a mutually agreeable time and must be approved in advance by the Executive Director, or designate, having regard to the need to maintain efficient operations.

23.5

- a) Employees shall submit their request for vacation in writing at least two (2) weeks prior to the date they wish to commence their vacation. Requests made under this provision will be granted on a seniority basis up to April 1st of the vacation year. Thereafter on a first requested first considered basis. Following April 1st Management reserves the right to assign vacation time when necessary. It is understood that no request will be unreasonably denied. It is further understood that no travel arrangements should be made until approval is granted. The Employer will respond to the vacation request within five (5) working days.
- b) Notwithstanding the above, vacation requests of 3 (consecutive or otherwise) days or less shall be considered on an ongoing basis and will not be unreasonably denied.

ARTICLE 24 – SICK LEAVE AND PERSONAL TIME PROVISIONS

24.1 Sick Leave Defined

Sick leave is defined as the period of time an employee is absent from work by virtue of being ill or disabled and where compensation is not payable under the Workplace Safety and Insurance Act.

24.2 All full-time employees are eligible to receive up to thirteen (13) paid sick leave days per calendar year. As of January 1, 2026, paid sick leave shall increase to fifteen (15) days per calendar year. (For staff working less than 21 hours per week this will be pro-rated annually based on 0.0462 multiplied by total hours worked per year).

24.3 The Employer does not pay Employees for accumulated and unused sick leave credits when their employment ends. Sick leave credits have no cash value and there will be no payout of sick leave credits.

24.4 In the event of reoccurring or lengthy illness of five (5) consecutive days or more, or for other reasonable cause, the Employer may request an appropriate doctor's certificate or note. If there is a cost to the employee for the medical certificate, it will be paid for by the employer, up to a maximum of \$25.00, upon submission of a receipt.

24.5 Unused sick leave credits cannot be carried over into the following year. Unused sick leave credits shall be forfeited at the end of each contract year.

24.6 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence.

24.7 III Dependent

Employees will be allowed to use up to five (5) working days per year of their accumulated sick leave credits to attend to the care of an ill dependent.

24.8 Medical Appointments Leave

With advanced approval from the Executive Director or designate full-time employees shall be eligible to receive up to five (5) days per annum, paid leave of absence in order to engage in personal preventative medical health and dental care. It is understood that this shall include paramedical services. On request, employees may be required to show proof of medical, dental, or paramedical care as the case may be. Any cost associated with acquiring such medical notes shall be reimbursed by the employer upon receiving receipts for the cost.

For staff working less than 21 hours per week this will be pro-rated annually based on 0.0231 multiplied by total hours worked per year.

24.9 Paid Personal Time

All full-time employees are eligible to receive up to 6 paid personal leave days per contract year (for staff working less than 21 hours per week this will be pro-rated annually based on 0.0231 multiplied by total hours worked per year).

Personal time can be used on an hourly basis.

In order to be eligible to take paid personal time the employee must have earned the actual time and have passed their probation period.

Employees who have completed probation shall be awarded retroactivity paid personal time credits to their date of hire.

Unused personal time credits cannot be carried over into the following year. Unused personal time credits shall be forfeited at the end of each contract year.

The Employer does not pay Employees for accumulated and unused personal time credits when their employment ends. Personal time credits have no cash value and there will be no payout of personal time credits.

ARTICLE 25 – GENERAL LEAVES

25.1 Recognizing the need for time off for emergency family, personal, childcare or other personal business, the Employer will allow staff to use accumulated lieu-time, personal days or vacation time for these purposes. Such time should be approved by the Executive Director or designate in advance. The scheduling of such time must take into consideration the operations of the organization. Employees shall also have access to legislated leaves. Notice of leave shall be given in advance when possible unless it is an immediate leave.

25.2 The Employer shall have the discretion to grant a leave of absence, without pay, for legitimate reasons, provided that the Employer receives at least four (4) weeks advance notice, in writing, (except in cases of emergency) and provided that such leave may be arranged without undue hardship and disruption to the normal operations and services provided by the Employer and such discretion shall not be unreasonably exercised. Employees, when applying for such a leave, will endeavour to provide the Employer with as much notice as possible, will indicate the reason for the leave of absence in writing along with the date of departure and the date of return. The Employer will reply to the request in writing.

Employees requesting an unpaid leave will not be granted a leave in excess of six (6) months.

25.3 No Employee will accumulate seniority, vacation allowance, be paid for holidays, nor will any other benefits in this Agreement accrue or be paid while the Employee is on an unpaid leave of absence, but seniority and other accumulated credits established at the point of leave will be reinstated upon return to work.

25.4 It is understood that the Employees who are on approved leaves of absence, with pay, shall retain and accumulate seniority.

ARTICLE 26 – BEREAVEMENT LEAVE

26.1 Paid Bereavement Leave

The following leave of absence is allowed in the event of a death in the employee's family, commencing no later than the date of the funeral:

- a) Employee's spouse, parent or caregiver, sibling, child, grandparent or grandchild five (5) working days.
- b) Employees, Aunts/in-law and uncles-in-law, niece/in-law and nephew/in-law, parent-in-law, sibling-in-law, child-in-law, grandparents-in-law, three (3) working days.
- c) Two (2) working days off for bereavement may be utilized for attending the funeral of a person for whom the employee was a care team member or, for a client or service user of ASAAP.
- d) In the event of the death of an employee's pet or service animal, the employee shall be granted a leave of absence of one (1) working day.

ARTICLE 27 – JURY DUTY LEAVE

- 27.1 The Employer will grant an unpaid leave of absence to an Employee who is called upon to serve as a juror in any court. The Employee shall notify the Employer immediately after selection for jury duty as well as the dates that they are to serve on jury duty. The Employee will come to work during those scheduled hours they are not required to attend at court. The Employee will provide the Employer with a signed document from the clerk of the court stating the days in attendance.

ARTICLE 28 – PAY DURING LEAVE OF ABSENCE FOR UNION WORK

- 28.1 An Employee shall receive the wages and benefits (if applicable) provided for in this Agreement when on an unpaid leave of absence for Union work. However, the Union shall reimburse the Employer for all wages and benefits provided to such Employee during the period of absence within two (2) weeks of receipt of notice from the Employer that such payment is due.

ARTICLE 29 – PAY DAYS AND PAY CHEQUES

- 29.1 The Employer shall pay the salaries twice monthly on the working days closest to the 15th and the 30th of the month. On each pay day each Employee shall be provided with an itemized statement of her wages, and deductions.

ARTICLE 30 – PREGNANCY, PARENTAL AND ADOPTION LEAVE

- 30.1 Pregnancy, parental and adoption leave will be granted in accordance with the Employment Standards Act of Ontario.
- 30.2 At the request of the employee, parental leave may be extended beyond the period foreseen in the Employment Standards Act for up to a total of six (6) months, without a loss of seniority.

ARTICLE 31 – GROUP BENEFITS PLAN

- 31.1 The Employer hereby agrees to provide a Group Benefit Plan.
- 32.2 It is agreed the Employer will pay 95% of the monthly premium and the Employee will pay 5% of the premium. Such deductions will be made at source by payroll deductions on a bi-weekly basis. As of April 1, 2025, the Employer shall pay 100%.
- 31.3 The Group Benefit Plan will include the following coverage for employees:
- Basic Life Insurance
 - Accidental Death & Dismemberment
 - Short Term Disability
 - Long Term Disability
 - Employee Assistance Plan
 - Health Benefits Dental Benefits
- The cost for eyeglasses shall increase to two hundred (200) dollars every 24 months.
- 31.4 The benefits outlined in 31.3 shall be available to employee's common-law partner/spouse and dependent children provided that the cost of such additional coverage is borne by the employee.
- 31.5 It is agreed that during the life of this agreement the Employer may substitute another carrier for any of the foregoing provided that the level of benefits are not decreased.
- 31.6 Employees enrolled in the benefit plan who are on a paid leave of absence or on layoff, may continue in the benefit plan, provided the carrier permits and provided the employee pays the premiums of each month, while on leave. The Employer will pay its portion of the premiums and continue enrolment, provided the carrier permits, for the first full month of the leave or layoff.

ARTICLE 32 – GENERAL CONDITIONS

32.1 Bulletin Boards

The Employer agrees to provide a bulletin board to be utilized for Union notices and matters relating to employees covered by the collective agreement. The Union shall have reasonable access to the bulletin board. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Employer without advance approval from the Employer. The Union agrees to provide the Employer with copies of notices as requested.

32.2 Safety

The Employer and the Union will mutually co-operate to maintain a safe workplace and to attend to the elimination of any conditions which are a hazard to the health & safety of Employees. The Parties agree to comply with the Occupational Health & Safety Act as amended from time to time.

32.3 Minutes of Board Meetings

The Employer will make available to all the minutes of the Board of Directors meetings to the extent that such minutes are made public, within ten (10) calendar days after final approval of the minutes.

32.4 Transportation

- a) Whenever an employee is required to use the public transportation system in the course of their duties, such employee shall be provided in advance with tokens, or reimbursed for public transit fare subject to the submission of receipts.
- b) Subject to the Transportation Policy of the Agency, employees required to use their personal automobiles for reasons of employment shall be reimbursed a mileage rate which may be amended from time to time.

32.5 Pyramiding

In no event shall there be pyramiding of benefits or payments under this Agreement.

ARTICLE 33 – INTERPRETATION

- 33.1 The pronouns “they” and “their” are used throughout this agreement to recognize the non-binary nature of gender. Where the plural is used it may also be deemed to mean the singular within the appropriate context.
- 33.2 “Employee” shall mean a person in the bargaining unit described in Article 2.01.
- 33.3 “Probationary Employee” shall mean an Employee who is on probation as set out in Article 15.
- 33.4 The employer shall make a cell phone available to each employee who is required to have one for work purposes. Such phone shall be the property of the employer and shall be returned to the employer on the termination of employment with the Agency. All costs related to the use of an employer provided cell phone shall be paid by the Employer. Such costs shall include a phone with cell plan, repairs, and/or replacement when necessary.

ARTICLE 34 – TERM OF AGREEMENT

34.1 Effective Date

The term of this Agreement shall be from April 1, 2024 to March 31, 2027 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

34.2 Changes in Agreement

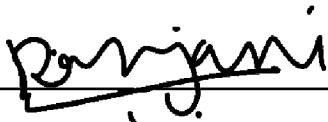
Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.


Signed this 13th day of February, 2025.

For the Employer:



For the Union:





SCHEDULE 'A'

ASAAP Staff Salary Schedule as of April 1, 2024

Title	Date of hire	Weekly hours of work	Contract Rate 03/31/23	3 Yr. Hourly rate	3 Yr. %
Settlement Worker - Arabic	September 1, 2023	35	\$22.00	\$26.00	18.2%
Settlement Worker - Farsi	June 1, 2020	44	\$22.00	\$26.00	18.2%
Settlement Worker - Farsi II	October 16, 2022	40	\$22.00	\$26.00	18.2%
Settlement Worker and Comm Dev/Social Media	May 16, 2022	44	\$22.00	\$25.50	15.9%
Admin Assistant and Volunteer Coordinator	July 2, 2008	44	\$22.50	\$25.00	11.1%
Linkage to Care Coordinator	February 1, 2024	35	\$21.50	\$25.00	16.3%
Support Coordinator	February 16, 2023	35	\$21.50	\$25.00	16.3%
Sexual Health Coordinator	May 16, 2024	35	\$21.50		11.6%

** Will increase to \$25.00 on April 1, 2025

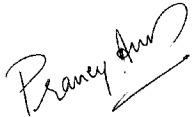
LETTER OF UNDERSTANDING #1

RE: TIME OFF

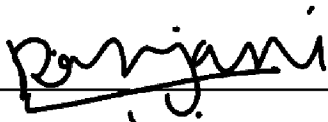
The parties recognize the importance of employees maintaining their health and wellbeing and recognize that from time to time the current sick time and other leave provisions may not be sufficient. The parties therefore agree that once all other options have been explored (i.e., current sick time, E.I. STD) an employee may request a discussion with the Executive or designate to explore options for additional time off. Such request for discussion and the possible granting of additional time off shall not be unreasonable denied.


Signed this 13th day of February, 2025.

For the Employer:



For the Union:





LETTER OF UNDERSTANDING #2

RE: WAGE RE-OPENER

The Employer agrees that if at any point during the term of the Collective Agreement any of the Employer's funding agencies, including government funders, announce an increase in the amount of funding provided to the Employer that can be put toward wages of any position in the Bargaining Unit, or if there are unspent personnel funds which can be awarded to Bargaining Unit members, the Employer will notify and meet with the Union to discuss the implementation of such wage increases.

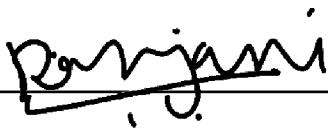
This Letter of Understanding will expire at the conclusion of the term of the Collective Agreement and will be open to including a similar Letter of Understanding in future terms of the Collective Agreement.


Signed this 13th day of February, 2025.

For the Employer:



For the Union:





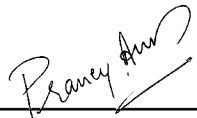
LETTER OF UNDERSTANDING #3

RE: WORKING FROM HOME

The parties agree to meet to discuss if a form of working from home will be agreed to and if so the criteria/protocols that will be followed.

Signed this 13th day of February, 2025.

For the Employer:



For the Union:

