

COLLECTIVE AGREEMENT

between

THE AIDS COMMITTEE OF TORONTO



and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 3697

CUPE / *Canadian Union
of Public Employees*

April 1, 2024 – March 31, 2026

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ARTICLE 1 – PREAMBLE

- 1.1 It is the purpose of both Parties to this Agreement:
- (a) to maintain harmonious and mutually respectful relations between the Employer and its Employees;
 - (b) to recognize the value of joint discussions concerning changes to working conditions;
 - (c) to encourage efficiency in operations;
 - (d) to provide a mechanism for the amicable adjustment of grievances which may arise;
 - (e) to ensure that there is an effective and efficient delivery of all programs.
- 1.2 The Parties to this Agreement share a desire to improve the quality of the Employer's services, and to promote the effective delivery of all programs of the Employer. Accordingly, the Parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed, including consistent treatment (subject to operational requirements).
- 1.3 The Employees will endeavour to work together with the Employer to assure the best possible service.

ARTICLE 2 – ANTI-RACISM/ANTI-OPPRESSION / EQUITY COMMITMENT

- 2.1 The Employer and the Union recognize that individuals who identify as any of the following, continue to experience systemic discrimination and oppression :
- Black
 - Indigenous
 - Racialized
 - Women
 - People living with disabilities
 - LGBTQ2S+ community members
 - People living with HIV

Both the Employer and Union are committed to the prevention and elimination of racist and oppressive employment practices and to actively providing a supportive work environment and culture that encourages equitable opportunities for all employees.

ARTICLE 3 – SCOPE AND RECOGNITION

- 3.1 The Employer recognizes the Union as the sole Collective Bargaining Agent for all Employees of the AIDS Committee of Toronto in the City of Toronto, save and except for Supervisors and persons above the rank of Supervisor, Payroll and Accounting Administrator and Executive Assistant.
- 3.2 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.
- 3.3 No Employee shall enter into any other agreement with the Employer which may conflict with the terms of this Agreement.

3.4 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 4 – NON-DISCRIMINATION, WORKPLACE VIOLENCE AND HARASSMENT

4.1 The Employer and the Union acknowledge and endorse the principles of the Ontario Human Rights Code and agree that there shall be no discrimination, with respect to employment, as described by the Ontario Human Rights Code.

The Parties further agree that all Employees have a right to work in an environment free from violence, harassment, or discrimination because of race, creed, colour, place of origin, ethnic origin, ancestry, citizenship, political affiliation, religious affiliation, sex (including pregnancy and breastfeeding), gender, gender identity, gender expression, sexual orientation, age, marital status, family status, HIV status, economic status, identity, disability, membership in a trade union, accommodation, and record of offences.

Workplace violence means:

The exercise of physical force, or attempt to exercise physical force, by a person, **including volunteer, co-worker, manager, or service user of the Agency**, against a worker, in the workplace, that causes or could cause physical injury to the worker.

A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Workplace harassment means:

Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

Workplace harassment may include bullying, intimidating or offensive jokes or innuendos, displaying or circulating offensive pictures or materials, or offensive or intimidating phone calls.

Any employee who is found to have engaged in harassment, violence or discrimination against another employee will be subject to the terms of the Employer's Human Resources Policy- Progressive Discipline.

The Agency will address any of the behaviours described in this Article by volunteers, co-workers, service users, or managers and shall take steps to ensure the behaviour stops and that the employee is made safe from further harassment.

4.2 The Employer and the Union acknowledge and are committed to providing a work environment that respects and protects the rights and safety of employees as guaranteed by The Canadian Charter of Rights and Freedoms, The Ontario Human Rights Code, The Accessibility for Ontarians with Disabilities Act (AODA), The Criminal Code of Canada, Ontario Occupational Health and Safety Policies and Procedures (including Violence in the Workplace, Bill 168) and other legislations that protect the rights and safety of all individuals.

4.3 **DEFINITION OF DISABILITY**

For the purposes of this Agreement, the term 'disability' is defined as follows in the Ontario Human Rights Code, as amended from time to time. The list below is not meant to be an exhaustive list.

- (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
- (b) a condition of mental impairment or a developmental disability;
- (c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols in spoken language;
- (d) a mental disorder;
- (e) an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

4.4 **UNION MEMBERSHIP**

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

4.5 The Employer and the Union recognize the importance and value of diversity in the workplace.

ARTICLE 5 – UNION SECURITY

- 5.1 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.
- 5.2 The Employer agrees to forward Union dues that have been deducted from an Employee's pay, to the National Secretary Treasurer of the Union monthly by the 15th day of the month following the month in which the deductions are made.
- 5.3 The Employer will, at the time of making each remittance hereunder to the National Secretary Treasurer of the Union, supply a statement showing names and home address, phone number, **personal email**, 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.
- 5.4 The Union will indemnify and save the Employer, its agents, and/or Employees, harmless from any claims, or any liability arising out of suits, judgements, 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 fees, assessments or any action taken at the request of the Union.
- 5.5 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.
- 5.6 The Employer agrees to provide the Union Steward with an opportunity to orient new Employees for a period of up to fifteen (15) minutes. 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 Employee's Supervisor.
- 5.7 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director (or their designate) to the Recording Secretary of the Union, with a copy to the CUPE National Representative.
- 5.8 No Employee shall conduct Union activities during working hours other than as specifically permitted by this Agreement or with the permission of the Management of the Employer.

ARTICLE 6 – STRIKES AND LOCKOUTS

- 6.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, neither it nor its representatives will authorize, call, direct or take part in any strike, picketing, slowdown or stoppage of or interference with work in or about the Employer's premises or premises at which the Employer provides any of its services.
- 6.2 In the event that Employees engage in any of the activities described by paragraph 6.1 above, the Union and its representatives (including Stewards) will instruct the Employee to cease such activity forthwith, return to work and perform their usual duties.
- 6.3 The Employer agrees that it will not threaten, cause or direct any lockout of its Employees for the duration of this Agreement.
- 6.4 The words "strike" and "lockout" shall also have the meaning given to those words in the *Ontario Labour Relations Act*.

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.1 The Union recognizes and acknowledges that all Management rights and prerogatives and the direction of the working forces, and the Management of the Employer's Agency are vested exclusively with the Employer and without limiting the generality of the foregoing, the exclusive functions of the Employer shall include the following rights:
- (a) to operate and manage the organization in every and in all respects;
 - (b) to maintain order, discipline, efficiency amongst its Employees and in connection therewith to establish and enforce rules, regulations, policies and practices from time to time to be observed by its Employees; the Employer reserves the right to amend or introduce new rules from time to time; proposed amendments to existing rules, or the proposed introduction of new rules will be discussed at Labour/Management Committee meetings;

- (c) to select, hire, retire, transfer, lay off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline Employees for just cause, provided that a claim that an Employee who has completed probation has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions;

In addition, probationary employees do have the right to file grievances and go to arbitration provided it can be demonstrated that the case has merits. With respect to matters of employment security, and discharge, just cause is not required. However, while the status of employees who have not completed their probationary periods is more vulnerable than those who have, fairness is required.

- (d) to determine the nature, kind and standard of services provided by the Employer, the kinds and locations of its operations, the kinds of equipment to be used, the methods of operating and the control of materials, goods, and the quality and quantity of services;
- (e) to have the right to plan, direct and control the work of the Employees, the operations of the Employer, and the schedules and procedures of work. This includes the right to introduce new and improved methods, facilities, combine or split up departments, or job classifications, or work locations, work schedules, and to increase or reduce personnel in any particular area, or on the whole, and the number of Employees required for the Employer's purposes and to reduce or increase normal hours of work per day or per week and to establish starting and quitting times; to assign Employees to shifts as required;
- (f) to determine the number of shifts, job content and requirements, to select and retain Employees for positions excluded from the bargaining unit, to determine new methods to be used, and to determine the requirements of a job and the qualifications of an Employee to perform the work required.
- (g) to properly supervise each employee and to complete a written evaluation of each employee annually.
- (h) to exercise any of the rights, powers, functions, or authority which the Employer had prior to the signing of this Agreement, or any predecessor Agreement, except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement.

- 7.2 Failure by the Employer to exercise any of its Management rights shall not be considered as a waiver or abandonment of any of such rights nor shall it preclude the Employer from exercising the same in some other way which is not in conflict with the express provisions of this Agreement.

ARTICLE 8 – UNION-EMPLOYER CO-OPERATION

- 8.1 The Union and the Employer agree to cooperate in the pursuit of ACT's mission, as amended from time to time, of developing and delivering innovative programs and services that promote the dignity, health and wellbeing of individuals and communities living with, affected by and at risk for HIV.
- 8.2 The parties acknowledge that the Agency, as a core value of the organization, adheres to the principles of GIPA (Greater Involvement of People Living with HIV) and MIPA (Meaningful Involvement of People Living with HIV). The parties further agree that the union, wherever possible, shall adhere to those same principles.
- 8.3 Communication by the Employer to the Union shall be addressed to the Unit Chair and copied to the Local President **and CUPE National Representative**. It is understood that the activities of the Unit Chair are undertaken on a volunteer basis for the Union.

ARTICLE 9 – APPOINTMENT OF UNION STEWARDS/BARGAINING COMMITTEE

- 9.1 The Employer recognizes the right of the Union to appoint or otherwise elect three (3) Employees as Stewards and one (1) employee as alternate Steward. The Employer also recognizes the right of the Union to appoint or otherwise elect one (1) employee to serve as Unit Chair.

The Employer also recognizes that employees from other units of the Local may be appointed or otherwise elected to serve as officers of the Union. In such cases the officer in question shall have the same rights afforded to Representatives of the Canadian Union of Public Employees under Article 9.7 of this Agreement.

- 9.2 Stewards shall be permanent Employees of the Employer in the bargaining unit and shall have successfully completed probation.

- 9.3 The Union shall notify the Employer, in writing, of the names of the Stewards that have been selected. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.
- 9.4 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 9.5 A Union Bargaining Committee will be elected by the Union consisting of not more than three (3) members of the Union who have successfully completed the probationary period. The Union will advise the Employer of the Bargaining Committee members. The Union Bargaining Committee will receive their regular rate of pay and applicable benefits while attending at negotiations for days which they otherwise would have worked but for negotiations, up to and including conciliation and shall be provided with time off in lieu for attending negotiations outside of work hours. It is understood that hours spent in negotiations shall not be counted as time worked for the purposes of calculating overtime entitlement.
- 9.6 The Employer agrees to meet with the Bargaining Committee to negotiate a renewal of this Agreement.

9.7 **UNION REPRESENTATIVE VISITS**

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, or an officer of the union local 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 Employer which shall not be unreasonably denied. A Union Representative or an officer of the union local shall not interfere with or disrupt the services provided by the Employer.

- 9.8 The Union acknowledges that Stewards have regular duties to perform on behalf of the Employer and that such persons must continue to perform their regular duties, and that except in rare cases, all activities of the Union and the Stewards will be carried on outside regular working hours unless otherwise permitted by the Employer or pursuant to this Collective Agreement.
- 9.9 It is agreed that the Union and the Employees may engage in Union activities during working hours or hold meetings at any time on the Employer's premises with the written permission of the Executive Director or designate.

- 9.10 Where a 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. It is understood that no Steward will take such time without first notifying their immediate supervisor. The Employer reserves its right to limit the length of any absence if it deems the time so taken to be excessive, which right shall not be exercised unreasonably. It is understood that only one (1) Steward is required to process a grievance.

ARTICLE 10 – DEFINITION OF GRIEVANCE

- 10.1 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.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.1 COMPLAINT STAGE

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 have first given the Employer an opportunity to adjust their complaint.

- 11.2 If an Employee has any complaint or question which they wish to discuss, they shall take the matter up with their immediate Supervisor within five (5) **working** days after the circumstances giving rise to the complaint or question has originated or occurred. **At the request of the Employee a Union Steward shall attend said meeting.**

- 11.3 If such complaint or question is not settled to the satisfaction of the Employee concerned, within a period of three (3) **working** days following advice of the immediate Supervisor's discussion, or within such longer period as may be mutually agreed upon at the time, then the steps of the grievance procedure may be invoked.

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

11.5 GRIEVANCE PROCEDURE

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 a Union Steward), to their immediate Supervisor or Director within ten (10) **working** days of the actual occurrence giving rise to the grievance. 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 Supervisor shall reply to the grievance, in writing, within five (5) **working** days from the day it was submitted.

Step No. 2

If further action is then to be taken, then within three (3) working days after the decision is given in Step No. 1, **on behalf of** the Employee, **the Union** shall refer the grievance, in writing, to the Executive Director or their designate. A meeting will then be held between the Executive Director or their designated representative and the **Union with the grievor present** within seven (7) **working** days. It is understood that at such a meeting the Executive Director, or their designate representative may have such counsel and/or assistance as they may desire, and that the Employee **shall** have a steward present. The **Local** may request the assistance of a CUPE National Representative. The decision of the Executive Director or their designated representative shall be given, in writing, within seven (7) working days following the meeting.

Step No. 3

Should the Executive Director or their designated representative fail to render a written decision as required in Step No. 2 or failing settlement of any grievance under the foregoing procedures, arising from a grievance as defined in Article 10.1, 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 seven (7) days after the decision under Step No. 2 is given or within fifteen (15) working days following the meeting under Step No. 2 of the grievance procedure, the grievance shall be deemed to have been settled and abandoned and the same grievance shall not be made the subject matter of a further grievance.

- 11.6 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.
- 11.7 Any of the time allowances referred to above, may only be extended by the mutual written consent of the Parties.
- 11.8 In this Agreement, in determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 11.9 No matter may be submitted to arbitration which has not been properly carried through all Steps of the grievance procedure.

11.10 GROUP GRIEVANCES

- (a) 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.
- (b) If there should be an accumulation of grievances to be referred to arbitration of a similar nature, one Arbitrator shall be constituted to deal with all such grievance disputes.

DISCIPLINE, SUSPENSION AND DISCHARGE GRIEVANCE

- 11.11 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.
- 11.12 A grievance related to discipline not including suspension or discharge shall be filed at Step No. 1 of the grievance procedure and must be presented in writing, dated and signed within five (5) working days after notice of discipline.
- 11.13 A suspension or discharge grievance shall proceed directly to Step No. 2 of the grievance procedure and must be presented, in writing, dated, and signed within five (5) days after notice of the discharge or suspension was given, or within five (5) days after the Employee ceases to work for the Employer, whichever is the earlier.

- 11.14 When an Employee is called to a meeting with a representative of the Employer, at which discipline or Employee performance will be discussed, the Employee is entitled to have a Union Steward present during the meeting.
- 11.15 At a prearranged time with the Employer, and in the presence of a representative of the Employer, an Employee will have access to their personnel file. The Employee will be permitted to have copies of any material contained in their personnel file but will not remove any of the contents from the file.

EMPLOYER'S GRIEVANCE

- 11.16 The Employer may institute a grievance, consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union, its representatives, or any Employee, in writing, dated and signed, by forwarding a written statement of said grievance to the Union Representative of the Union, provided that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Employer and the Union within seven (7) days. When submitting the grievance, the Employer shall suggest at least three (3) alternative days, and times and places at which the meeting may be held. Failing to hold the meeting shall be deemed to be a denial of the grievance. The representative of the Union shall give its decision, in writing, within seven (7) days after the meeting. Failure to render such decision shall be deemed to be a denial of the grievance. 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.

UNION POLICY GRIEVANCE

- 11.17 The Union may institute a grievance, consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement, in writing, 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.

ARBITRATION

- 11.18 The Employer and the Union Agree that a Sole Arbitrator shall hear all grievances not resolved during the grievance stage. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 11.19 Each of the Parties shall pay its own expenses including its own fees for witnesses that it may require and one half (1/2) of the expenses and fees of the Arbitrator.
- 11.20 The Arbitrator 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 10.1 shall be arbitral.
- 11.21 The Arbitrator 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 Arbitrator may dispose of a grievance in any manner which it deems just and equitable in the circumstances.
- 11.22 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.
- 11.23 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.
- 11.24 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 Arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Employer.
- 11.25 In resolving disputes, an Arbitrator will determine the nature of the differences in order to address their real substance.

ARTICLE 12 – PROBATION

- 12.1 A newly hired Employee shall be known as a probationary Employee until they have actually worked and successfully completed a period of employment of six (6) calendar months.
- 12.2 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) by mutual written agreement of all parties, (the Employee, the Union, and the Employer) the employer may extend probationary status by no more than three (3) months; or
 - (c) terminate the Employee in accordance with Article 12.
- 12.3 Probationary Employees will be advised of their performance in writing, during the term of their probationary period through ongoing, monthly, formal supervision meetings.
- 12.4 All probationary Employees will receive a three (3) month performance review.
- 12.5 An Employee who successfully completes three (3) months or more of their duties as a contract or temporary Employee and is hired on into a permanent position that essentially involves the same duties as they were performing while on contract or as a temporary Employee, will only be required to complete a three (3) month probationary period. In all other cases, the Employee will be required to complete a probationary period in accordance with Articles 12.1 and 12.2 above.

ARTICLE 13 – SENIORITY

- 13.1 (a) 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 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 12. 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.
- (b) One seniority list shall be maintained for full-time (indicating date of hire) and part-time, temporary/contract (indicating start date and numbers of hours worked) Employees. If a part-time Employee becomes full-time then their seniority shall be converted to a date of hire on the basis that one (1) year of seniority is equal to 1950 hours worked as a part-time Employee. If a full-time Employee becomes part-time then their seniority shall be converted to a number of hours worked on the basis that the Employee will receive 1950 hours of seniority for each full-time year worked with a pro rata amount for part years of seniority as a full-time Employee. A seniority list will be maintained for contract and temporary Employees for the purposes of job postings.
- (c) In the event a temporary or contract Employee is successful in obtaining a posted permanent job, the Employer will recognize all current, continuous service for the basis of calculating seniority. For the purpose of calculating seniority, breaks of employment shall not exceed 3 months. No seniority is accrued during a break in employment.
- (d) When two or more employees have the same seniority with the Employer, their seniority shall be determined by the date and time their applications were received by ACT.
- (e) The Employer shall post and update the seniority list in each category in January and July of each year.
- (f) For purpose of internal job postings, a seniority list will be maintained for contract and temporary Employees. This shall be posted in January and July each year.
- (g) An Employee shall have twenty (20) days within which to challenge the seniority list. Thereafter, the seniority date of each Employee will be deemed to be conclusive.

ARTICLE 14 – LAYOFF AND RECALL

14.1 LAYOFF

Where layoff is necessary, the Employer shall first meet with the Union to discuss the effect of such reduction on the level of services and the affected position(s).

- (a) Both Parties recognize that job security will increase in relation to seniority as provided herein.
- (b) In the event of work-force reduction, the basis for order of layoff will be determined by knowledge, skills, experience, education and ability to perform the work and, if these factors are reasonably equal, then layoff of employees will be in reverse seniority in their classification .
- (c) 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.
- (d) A uniform reduction in the number of hours scheduled in a work week for any classification of employees or for all employees within the category shall not constitute a lay-off 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 14.
- (e) The Employer shall advise the Union of layoffs at least two weeks prior to informing the affected Employees who are to be laid-off. The affected Employee(s) may exercise bumping rights within five (5) working days of the layoff notice by providing written notice to the Employer. This notice will indicate the positions that the Employee wishes to be considered for and will demonstrate how the requirements for the position(s) are met; qualifications, knowledge, skills, experience, education, and ability to perform the work. This process is not to be interpreted as, or held to the same standard as, a job interview.
- (f) Upon receipt of the Employee's intention to exercise bumping rights, the Employer shall assess the qualifications, knowledge, skills, experience, education, and ability of the Employee to perform the work. The Employer will endeavour to complete this assessment within 15 working days and if bumping rights are to be exercised, the Employer shall notify the affected Employee.

- (g) In the event of a layoff, the employer will provide two (2) weeks' notice per year of service. In addition, an employee who is laid off and waives their right to be recalled will receive a total of one extra week of notice or pay in lieu of notice.

14.2 **RECALL**

When Employees are to be recalled by the Employer, they will be recalled in order of seniority provided the employee has the knowledge, skills, experience, education and ability to do the job. The employee will be notified by registered mail or email at their last place of residence, or at their last place of residence known to the Employer. It shall be the Employee's responsibility to keep the Employer informed of their most current address and email address.

- (a) No new permanent, contract or temporary Employees will be hired if there are Employees on layoff who are entitled to recall in accordance with Article 14.
- (b) 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.
- (c) Grievances concerning lay-offs and recalls will be initiated at Step 2 of the Grievance Procedure.

In the event that a position within a bargaining unit becomes vacant or a new position is created, the Employer shall post such vacancy internally, as per Article 16 of the Collective Agreement. Simultaneously, such job postings shall be provided to all Employees on layoff via email and registered mail. When a vacancy is not filled internally through the job posting, the recall process as per this Article shall apply.

ARTICLE 15 – LOSS OF SENIORITY AND DEEM TERMINATION

- 15.1 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) laid off and waives their right to be recalled;
- (d) discharged for cause and is not reinstated;
- (e) layoff in excess of twenty-four (24) months;
- (f) 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 a reasonable explanation is provided to the Employer;
- (g) failure to notify the Employer of an intention to return to work, within forty-eight (48) hours of being notified of recall by email and registered mail, or failure to return to work within seven (7) calendar days or employment start date if later than 7 days, after being notified of recall by email and registered mail (unless the Employee is ill and has informed the Employer). Registered mail sent to the Employee's most recent address, on **their** employment file, shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the Employee to keep the Employer informed of their current address and email;
- (h) failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the Employee to the Employer;

15.2 TRANSFERS OUTSIDE BARGAINING UNIT

No Employee shall be transferred to a position outside the bargaining unit without their 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 be returned by the Employer to **their** position in the bargaining unit at any time within the trial period which may be for up to six (6) consecutive months, or longer by mutual agreement. If an Employee returns or is returned to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

ARTICLE 16 – JOB POSTING

- 16.1 (a) In the event that a new bargaining unit position is created, or when a permanent vacancy occurs in an existing classification unless the Employer decides that it is not going to fill a vacancy or that it intends to postpone the filling of the vacancy, the Employer will post such new positions or permanent vacancies for a period of seven (7) working days internally by email. All applications must be received by the Employer no later than the end of the seventh day. The employer will also post the position simultaneously to employees on the recall list as per Article 14.2. The employer may also post the position externally, simultaneously, provided that external applications are not viewed by the Employer until it is determined that there are no qualified internal candidates or those on the recall list.
- (b) Vacancies not expected to exceed twelve (12) weeks need not be posted. Such temporary vacancies may include the temporary reassignment of any Employee, providing there is mutual agreement, in order to support the delivery of programs and services and shall suffer no reduction in pay. It is understood that Employees who are temporarily transferred pursuant to this provision shall be returned to the original job.
- (c) Newly created jobs may be posted without an evaluation providing that the evaluation is completed within 30 days of the job being posted. In such cases, the posting shall state that the job has not yet been evaluated.
- 16.2 The posting will stipulate the nature of the position, the required qualifications, required knowledge, skills, experience, education and training, shift hours of work and rate of pay.
- 16.3 It is expressly understood that satisfactory work performance will be a requirement for internal vacancies and will therefore be considered in accordance with criteria noted above. Where no evaluation has taken place within the last twelve (12) months the Employee's performance shall be deemed to be satisfactory.
- 16.4 Permanent, temporary and Contract Employees will be provided equal opportunity to apply for internal job postings. In the event that two or more internal applicants apply for a posting, the Employer will first consider qualifications, skills, experience and knowledge. If these factors are relatively equal, then seniority will apply.

In the event a temporary or contract Employee is successful in obtaining a posted, permanent job, the Employer will recognize all current, continuous service for the basis of calculating seniority.

Temporary and/or contract employees who are successful internal applicants will be required to complete a probationary period as per Article 12.

For the purpose of internal job postings, a seniority list will be maintained for **permanent and** contract Employees. This shall be posted in January and July each year.

16.5 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.

16.6 Twenty-four (24) hours prior to posting the name of the successful applicant to a vacant position notice shall be provided to the Union's Unit Chair along with a list of all internal applicants. Within seven (7) working days of the date of an appointment to a vacant position, the name of the successful applicant will be posted as an all staff email with the union local president copied. This email will include the following information: Name, job title, pro-nouns, ACT email address, and extension as well as contract length, if applicable.

16.7 **TRIAL PERIOD**

A successful internal applicant will be placed on a trial period for a period of three (3) working months. The applicant will become permanent in this position 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 their former positions 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 their former position and salary without loss of seniority.

ARTICLE 17 – LABOUR-MANAGEMENT COMMITTEE

- 17.1 (a) A Labour-Management Committee will be established consisting of two (2) Employee representatives and two (2) representatives of the Employer.
- (b) The Committee will meet each month 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.
- 17.2 The Committee shall receive a notice and agenda for the meeting at least two (2) days in advance of the meeting.
- 17.3 The two (2) Employee representatives, serving on the Committee, will be paid their regular rates of pay if a meeting is held during their scheduled working time.
- 17.4 The Committee will deal with matters of mutual concern excluding grievances or matters pertaining to negotiations and it is not empowered to alter or amend the Collective Agreement.
- 17.5 An Employer representative(s) and an Employee representative(s) will be designated as Joint Chairpersons of such meetings.
- 17.6 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 representative(s) and to the Employer.
- 17.7 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.
- 17.8 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 18 – HOURS OF WORK AND SCHEDULING

- 18.1 It is understood that this Article shall not be interpreted as a guarantee of normal hours of work per day, or of hours of work per week, or of days of work per week nor shall this Article be interpreted as a guarantee that the normal hours of work will not be increased or decreased if found necessary by the Employer having due regard for its organization, nor is it a guarantee of any Employee's working schedule(s).
- 18.2 Due to the nature of the work of the Agency, some of these normal weekly hours may, from time to time, have to be worked during evenings or weekends as required.
- 18.3 The work week for full-time employees regularly employed for five (5) days a week will be thirty-seven and one half (37.5) hours per week. Employees working this schedule will be allowed two (2) paid rest periods of fifteen (15) minutes each and one half (1/2) hour unpaid meal period.
- Employees working less than a full working day of seven and a half (7.5) hours, will receive paid rest periods of fifteen (15) minutes in each three (3) hour work period and an unpaid lunch period as per the Employment Standards Act.
- If an employee must work through their meal period, the employee must first seek approval from their direct Supervisor.
- The Employer may permit employees to work less than a regularly scheduled work week, in which case the employees' salary, vacation, Discretionary Health Spending Account, and sick leave and other entitlements under this agreement will be pro-rated.
- 18.4 The normal weekly hour is referred to for the purposes of computing overtime only.
- 18.5 It is agreed and understood that actual starting and quitting times may be adjusted by the Employer from time to time provided that adequate notice is given.
- 18.6 Notwithstanding the operational needs of the Agency, the parties agree that employee's specific hours and/or days may vary depending on work load demands, individual jobs and personal needs. Requests for changes in work schedules must be submitted, in writing, and are subject to the approval of the Employer having regard to the needs of the organization. These requests for flexible work schedules shall not be unreasonably withheld.

18.7 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.

18.8 **ON CALL TIME**

The parties agree that there shall be a minimum of 15 minutes claimed through flextime for on call work undertaken outside of regular working hours.

18.9 **ADJUSTMENTS TO TIMESHEETS**

Supervisors shall not alter an employee's timesheet without first notifying the employee of the change if a mistake is found.

ARTICLE 19 – OVERTIME

- 19.1 (a) The general goal will be to minimize overtime. Employees are expected to take time off such that they do not incur overtime over a two-week period.
- (b) An employee shall receive their Supervisor's approval before working time in excess of normal hours, where reasonably possible. If there is a possibility that work in excess of 80 hours in a two-week period will be necessary, then this must be approved in advance in writing by their Supervisor.
- (c) A full-time employee who performs work in excess of forty (40) hours in a one-week period, will be compensated by receiving time off (lieu time) at the rate of time and one half pay for hours worked in addition to 80 hours. A part-time employee who works additional hours over and above their normal work hours, will be compensated by receiving time off (lieu time) at the rate of straight time up to 80 hours worked in a two-week period and time and one half pay for hours worked in addition to forty (40) hours. There shall be no pyramiding of overtime or premium hourly rate or any benefits under this Agreement.
- (d) Any lieu time accumulated by an employee which has been approved by their Supervisor and has not been used by the Employee at the cessation of the employment, however such cessation may have been caused shall be paid out in full at the applicable rate of pay for which the lieu time was accumulated.

- 19.2 Lieu time is to be taken at a time that is mutually convenient. If the Parties cannot agree on a mutually convenient time, the Employer will have the right to schedule the time off having regard to the needs of the organization.
- 19.3 Lieu time must be taken by the end of the sixth month following the month in which it is earned. Where such time off cannot all reasonably be scheduled by the Employer and Employee, the period for taking such lieu time may be extended by an additional one (1) month.

In the event that lieu time is not scheduled within this seven (7) month period, it is acknowledged that the accumulated lieu time will not be lost. Further, where the accumulated lieu time, which has not been taken within the seven (7) month period required by this Article, exceeds 100 hours, the amount of the accumulated lieu time exceeding 100 hours will be paid out.

ARTICLE 20 – LEAVES OF ABSENCE

- 20.1 Where practicable, the Employer shall have the discretion to grant a leave of absence for up to three (3) months or less, without pay, provided only that the Employer receives at least three (3) weeks' advance notice, in writing, (except in cases of emergency) and provided that such leave may be arranged without undue inconvenience and disruption to the normal operations and services provided by the Employer and such discretion shall not be unreasonably exercised. Applicants, when applying, must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer will reply to the request in writing.
- 20.2 An unpaid leave of absence greater than three (3) months may be granted to an employee who after completing at least five (5) years of continuous service wishes to pursue other interests. Such leave of absence shall be for a period of up to one year. Such leave shall be requested at least three (3) months in advance and shall not be unreasonably denied.
- 20.3 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.
- 20.4 It is understood that Employees who are on approved leaves of absence, with pay, shall retain and accumulate seniority.

20.5 PREGNANCY, PARENTAL AND ADOPTION LEAVE

Leave shall be granted in accordance with the provisions of the Employment Standards Act, 2000 S.O. 2000, c.41.

(a) An Employee entitled to leave under the above, and who provides the Employer with proof that they have applied for and are eligible to receive Employment Insurance Benefits pursuant to Section 18, Employment Insurance Act (Canada), shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan as follows:

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

AND

ii) up to a maximum of fifty-one (51) additional weeks, payments equivalent to the difference between the sum of the weekly EIC benefits the Employee is eligible to receive and any other earnings received by the Employee, and ninety-five percent (95%) of the actual weekly rate of pay for their regular classification which they were receiving on the last day worked, prior to the commencement of the pregnancy leave.

(b) An Employee receiving the pregnancy, parental or adoption leave allowance under the Supplementary Employment Benefit Plan shall have their benefits coverage and accumulation of vacation and sick leave credits continued during the period they receive the leave allowance.

(c) If requested, in writing, at least two (2) weeks prior to the date of expiry of their leave, an Employee shall be entitled to a leave-of-absence without pay for an additional period of up to six (6) months. The request shall indicate the exact period of extended leave and shall not be subject to further extension.

(d) Employees shall have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.

(e) Payments in respect of guaranteed annual remuneration, as defined in the Employment Insurance Act, or in respect of deferred remuneration of severance pay benefit shall not be reduced or increased by payments received under the Plan.

20.6 COMPASSIONATE LEAVE

- (a) The Employer agrees to provide compassionate leave in accordance with the Family Medical Leave provisions of the *Employment Standards Act*, 2000 S.O. 2000, c.41 effective January 2, 2018. In the event that the Family Medical Leave provisions of the ESA are subsequently repealed or amended to provide a lesser level of entitlement, the Employer agrees to continue to provide compassionate leave in accordance with the Family Medical Leave provisions in effect as of the date of execution the Collective Agreement, **on February 15, 2018**.
- (b) An Employee entitled to leave under the above, and who provides the Employer with proof that they have applied for and is eligible to receive Employment Insurance Benefits, shall be paid an allowance in accordance with a Supplementary Unemployment Benefit Plan providing for payments equivalent to ninety-five percent (95%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the leave.

20.7 BEREAVEMENT LEAVE

- (a) When a death occurs in the immediate family of a permanent Employee, such Employee shall be granted a leave of absence for up to five (5) paid working days.

For clarity, paid bereavement leave shall be pro-rated for permanent part time employees.

Full-time contract staff on a contract of at least one (1) year will be entitled to three (3) paid bereavement days when a death occurs in the immediate family and (1) paid bereavement day to attend the funeral of a person outside of their immediate family.

- (b) Immediate Family shall be defined as: parent, co-parent, spouse, partner, common-law partner, child, step-child, siblings, spouses/partners parents and grandparents. Where requested chosen family shall be treated as immediate family.
- (c) All permanent Employees will be granted up to three (3) paid working days bereavement leave for the purposes of attending the funeral of a person outside their immediate family and shall include extended chosen family.

- (d) The Employee will only be paid their regular pay for hours during the leave which they otherwise would have worked but for the leave of absence.

The Employer may grant additional bereavement leave time off, without pay, when requested by an Employee.

- (e) All permanent Employees will be granted up to one (1) working day per year bereavement leave for the loss of a pet.

20.8 JURY DUTY LEAVE

The Employer will grant a leave of absence to an Employee who is called upon to serve as a juror in any court. The Employer will pay such an Employee the difference between their regular earnings and the payment received for jury services. This will be affected by the Employee signing over their jury fees (excluding any amount received for mileage and meal allowance) to the Employer, and the Employer will continue the Employee's regular wage payments. 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 regularly scheduled hours that 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.

20.9 PAY DURING LEAVE OF ABSENCE FOR UNION WORK

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, Approval for such leave shall be dependent on operational needs and Management approval and shall not be unreasonably denied.

20.10 DOMESTIC AND SEXUAL VIOLENCE LEAVE

As per the ESA, any employee that has experienced or been threatened with domestic or sexual violence is eligible to take time off for the following:

Seek medical attention, access services from victim services, to have counselling, legal assistance or to move.

Employees are entitled to up to ten (10) full days of domestic or sexual violence leave every calendar year and can be taken in part days. The first five (5) days of the leave will be paid.

ARTICLE 21 – PAY DAYS AND PAY CHEQUES

21.1 The Employer shall pay the salaries referred to in Schedule “A” attached hereto and forming part of this Agreement twice monthly. On each pay day, each Employee shall be provided with an itemized statement of their wages, and deductions.

ARTICLE 22 – PAID HOLIDAYS

22.1 Employees shall receive the following paid holidays:

New Year’s Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday (1 st Monday in August)	Labour Day
Thanksgiving Day	Christmas Eve
Christmas Day	Boxing Day
New Years Eve	National Day for Truth and Reconciliation

In the event of an additional statutory holiday under the ESA, 2000, such addition will be included in and form part of Article 22.1 Paid Holidays.

22.2 Authorized work performed on a paid holiday will be paid for at the rate of one and one-half (1 ½) times the Employee’s regular rate of pay in addition to holiday pay, where applicable.

Holiday pay for the holidays listed above shall be calculated in accordance with the Employment Standards Act, 2000 as amended from time to time.

22.3 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.

22.4 In order to qualify for holiday pay, an Employee must work their full scheduled shift immediately preceding and immediately following all paid holidays unless the Employee is absent due to illness. Upon request by the Employer, the Employee must provide a doctor’s note to verify any absence due to illness.

22.5 The amount of public holiday pay to which an employee is entitled shall be calculated as per the Employment Standards Act (2000) as amended from time to time.

- 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 their 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 When any Employee is required to work on any one of the paid holidays, the hours the Employee works on the holiday will not be taken into consideration in calculating any overtime pay to which the Employee may be entitled for the period in which the holiday occurs.

ARTICLE 23 – VACATIONS

- 23.1 Employees will be scheduled to take vacations by the Employer while having due regard for its operations. Employees will submit their request for preferred vacation dates and such requests will be considered by the Employee's Manager or their designate in establishing a vacation schedule.
- 23.2 Vacation are accrued by anniversary date and are not cumulative from year to year unless otherwise agreed to by the Employer, in writing.
- Vacation time accumulated and not used by an employee's anniversary date, in the year in which it was earned, will be used within the first four (4) months of the next year of employment. Management will Work with staff in order to ensure all approved carryover vacation is scheduled accordingly.
- 23.3 Permanent full-time Employees will be entitled to vacations, with pay, in accordance with the following schedule:
- i) for less than one (1) year of continuous service, 1.25 days of paid vacation for each full completed calendar month of service up to a maximum of fifteen (15) days;
 - ii) after one (1) year but less than six (6) years of continuous service, four (4) calendar weeks of paid vacation;
 - iii) In the sixth (6) year of continuous service, five (5) calendar weeks of paid vacation.
 - iv) In the eighth (8) year of continuous service, six (6) calendar weeks of paid vacation.

- v) In the tenth (10) year of continuous service, seven (7) weeks of paid vacation.
- 23.4 (a) Permanent part-time Employees will be entitled to paid vacation leave based on a pro-rata basis by comparing the hours they regularly and recurrently work each week in relation to a thirty-seven and one-half (37.5) hour work week worked by a permanent full-time Employee, (For greater clarity, and by way of example, a permanent part-time Employee who regularly works fifteen (15) hours per week, and who has completed one (1) year of service would be entitled to $15/37.5$ of a permanent full-time Employee's paid vacation entitlement, which would be six (6) calendar days.)
- (b) All other Employees will receive vacation pay in accordance with the Employment Standards Act.
- 23.5 In calculating the wages earned during the vacation year for the purposes of determining vacation pay for other Employees referred to in Article 23.4, no account shall be taken of any vacation pay previously paid.
- 23.6 A permanent full-time Employee, whose employment terminates at any time in the vacation year, prior to using their earned vacation, will be entitled to a proportionate payment of their wages in lieu of such unused vacation, prior to the date of termination. In cases where an employee has been advanced vacation from the next year the proportionate payment will be deducted from final pay.
- 23.7 When a permanent Employee suffers a loss for which paid bereavement would normally be paid as per Article 20.7 or is hospitalized due to illness or injury during their period of vacation, vacation credits will not be deducted in respect of the period of bereavement or hospitalization and resulting recuperation, such credits may be scheduled for use at another time in the year in respect of which the Employee must use vacation credits.

ARTICLE 24 – GENERAL CONDITIONS

- 24.1 Any disciplinary notice, that is given to any Employee, shall be removed from the Employee's file after eighteen (18) months from the date of issue provided that the Employee has not been disciplined, in any way, during the said eighteen (18) month period.

24.2 INVALIDITY

It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Dominion of Canada and the Province of Ontario. Should it later be determined that it would be a violation of any legally effective Dominion or Provincial Order or Statute to comply with any provisions of this Agreement, the Parties hereto hereby agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such Dominion or Provincial Order or Statute, and the other provisions of this Agreement shall not be affected thereby and the remainder of this Agreement shall remain in full force and effect.

24.3 RETIREMENT AGE

Employees who choose to retire are required to provide the Employer with at least three months prior written notice, where possible, to ensure enough time for transition planning.

24.4 ACCOMMODATION FOR MEALS

Accommodation shall be provided as per the Employment Standards Act, referenced below, for Employees to have their meals.

An employer shall give an employee an eating period of at least 30 minutes at intervals that will result in the employee working no more than five consecutive hours without an eating period.

24.5 NO PYRAMIDING

In no event shall there be any pyramiding of benefits or payments under this Agreement. Pyramiding shall be defined as to receiving payment of two (2) or more premium payments under different provisions of the Collective Agreement for the same hours worked.

24.6 BULLETIN BOARDS

The Employer agrees that notices concerning Union activities may be posted on a bulletin board provided by the Employer. All Union notices must be signed by proper officials of the Local Union and submitted to the Employer for approval before being posted. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Employer without the Employer's approval. No change shall be made in any such notice either by the Employer or by the Union after it has received approval by the Employer.

24.7 DAY OR DAYS

When the word “day” or “days” is used in any Article of this agreement it is understood to be exclusive of Saturdays, Sundays, and paid holidays.

24.8 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 and safety of Employees. The Parties agree to comply with the Occupational Health & Safety Act as amended from time to time .

24.9 MINUTES OF BOARD MEETINGS

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

24.10 DISABILITY PROVISION

In accordance with the Ontario Human Rights Code, any Employee who has become unable to perform the normal and regular duties of their job as a result of a disability shall be given consideration for work, to the extent that the Employer can provide such work. Any such position would not be subject to a job posting under Article 16 nor could such Employee displace an Employee as a result of this Article.

24.11 EMPLOYEE EVALUATION

When the Employer undertakes a written evaluation of an Employee, it will complete the process within six (6) weeks. Written evaluations which are to be filed in the Employee’s personnel file, shall be shown to the Employee in advance. The Employee may add the Employee’s views to such evaluation before it is filed and shall receive a copy which shall be signed by the Employee and their supervisor and dated. The Employee’s signature shall indicate only that the evaluation has been seen and discussed with their supervisor. It is understood and agreed that evaluations are not disciplinary in nature and may not be the subject of a grievance under the Collective Agreement. Evaluations will only be done by Supervisors or those above the rank of Supervisor, not by the Employee. Supervisors may seek verbal input from employees regarding their evaluations.

24.12 **JOB EVALUATION**

As per the Job Evaluation process, Employees may request to have their jobs re-evaluated and no such request will be unreasonably denied. The Job Evaluation Committee shall consist of equal representation from both the Employer and the Union.

ARTICLE 25 – BENEFITS

25.1 ACT will provide education to all staff on all benefits as described in Article 25 and Letters of Understanding pertaining to Health Care or Benefits (benefits including health, short and long-term disability etc.) on an annual basis.

25.2 **AUTOMOBILE ALLOWANCE**

An Employee who is required to use their own automobile for the Employer's business will be paid the current years CRA rate. Any expense claims must be in compliance with Agency Operations Policies and Procedures and submitted to the Executive Director using Travel Expense Forms.

25.3 The Employer will pay the costs of premiums so that permanent employees who work fifteen (15) hours or more per week will continue to be provided with the following benefits:

- (a) A Dental Care Plan with no deductible.
- (b) Short Term Illness Plan – The Employer will maintain a sub-plan of Human Resources Canada's Employment Insurance and will agree to top up employees' Employment Insurance benefits to 95% for up to seventeen (17) weeks. Eligibility will be determined by Human Resources Canada.
- (c) A Vision Care Plan, which provides for \$500.00 in benefits every two (2) years for each plan member and \$100 every 24 months for an Optometrist visit.
- (d) In support of good mental well being, an Employee Assistance Program shall be available to all permanent employees. Effective June 1, 2022, contract employees on a contract of three (3) continuous months or more are eligible for the EAP. Access to the EAP is effective on the start date of employment.
- (e) Paramedical services currently provided under the Employers policy shall remain the same:

1. Chiropractic at five hundred dollars (\$500) per year
2. Physiotherapy at five hundred dollars (\$500) per year.

And a combined five hundred dollars (\$500) per year for:

1. Orthopedic
2. Kinesiotherapy
3. Massage Therapy

And combined five hundred dollars (\$500) per year for:

1. Psychiatry
2. Psychotherapy
3. Psychologist
4. Social Worker

- (f) Life Insurance of two times (X2) the Employees annual salary;
- (g) Accidental Death and Dismemberment (ADD) of half a million dollars (\$500,000) insurance;
- (h) Spousal Life Insurance of ten thousand dollars (\$10,000) and dependent Child Life Insurance of five thousand dollars (\$5,000);
- (i) Private duty nurse up to ten thousand dollars (\$10,000) per year;
- (j) Prescription orthotics up to four hundred dollars (\$400) per year;
- (k) Out-of-province insurance up to sixty (60) days absence from Ontario;
- (l) Discretionary Health Spending Account (DHSA) credit card.

25.4 The Employer will continue the existing Pension Plan at the present level of Employer and Employee contributions.

25.5 The Employer will not be responsible for the payment of benefit premiums nor for the provision of any benefit in the event that a permanent full-time Employee is otherwise covered for any benefit.

25.6 The Employer will have the right to select the insurance carrier of its choice in respect of any of the benefits provided herein (to the extent that all benefits must continue to be provided at the current rates of coverage outlined in this Agreement). Employees will resolve any disputes concerning benefit payments directly with the Insurer.

- 25.7 Any coverage pursuant to any of the benefits provided herein will be subject to the terms and conditions of the insurance carrier's policy or policies or the carrier's contract with the Employer.
- 25.8 The Employer will arrange Long-Term Disability (LTD) coverage for all Employees. The premium for such coverage shall be paid by each Employee.
- 25.9 On January 1st of each year the Employer agrees to establish a discretionary health spending account for each permanent full-time Employee in the amount of four hundred dollars (\$400) per annum. Permanent part-time Employees will be entitled to the benefit on a pro-rated basis. Any amounts not spent as of December 31st in each year are forfeited. The health spending account may be accessed to purchase health related benefits not covered by the Employer-provided health insurance plan.

ARTICLE 26 – SICK LEAVE

- 26.1 The Parties recognize that illness and other health related needs of the staff member or their family will occasionally prevent staff members from attending work. The Employer will provide paid Sick Leave benefits for Permanent Employees who are unable to attend work because of illness or injury which is not subject to Workers' Compensation Benefits.
- 26.2 Full-time, Permanent Employees will accrue paid Sick Leave at the rate of 1.67 working days per month from the Employee's original Date of Hire. Part-time Permanent Employees will accrue paid Sick Leave on a prorated basis from the Employee's original date of hire. Contract employees shall be entitled to ten (10) Personal Emergency Leave days per year, with five (5) of these days paid per year, pro-rated for part-time contract employees. Contract employees who are employed beyond one year are entitled to the same Sick Leave accrual as outlined above.
- 26.3 Permanent full-time or part-time Employees may accumulate and carry over, from their anniversary date, earned Sick Leave to a maximum of 30 working days.
- 26.4 The Employer will pay 100% of the Employee's current earnings when the Employee is away from work on sick leave, for any accrued time in accordance with Article 26.2.
- 26.5 Employees who resign, retire or who are terminated, will not receive payment for unused Sick Leave.

- 26.6 Employees may, with the approval of their supervisor, be allowed to use up to five (5) working days per year of their accumulated Sick Leave credits in order to attend medical and dental appointments for themselves or for immediate family members or for persons for whom they are caregivers.
- 26.7 In the interests of promoting good health and well-being, employees shall be able to use up to three (3) banked days per year as Personal Paid Leave Days. Personal Paid Leave Days are accrued by anniversary date and cannot be carried over to a new anniversary year.
- 26.8 Immediately after the close of each fiscal year, the Employer shall advise each Employee in writing of the amount of Sick Leave used in the previous year and the amount of working days accrued to the Employee's credit.

ARTICLE 27 – PROFESSIONAL DEVELOPMENT

- 27.1 In accordance with ACT's values, employees are encouraged to pursue continuous learning and educational opportunities that are beneficial to the work of the agency. To that end, the Employer will provide employees with **up to four hundred (400) dollars per year** to access to educational and learning opportunities and where budgeting and funding permits, a professional development fund for permanent Employees to help defray the costs associated with attending courses, workshops and/or other educational opportunities directly related to their work at ACT. Permanent, full-time Employees (22.5 hours/week or more) shall be entitled to the full amount of the professional development funds. Permanent, part-time employees (working less than 22.5 hours/week) shall have this amount prorated based on their full time equivalent (FTE). Approval for such requests shall not be unreasonably withheld.

ARTICLE 28 – INTERPRETATION

- 28.1 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.
- 28.2 The terms "regular pay", "straight time pay", and "regular rate of pay" when used in this Agreement shall mean the amounts indicated in the wage category schedule as hourly earnings only and shall not include any amounts than those hourly earnings.
- 28.3 "Employee" shall mean a person in the bargaining unit described in Article 3.

- 28.4 “Probationary Employee” shall mean an Employee who is on probation as set out in Articles 12.
- 28.5 “Permanent Employee” shall mean an Employee who has completed the probation period and who is not a temporary or contract Employee.
- 28.6 “Permanent full-time Employee” shall mean an Employee who has successfully completed the probation period and who is scheduled to work twenty-two and one-half (22.5) hours or more each week on a regular and recurring basis. Such Employee is not a temporary Employee or Contract Employee as defined herein.
- 28.7 “Permanent part-time Employee” shall mean an Employee who has successfully completed the probation period and who is scheduled to work less than twenty-two and one-half (22.5) hours each week on a regular and recurring basis. Such Employee is not a temporary Employee or contract Employee as defined herein.
- 28.8 “Temporary Employees” shall mean an Employee who has been hired to:
1. replace an Employee who is on approved leave for the duration of the leave; or
 2. to work during periods of peak or excessive workload for a period no longer than twelve (12) weeks; and
 3. Temporary Employees are paid the Union entry level rate of pay for the position that they are employed in.
 4. Temporary Employees are not entitled to any benefits other than 4% vacation pay.
- 28.9 “Contract Employee” shall mean an Employee who has been hired for a period no longer than 365 calendar days or such longer period as may be agreed to, in writing, by the **Agency** and the Union, or such longer period as required by a funding agreement:
1. to work on a specific task or project **that will not be renewed**; or
 2. to perform work for a predetermined period of time; or
 3. to perform work which is funded by special grants;

- 4. After 365 calendar days a contract employee shall accrue vacation time at a rate of 1.25 days of paid vacation for each full completed calendar month of service up to a maximum of 3 weeks' vacation.**

It is agreed that employees on a contract of one (1) year or more will be entitled to benefits (excluding ACT Pension and LTD) after 6 months of continuous service. After one (1) year of continuous service contract employees will be entitled to vacation as outlined in this agreement.

When the same person is employed on a new contract within sixty (60) days of completing a previous contract they shall be credited for time worked towards benefits as stated above.

28.10 "Category" refers to the job categories as defined in Schedule A.

28.11 "Classification" refers to the specific job titles as laid out in Schedule A.

ARTICLE 29 – DURATION

29.1 This Agreement shall come in to force on April 1st, **2024**, and shall remain in effect up to and including March 31st, **2026**, and shall remain in effect from year to year thereafter unless either Party gives to the other Party written notice of termination or desire to amend this Agreement.

29.2 Notice that amendments required may only be given within the period of not more than ninety (90) days prior to the expiration date of this Agreement.

29.3 This Agreement may be amended by mutual consent of the Parties.

29.4 This Agreement will become effective as of the date of its execution by the Parties.

IN WITNESS WHEREOF the Parties have signed this Agreement at Toronto, Ontario
this 5th day of June, 2025.

FOR THE UNION

J. Kuymanovic

Eric Levitt

Robin Silver

FOR THE EMPLOYER

Ryan Lick

Rafael Torres

SCHEDULE A

Amended April 2022

Category 1

Counsellor

Community Counsellor

Community Counsellor / Program Coordinator

Category 2

Campaigns and Major Gifts Coordinator

Communications Coordinator

Community Programming Coordinator

Donor Relations & Database Coordinator

Employment Consultant

Gay Men's Community Education & Resource Coordinator

Gay Men's Group Programs Coordinator

Gay Men's Health Systems Coordinator

Gay Men's Online Outreach Coordinator

Gay Men's Sexual Health and Harm Reduction Outreach Coordinator

Group and Community Programming Coordinator

Individual Giving Coordinator

Positive Youth Outreach Program Coordinator

Program Developer

Service Access Coordinator

Special Events Coordinator

Totally outRIGHT Toronto Program Coordinator

Education and Training Resources Coordinator

Women's Community Development Coordinator

Women's Support Coordinator

Category 3

Accounting Clerk

Community Trainee

Program Facilitator- Gay Men's Coffee Night

Food Program and Social Support Worker

Provincial Women and HIV Initiative Program Assistant

Retention Administration Coordinator

Research Coordinator

Category 4

Totally outRIGHT Peer Facilitator

Totally outRIGHT Support Worker

Category 5

Students

The parties agree that the following wage increases shall apply to all bargaining unit positions but do not apply to Students who shall be paid as per their funding.

AIDS COMMITTEE OF TORONTO – BARAGINING UNIT PAY GRIDS

Wages in effect April 1, 2024 – March 31, 2025 (5.0% increase)

	STEP 1		STEP 2		STEP 3		STEP 4
Category 1	61,509		62,923		64,340		65,787
Category 2	55,207	2.30%	56,505	2.30%	57,800	2.20%	59,096
Category 3	52,616	2.50%	53,911	2.40%	55,207	2.30%	56,505
Category 4	50,023	2.60%	51,321	2.50%	52,616	2.50%	53,911
Category 5	47,432	2.70%	48,731	2.70%	50,023	2.60%	51,320

Wages in effect April 1, 2025 – March 31, 2026 (4.0% increase)

	STEP 1		STEP 2		STEP 3		STEP 4
Category 1	63,969		65,440		66,914		68,418
Category 2	57,415	2.30%	58,765	2.30%	60,112	2.20%	61,460
Category 3	54,721	2.50%	56,067	2.40%	57,415	2.30%	58,765
Category 4	52,024	2.60%	53,374	2.50%	54,721	2.50%	56,067
Category 5	49,329	2.70%	50,680	2.70%	52,024	2.60%	53,373

SCHEDULE A, NOTE 1:

When an employee successfully obtains a vacancy in a higher job category, the employee will be placed at the same step that they are currently in within the new job category. On an employee's anniversary date they will be eligible to move to the next step within their category subject to satisfactory job performance.

SCHEDULE A, NOTE 2:

The Employer agrees that it will not hire new Employees, at a rate of pay higher than level 2 of the job; salary range, unless the Union agrees to allow the Employer to pay a higher level.

SCHEDULE A, NOTE 3:

Staff below the top step of the existing salary schedule shall receive a one-step increase on their anniversary date in year 1, 2 and 3 of this collective agreement.

LETTER OF UNDERSTANDING #1

between

AIDS COMMITTEE OF TORONTO (the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and Its Local 3697 (the "Union")

RE: Amendment of Article 24.2 (c): Short Term Illness Plan and Supplemental Unemployment Benefit (SUB) Plan – Sickness

The parties agree to the following amendment of Article 24.2 (c) Short Term Illness Plan to ensure consistency with amendments to the Agency's Supplemental Unemployment Benefit Plan dated March 1, 2002.

The Employer will maintain a SUB plan, approved by Human Resources Development Canada, which tops up eligible Employees' Employment Insurance (EI) Sick Benefits to 95% of their normal earnings for a period of up to fifteen (15) weeks exclusive of the two-week waiting period. If HRDC imposes a waiting period of up to two (2) weeks, the Employer will pay the Employee 95% of their salary during the waiting period. An Employee must use all credits in their accumulated sick bank before they are eligible to apply for EI Sick Benefits.

The AIDS Committee of Toronto Supplemental Unemployment Benefit Plan is as follows:

1. The following group of Employees is covered by the plan: All Permanent Employees.

Definition: The AIDS Committee of Toronto SUB Plan is designed to supplement Employment Insurance (EI) sick benefit payments.

2. To receive SUB plan payments from ACT, an Employee must provide documentation from Human Resources Development Canada (HRDC) confirming that they have applied for and is in receipt of Employment insurance sick benefit payments.

3. Benefit Level:

The SUB plan will top up eligible Employee's earnings to 95% of their weekly earnings for a period of up to 15 weeks. If a two week waiting period is imposed by HRDC, ACT will pay SUB at 95% of the Employee's normal weekly earnings while the Employee is serving the two week waiting period.

4. The plan provides that the gross amount of EI benefit from this employment plus the SUB payment will equal 95% of the Employee's normal weekly earnings.
5. The duration of the plan is to be consistent with the duration of the collective agreement.
6. The plan is financed by ACT's general revenues. A separate record of all the SUB payments will be kept.
7. ACT will maintain an Employee's group health insurance benefits for the duration of the paid EI sick benefits period.
8. On return to work, an Employee will suffer no disciplinary action, penalty or reduction of wage or seniority because of the leave,
9. Payments received under this plan will not affect any other remuneration or paid benefit to which the Employee is entitled under ACT's terms of employment or the Employment Standards Act.
10. Employees do not have a right to SUB payments except as a supplement to EI benefits as specified in this plan.

Dated at Toronto, Ontario this 5th day of June, 2025.

FOR THE UNION







FOR THE EMPLOYER





LETTER OF UNDERSTANDING #2

between

AIDS COMMITTEE OF TORONTO (the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and Its Local 3697 (the "Union")

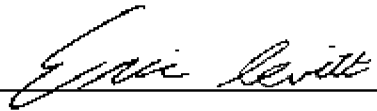
RE: Restructuring

The parties agree that consultation with the Union and its members is valuable in the event that the Employer intends on restructuring the agency. As such, the Union will be consulted, wherever possible, prior to implementation. If such consultation is not possible the Union shall be informed. The parties will discuss alternatives available, staff reductions, if any, or cost saving measures.

Dated at Toronto, Ontario this 5th day of June, 2025.

FOR THE UNION

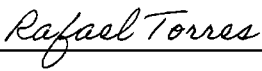






FOR THE EMPLOYER





LETTER OF UNDERSTANDING #3

between

AIDS COMMITTEE OF TORONTO (the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and Its Local 3697 (the "Union")

RE: Job Opportunity – Contract Positions

Permanent ACT staff interested in new job opportunities are encouraged to apply to contract job postings, as a contract worker, subject to the following criteria.

1. They have the required qualifications, knowledge, skills, experience and training as per Article 15 of the Collective Agreement.
2. They are currently working 15 hours per week or more.
3. They accept the wage rate of the posted contract position.
4. The duration of the posted contract position is for 6 months or longer.

Successful candidates will:

- i) Be permitted to transport any accumulated benefits, sick time credits, vacation entitlements that they currently enjoy with them for the duration of the contract worker position.
- ii) Continue to enjoy all other rights afforded them in the collective agreement.
- iii) Be subject to a 3-month reversion period by either the Employee or Employer.
- iv) Return to their base position at the end of the contract period.

Contract Job Opportunity postings will continue as outlined in Article 15.1(a) of the collective agreement.

When a permanent staff is successful in obtaining a contract worker job opportunity, ACT will then post the vacant base position as a new contract for the period of time that coincides with the vacancy and this new posted contract position would not be open or subject to another contract worker job opportunity.

Dated at Toronto, Ontario this 5th day of June, 2025.

FOR THE UNION

J. Guymond

Eric Levitt

Abriin Silken

FOR THE EMPLOYER

Rafael Torres

Rafael Torres

LETTER OF UNDERSTANDING #4

between

AIDS COMMITTEE OF TORONTO (the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and Its Local 3697 (the "Union")

RE: Calculation of Seniority as per Article 12 of the Current Collective Agreement

The Union and Employer agree that seniority will be accumulated under the following conditions of leave (A):

- pregnancy, parental and adoption leave
- bereavement leave
- absences for union work (as per collective agreement)
- jury leave
- work related education leave
- short term disability

Seniority will not be accumulated under the following conditions (B):

- unpaid compassionate leave
- unpaid leave including for educational purposes deemed not related to work
- long term disability

Note: As per article 12.1 subsection "c", penultimate sentence: "For the purposes of calculating seniority, breaks of employment shall not exceed 3 months."

Seniority is calculated in the following manner:

Total hours worked since date of hire with the following adjustments:

- Seniority continuance for above mentioned (A) leave conditions
- Seniority not accumulated for above mentioned (B) leave conditions
- Seniority not accumulated for any employment preceding or following a break exceeding 3 months
- All other actual contract hours and/or permanent part-time or full-time hours worked.

See article 12.1 b) for further seniority calculation notes.

Dated at Toronto, Ontario this 5th day of June, 2025.

FOR THE UNION

J. Guymond

Eric Levitt

Abri Silver

FOR THE EMPLOYER

Ryan L...

Rafael Torres

LETTER OF UNDERSTANDING #5

between

AIDS COMMITTEE OF TORONTO (the “Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and Its Local 3697 (the “Union”)

Re: Workload Policy

The Parties agree to the following as the agreed policy and procedure for addressing the issue of workload:

OVERVIEW

The AIDS Committee of Toronto (ACT) assigns to each staff responsibilities that pertain to their job function and role at the organization. These responsibilities or tasks are outlined in each staff’s job description. New assignments may be prioritized from month to month, depending on team or individual work plans/objectives, the agency’s operational plan or strategic directions. In any event, any changes must fall within the overall scope and responsibilities of the staff’s job description.

ACT is committed to ensuring that staff’s job functions or workload are monitored through the supervision process to ensure work plan goals are met, staff are supported in reaching those goals and that their workload does not create a barrier in achieving employment success.

POLICY

The AIDS Committee of Toronto is committed to ensuring that all staff have job descriptions, annual plans and supervision which allows both parties to monitor, evaluate and assess workload pressures and to take action to alleviate any barriers to achieving work plan success.

Issues related to maintaining workload balance do not include issues related to repeated absenteeism, vacation scheduling, or concerns about overall work performance. However, consistent, approved lieu time accumulation and the need for professional development supports may affect workload issues.

PROCEDURE

Staff is entitled to supervision with their manager during which monitoring of work plan activities or priorities related to their job descriptions are discussed. Workload issues are discussed during supervision, recognizing that both management and staff have a shared interest in ensuring that work assignments are achievable.

If a staff's workload becomes a problem, then the manager and the staff will review work plan activities/objectives in reference to tasks and expected completion times. The manager and staff will adjust tasks in relevance to expected timelines accordingly. The manager and employee, as warranted, may refer to other factors impacting workload.

Managers and staff are expected to discuss workload issues with each other when new tasks or activities are assigned.

Staff is expected to discuss workload issues with their manager before taking on new initiatives or commitments that have not been assigned by their manager.

Staff has the right to ask managers to:

- discuss why tasks have been assigned within a specific time period;
- review concurrent assignments and establish priorities and timelines; and,
- consider other options to assist in completing tasks.

Staff has the right to ask for agreed changes to work assignments to be included on work plans/objectives and/or supervision notes.

If projects are not completed in time periods consistent with prior agreed expectations the manager will discuss possible solutions with the staff involved.

Should a disagreement arise between a staff and a manager in resolving any workload issues, the staff and the manager will present their concerns to the Executive Director for further resolution.

If workload problems become persistent across an entire team, the manager will advise the Executive Director and discuss possible solutions.

Dated at Toronto, Ontario this 5th day of June, 2025.

FOR THE UNION

J. Kuymanovic

Eric Levitt

Robin Silken

FOR THE EMPLOYER

[Signature]

Rafael Torres

LETTER OF UNDERSTANDING #6

between

AIDS COMMITTEE OF TORONTO (the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and Its Local 3697 (the "Union")

Re: Bill 124 Wage Re-Opener

The Union can request to meet with the Employer to re-open the Collective Agreement for the sole purpose of negotiating potential wage increases in the event that:

- (a) The Union is granted an exemption pursuant to its request under Section 27 of the Protecting a Sustainable Public Sector for Future Generations Act, 2019 (Bill 124); or
- (b) Bill 124 is withdrawn or amended by the Ontario Legislature to provide for increases in compensation above 1% within the three-year moderation period prescribed by Bill 124; or
- (c) Bill 124 is overturned by the courts and all appeals are exhausted and it is either:
 - 1. not replaced by similar legislation; or
 - 2. replaced by legislation with provisions that might allow for a negotiated increase within the three-year moderation period prescribed by Bill 124.

In such a case, should the Union wish to re-open the collective agreement for the purpose of renegotiating the previously agreed to wage increases, it shall provide the Employer with notice to that effect prior to the expiry of the Collective Agreement and the Parties shall meet within 30 days of the Union having given notice to negotiate wages.

Dated at Toronto, Ontario this 5th day of June, 2025.

FOR THE UNION

J. Kuymanovic

Eric Levitt

Robin Silken

FOR THE EMPLOYER

Ryan Lick

Rafael Torres

LETTER OF UNDERSTANDING #7

between

AIDS COMMITTEE OF TORONTO (the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and Its Local 3697 (the "Union")

Re: Working from Home

An Employee may submit a written request to their manager to work from home on either an occasional or ongoing basis, with the understanding that there will be a minimum amount of time that they are required to work in the office weekly. Requests to work from home will be approved by the Manager on a case by case basis, taking into consideration program/department needs. Permission for such requests will not be unreasonably withheld. It is acknowledged that due to the nature of services provided, in some cases, working from home is not possible. Employees working from home will continue to be members of the bargaining unit and as such, will be covered by the terms of the collective agreement. There will be no reduction in the Employee's wages or benefits while working from home as a result of the working from home agreement. Employees shall be permitted to utilize the laptop that is normally provided in the workplace when working from home, wherever possible. Any Employee that is approved to work from home is responsible for working in a safe and professional manner while ensuring the safety, confidentiality, privacy and respect of participants. Employees must adhere to all ACT policies and procedures that would apply if the employee were working at the regular worksite and ACT.

Dated at Toronto, Ontario this 5th day of June, 2025.

FOR THE UNION

J. Kuymanovic

Eric Levitt

Robin Silber

FOR THE EMPLOYER

Ryan Lisk

Rafael Torres
