

CUPE
Local 4232



COLLECTIVE AGREEMENT

between

ANDUHYAUN INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 4232

September 1, 2020 – March 31, 2027

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ARTICLE 1- PREAMBLE

- 1.01 The parties agree that the general purpose of this Collective Agreement is to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer, the Union and the employees covered by this Agreement; to establish an orderly collective bargaining relationship; to establish a means of settling differences which may arise from time to time between the parties in a fair and equitable manner; and to set forth an Agreement covering the terms and conditions of employment which will promote the morale, wellbeing and economic security of bargaining unit employees.
- 1.02 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.
- 1.03 The Union acknowledges that the mandate of Anduhyaun is to support Aboriginal women and their children in their efforts to maintain their cultural identity, their self-esteem, and their economic, physical and spiritual wellbeing. Both parties endeavour to promote the understanding of and respect for Aboriginal traditional cultural values in their relationship with each other and with the employees covered by this Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees at Anduhyaun Inc, in the City of Toronto, save and except supervisors and persons above the rank of supervisor.
- 2.02 Persons not covered by the terms of this Agreement will not perform duties normally assigned to those employees covered by this Agreement, except for the purposes of instruction, introduction of new methods or programs, or in emergencies when regular employees are not readily available.
- 2.03 The employer shall not contract out any work usually performed by members of the bargaining unit.

2.04 **Relief Employees**

- (a) Relief staff may be scheduled up to a maximum of twenty-four (24) hours per week in accordance to their availability. Scheduled shifts will be distributed equitably amongst Relief staff.
- (b) Where the Employer becomes aware of an additional available shift(s) more than two (2) weeks prior to the date of the shift, the Employer will email all relief staff and will distribute the additional shifts equitably in accordance with the current practice. The employer will email every staff who indicated an interest in the additional shifts(s) advising of the shift assignment.
- (c) Relief staff will also be "on call" to cover extra and available shifts and will be called in order of seniority. A shift is considered extra and available when the employer became aware of it less than two (2) weeks prior to the shift.

2.05 **Contract Employees**

Contract employees may be hired for a specific term not to exceed twelve (12) months to carry out a special project or to replace an employee who will be on approved leave of absence, absence due to W.S.I.B. disability, or eighteen (18) months to replace an employee on maternity/parental leave, sick leave, or long-term disability. Available contract positions will be posted externally and internally at the same time. Positions will be offered first, to qualified aboriginal relief staff members, second, to qualified external aboriginal applicants, and third to non-aboriginal qualified relief staff in accordance with seniority provisions. The period of employment of such persons shall not exceed the absentee's leave. The Employer will inform the Union of the circumstances giving rise to the vacancy and the special conditions relating to such employment.

2.06 (a) Relief employees will be entitled to all rights and privileges of the Collective Agreement, except Article 15 (Layoff and Recall), Article 18 (Leaves of Absence), Article 20 (Benefits), Article 21 (Paid Holidays), Article 22 (Vacations) and Article 23 (Sick Leave).

(b) Contract employees will be entitled to all rights and privileges of the Collective Agreement, except Article 15 (Layoff and Recall) and Article 18 (Leaves of Absence). However, contract employees will be entitled to take bereavement leave in accordance with Article 18.05. Where a contract employee's contract is renewed for an additional term, the contract employee will continue, as if she had continuous employment and all benefits will immediately continue to be in effect.

- 2.07 No member of the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representative(s), which may conflict with the terms of this collective agreement,
- 2.08 The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union will transact business.
- 2.09 Union Officers, Stewards and Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including the investigation and processing of grievances, attendance at meetings with the Employer and participation in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from their immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above union duties, including work performed on various joint Labour Management Committees, shall be considered as time worked, and paid at the appropriate rate.
- 2.10 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when meeting or negotiating with the Employer. Upon prior notification, such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement.

ARTICLE 3 - NO DISCRIMINATION

3.01 No Discrimination / No Harassment

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either of them with respect to any Employees in the matter of hiring, wage rates, training, upgrading, promotions, transfer, layoff, recall, discipline or otherwise, contrary to the provisions of the Ontario Human Rights Code, the Ontario Labour Relations Act, the Employment Standards Act and the Occupational Health and Safety Act of Ontario.

Both the employer and the Union acknowledge, that it is the employee's right and it is the employer's obligation to accommodate under the Ontario Human Rights Code.

The Employer and the Union further agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either of them by

reason of, or arising out of, directly or indirectly, an Employee's legal activities, or lack of activities in regards to Trade Union Membership.

- 3.02 Throughout the Agreement, all parties shall acknowledge that whenever the feminine or masculine gender is used, it shall be considered to be reference to both genders. Where the singular is used it may also be deemed to mean the plural within the appropriate context.
- 3.03 All references to "spouse" in this Collective Agreement shall include commonlaw and/or same sex partner.

ARTICLE 4 - UNION SECURITY AND UNION MEMBERSHIP

- 4.01 The parties hereto agree to compulsory check-off of Union dues and a one-time initiation and/or readmission fee for all employees who come within the bargaining unit. The amount to be deducted shall be the regular union dues and fees as established by the Union, or assessments reviewed by the Union.
- 4.02 Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded to the Union by the fifteenth (15th) of the following month.
- 4.03 The Employer shall forward dues and fees deductions to the National Secretary-Treasurer of the Union, along with a list of all members, the wages earned during the month by these members, and the dues deducted, with a copy to the Local Secretary-Treasurer.
- 4.04 The Employer agrees to provide all information required to assist the Union in representing the members of the bargaining unit, including:
- a) The Union shall be advised each month of all hiring's, transfers, promotions, leaves, layoffs, **WSIB claims**, recalls, terminations, the names, addresses, phone numbers and classifications of any new employees.
 - b) The Union shall receive annually a list containing the names of all employees, addresses, phone numbers, their salary rates and job classification.
 - c) The Union will be advised of the filling of any vacancy within the bargaining unit.
 - d) Upon written request by the Union, the Employer shall make available to the Union any information and documentation required by the Union to

enable the parties to bargain in good faith within the meaning of the Ontario Labour Relations Act. The Employer will provide such information within ten (10) working days of receiving the request where it is reasonably capable of doing so.

- 4.05 The Employer shall indicate on the T-4 slips the total amount of union dues paid by each member of the bargaining unit in the preceding calendar year pursuant to this Article.
- 4.06 (a) The Employer agrees to advise potential bargaining unit employees of the fact that the Union has bargaining rights and that such employees will be subject to the Union Security and Dues check-off provisions of any collective agreement that may be in effect from time to time.
- (b) The Employer agrees to provide a Union Steward with an opportunity to meet with new employees for a period of up to thirty (30) minutes, during regularly scheduled working hours. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the collective agreement. Such meetings will be held at a time and location mutually agreed upon between the Steward and the employee's immediate supervisor, within the first thirty (30) days of the employee's employment, without loss of compensation to either the Steward or the new employee.
- 4.07 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director (or designate) and the Recording Secretary of the Union (or designate), or the CUPE National Representative with a copy to the Recording Secretary of the Union, as applicable.
- 4.08 The Employer shall place at the disposal of the Union, a bulletin board for Union purposes. The Union may post documentation, which pertains to general information and interests to its members.
- 4.09 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising from deductions made in accordance with this Article.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

- 5.01 **Labour-Management Committee**
The parties agree that consultation and communication of matters of joint interest are desirable to promote good, constructive and harmonious relations. Accordingly:

- (a) A Labour-Management Committee will be established consisting of two (2) Union representatives and two (2) Employer representatives. The parties shall alternate in acting as Chairpersons of the meetings.
- (b) The Committee will meet quarterly, unless a request to meet sooner by either party is made, at a mutually agreed upon time and place for the purpose of discussing issues relating to the workplace which affect the parties or bargaining unit employees, excluding grievances or matters pertaining to negotiations. The Committee may make recommendations to the parties with respect to the discussion in Committee meetings.
- (c) Matters for the agenda may be submitted by either party and submitted to the Co-Chairperson responsible for chairing that meeting. All members will be provided with the agenda at least two (2) working days in advance of the meeting. Additional items may, be added to the agenda, by mutual agreement of the Co-Chairpersons.
- (d) The parties will alternate in taking minutes at each meeting. Draft minutes of each meeting will be prepared as soon as possible after the close of the meeting and provided to Committee members. Once the minutes have been approved and signed by the Chairpersons, they shall be posted in the workplace.
- (e) The Committee will review cases where an employee returning to work from injury or illness requires permanent or substantial temporary modification of her/his former duties. The Committee will review the restrictions placed on the employee and recommend whether their existing job can be modified to meet the employee's needs. If this is not possible, the Committee will recommend if a suitable vacant position exists elsewhere. If the Employee wants, the Committee will also review the progress of employees on modified work as required.
- (f) Both parties agree that, while the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only. Furthermore, the Committee shall have no power to alter, amend, add to or modify the terms of this Agreement.

5.02

Stewards

- (a) The Employer recognizes the right of the Union to appoint or otherwise elect up to four (4) employees as Stewards.
- (b) The Union shall notify the Employer in writing of the names of its Stewards. 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.

5.03 Bargaining Committee

A Union Bargaining Committee will be elected or appointed consisting of not more than three (3) members of the Union. The Union will advise the Employer of the names of the Bargaining Committee members.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union acknowledges that the management of the Employer's operations is 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 maintain order, discipline, and efficiency;
- (b) To hire, assign, retire, transfer, classify, direct, layoff, recall, promote, demote and to discharge, suspend or otherwise discipline employees for just cause;
- (c) To determine job classifications, work assignments, standards of work, the number of personnel required, services to be performed and the methods and procedures to be used in connection therewith;
- (d) To make, alter and enforce reasonable policies and procedures to be observed by employees and which shall not be inconsistent with the terms of this Agreement;
- (e) To determine the nature, location and extent of its operations and their commencement, expansion, curtailment or discontinuance;
- (f) To make and enforce rules, policies and work practices that will ensure compliance with all relevant legislation under which each program of the Agency is required to operate.

6.02 In exercising its rights and in conducting its employment relations, the Employer shall act fairly and reasonably, and in a manner consistent with the terms and conditions and the spirit of this Agreement.

6.03 The Employer will post new or revised policies normally one (1) month in advance of the policy coming into effect, with a copy sent to the Union. Upon request of the Union, a Labour-Management Committee meeting shall be called to discuss the new policy.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement or a case where the Employer has allegedly acted unjustly, improperly, or unreasonably.

All grievances shall proceed according to the following steps. At each step of the grievance procedure, the employee shall have the right to be present,

7.02 Complaint

(a) It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible. It is understood that if an employee has a complaint, it shall be discussed with their immediate supervisor within ten (10) business days after the circumstances giving rise to the complaint or have come or ought to have reasonably come to the attention of the employee in order to give the immediate supervisor an opportunity of adjusting the complaint. An employee presenting a complaint to the supervisor may be accompanied by a Steward.

(b) Attempts at such informal settlement of complaints shall not exceed ten (10) business days. In the event the complaint is not resolved, the steps of the Grievance Procedure may be invoked.

7.03 Traditional Dispute Resolution

On a purely voluntary basis, individual grievors may choose to pursue grievances, following the Complaint Stage in Article 7.02, by utilizing the Traditional Dispute Resolution model attached as Schedule "B" to the Agreement. It is understood that if the grievance is not resolved through the Traditional Dispute Resolution process, it may be carried through the remainder of the normal Grievance Procedure and the time limits contained therein shall only apply upon the completion of the Traditional Dispute Resolution process/meeting. It is further understood that all grievance settlements achieved through the Traditional Dispute Resolution process will be without prejudice or precedent and shall not be relied upon in any proceeding as evidence of the proper interpretation of the Collective Agreement.

A request to utilize the Traditional Dispute Model must be submitted to the Executive Director (or designate) within ten (10) business days.

The Traditional Dispute Resolution process is available to all members of Local 4232.

- 7.04 **Step 1**
Failing settlement at the complaint stage, the Union may submit the grievance in writing to the Executive Director (or designate) within ten (10) business days. The grievance shall be in writing on a grievance form and shall contain the nature of the grievance and the remedy sought. A meeting will be held within ten (10) business days of submission of the grievance between the Executive Director (or designate), the supervisor responsible, the grievor and two (2) representatives of the Union. The Executive Director (or designate) shall deliver the response in writing to the Union within fifteen (15) business days of the date of the meeting,
- 7.05 **Step 2**
Failing a satisfactory settlement being reached at Step 1, the Union or the Employer may decide to refer the dispute to arbitration not later than thirty (30) business days after the decision at Step 1 has been received.
- 7.06 **Group Grievance**
Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed by having all employees sign a written grievance at Step 1. Such a grievance shall then be processed within the framework of the grievance procedure.
- 7.07 **Policy Grievance**
The Union or Employer may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this Agreement in writing at Step 1 of the grievance procedure, provided that it is presented within twenty (20) business days after the circumstances giving rise to the grievance have originated or occurred, or ought to have reasonably come to the attention of the grieving party. This procedure shall not be utilized to circumvent a grievance, which should properly be brought as an individual grievance.
- 7.08 The time limits fixed in the grievance and arbitration procedure are mandatory and may be extended by written consent of both parties.
- 7.09 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.
- 7.10 **Mediation**
Upon filing for arbitration, the services of a private firm to provide grievance mediation shall be obtained. The Union and the Employer will share the cost of the service equally.

7.11 **Arbitration Procedure**

- (a) When the Union or Employer wishes to submit a grievance to arbitration, it shall inform the other party within thirty (30) business days of the receipt of the written decision at Step 1 of the Grievance Procedure. Such written notification shall include the name and address of its appointee to the Board of Arbitration.
- (b) Within ten (10) business days of receipt of notification, the other party shall advise the first party, in writing, of the name and address of its appointee to the Board of Arbitration.
- (c) The two (2) appointees shall select a third appointee to act as an impartial chairperson.
- (d) No person may be appointed as an arbitrator and/or Chairperson who has been involved in an attempt to negotiate or settle the grievance, or who is or was an employee of the Employer prior to such appointment, or acted as solicitor, counsel, advisor, agent or representative of either of the parties concerned.
- (e) If the party receiving the notice fails to appoint an appointee, or if the two (2) appointees fail to agree upon a Chairperson within fifteen (15) business days of their appointment, the appointment shall be made by the Office of Arbitration of the Ministry of Labour upon request by either party.
- (f) The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.
- (g) The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement. However, the Board shall have the power to dispose of a grievance by an arrangement, which it deems just and equitable.
- (h) Each of the parties will bear the fees and expenses of the nominee appointed by it, and one-half (1/2) the fees and expenses of the Chairperson.
- (i) The parties may agree to the use of a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions. In such a case each of the parties will bear one-half (1/2) the fees and expenses of the Arbitrator.

ARTICLE 8 - NO STRIKES/NO LOCKOUTS

8.01 The parties agree that there will be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 9 - DISCIPLINE, SUSPENSION AND DISCHARGE

9.01 An employee will have the right to have a Steward present at any meeting where discipline is being imposed or at any meeting relating to the conduct of the employee where it becomes apparent that the meeting might result in disciplinary action. The employee will be informed of his/her right to have a Steward present under the above circumstances.

Any employee who chooses not to have a Steward present will be asked by the Employer to make this election in writing.

9.02 Discipline, suspension or discharge may only be affected upon the authority of the Executive Director (or designate) and will be done in a confidential and private manner, subject to the Executive Director (or designate), the employee's immediate supervisor and the Steward if requested being present. Prior to or at the time of the imposition of discipline, suspension or discharge, an employee shall be given the reason in writing, copied to the Union.

9.03 Subject to Article 14.02, in the event an employee is disciplined, suspended or discharged from employment and the employee feels that the discipline, suspension or discharge is unjust, the case may then be taken up as a grievance.

9.04 Such grievance shall proceed directly to Step 1 of the grievance procedure and must be presented within ten (10) business days after notice of the discipline, suspension or discharge was given.

ARTICLE 10 - PERSONNEL FILES

10.01 It is understood that a personnel file shall be established for each employee and shall be kept under lock and key at all times and are of a confidential nature.

10.02 An employee shall, upon giving three (3) working days advance notice to the Executive Director (or designate), have access to and be allowed to review her/his personnel file. An employee shall have the right to make copies of any material contained in her/his personnel file.

- 10.03 Twelve (12) months following a suspension or other disciplinary action, any material pertaining to, that matter shall be removed from the employee's record and shall not be used against her/him.
- 10.04 Performance appraisals will be completed on an annual basis. Standard forms will be used, and these forms will be reviewed and revised as necessary, in consultation with the Labour Management Committee. A form reflecting the input of both the employee and the supervisor will be signed by both parties, including any statement made by the employee where there is a disagreement. A copy of the signed appraisal will be provided to the employee.

ARTICLE 11 - SENIORITY

- 11.01 Seniority shall be defined as an employee's length of service since the last date of hire in the bargaining unit and will include service with the Employer prior to the date of certification or recognition of the Union. Relief staff will accumulate seniority on the basis of one (1) year's seniority for each two thousand and eighty (2080) hours worked in the bargaining unit as of the last date of hire.
- 11.02 Seniority will operate on a bargaining unit wide basis.
- a) Should any full-time employee request to relinquish their full-time position but remain on as a Relief staff, they will be entitled to transfer their seniority at such time.
- 11.03 The Employer will post a seniority list within thirty (30) days of ratification of this Agreement, showing the employee's current classification and the date when each employee's employment commenced. Where two (2) or more employees commence work on the same day, seniority shall be determined by the date of application for employment.
- 11.04 An up-to-date seniority list which provides each full time start date and relief staff start date and total hours accumulated shall be sent to the Union and posted on all Union bulletin boards in January and July of each year.
- 11.05 An employee will not be placed on the seniority list until she/he has successfully completed the probationary period referred to in this Agreement. After an employee has successfully completed the probationary period, the employee's name shall be placed on the seniority list and she/he will be credited with seniority equal to the probationary period.

ARTICLE 12 - LOSS OF SENIORITY

12.01 An employee shall lose all seniority and the employment of the employee shall be deemed to have been terminated for any of the following reasons:

- (a) Voluntary resignation, unless rescinded within twenty-four (24) hours;
- (b) An employee is discharged for just cause and is not reinstated under the terms of this Agreement;
- (c) An employee is laid off for a period exceeding twenty-four (24) months;
- (d) An employee is absent from work for five (5) or more working days without notifying the Employer, in which case, such employee will be deemed to have quit the employ of the Employer without notice, unless a reasonable explanation is provided to the Employer;
- (e) An employee fails to notify the Employer of an intention to return to work within five (5) working days of being notified of recall by registered mail and email or, the employee fails to return to work within ten (10) working days after being notified of recall by registered mail and e-mail (unless the employee is ill). Registered mail and email sent to an employee's most recent address and e-mail address on her/his employment file shall be interpreted as proper notice. It is agreed that registered mail sent by the Employer to the employee's last known address will be deemed to have been received by the employee four (4) days after it was sent by the Employer. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of her/his current address, e-mail address and telephone number;
- (f) An employee fails 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;
- (g) An employee uses an authorized leave of absence for a purpose other than that for which the leave was granted.

12.02 (a) The Employer, agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent. It is understood that employees who transfer to a position outside of the bargaining unit will not accumulate seniority while so employed. Such employee shall have the right to return to her/his position in the bargaining unit during her/his trial period, which shall be a maximum of six (6) months. Seniority will be reinstated upon return to bargaining unit

employment, provided there has been no break in service with the Employer.

- (b) Where an employee returns to a bargaining unit position after the six (6) month period above, they will have no seniority. However, they will be allowed their- service with the Employer for the purpose of this Agreement.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

- 13.01 In the event that a new bargaining unit position is created, or when a permanent bargaining unit vacancy occurs, or when a temporary vacancy in a permanent bargaining unit position is expected to last for more than thirty (30) calendar days, the Employer will post such positions internally for a period of seven (7) calendar days.
- 13.02 The posting will stipulate the classification, location, qualifications, hours of work and salary, and a copy shall be provided to the Union. Such qualifications shall be those necessary to perform the job functions and shall not be established in an arbitrary or discriminatory manner.
- 13.03 No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.
- 13.04 In matters of promotion and staff transfer, senior candidates shall be appointed provided they possess the present skills, ability and qualifications required for the job.
- 13.05 The successful applicant shall be advised, in writing, of her/his appointment, with a copy to the Union.

ARTICLE 14 - PROBATION

- 14.01 A newly hired employee will be known as a probationary employee until she/he has completed a period of three (3) months continuous employment (in the case of relief employees, four hundred and eighty (480) hours of work). Probationary employees shall be entitled to all rights and benefits of the Collective Agreement, except where specifically excluded by the terms of this Agreement.
- 14.02 The Employer shall have the right to discharge a probationary employee for any reason and such discharge shall not be the subject of a grievance, provided the dismissal is not arbitrary, discriminatory or made in bad faith.

14.03 Performance appraisals will be completed by the immediate supervisor at the end of the first month of employment, and two (2) weeks prior to the end of the third (3rd) month of employment. Such appraisals shall be conducted in accordance with Article 10.04 of this Agreement.

14.04 On or before the expiry date of the probationary period, the Employer will confirm to the employee in writing, copied to the Union, the decision to:

- (a) Confirm the appointment as having completed the probation; or
- (b) Extend probationary status by no more than three (3) months, provided that the intention to extend probationary status is first discussed with the employee and the Union; or
- (c) Subject to Article 14.02, terminate the employee in accordance with Article 9 of this Agreement.

Where an employee's probationary status is extended, a further performance appraisal shall be completed at least two (2) weeks prior to the expiry of the extended probationary period.

ARTICLE 15 - LAY-OFF AND RECALL

15.01 In the event of a proposed layoff or the elimination of a position within the bargaining unit, and prior to the Employer issuing individual layoff notices, the Employer shall provide at least thirty (30) calendar days advance notice to the Union, if possible. Following such notice, the Employer shall meet with the Labour Management Committee within ten (10) calendar days to discuss the reasons for such layoffs, and to provide pertinent staffing and financial information.

15.02 The Employer agrees to provide to any bargaining unit employee who is to be laid off notice of layoff in accordance with its obligations under the Ontario Employment Standards Act. The Employer will endeavour in all circumstances of layoff to provide additional written notice where reasonably possible.

15.03 In the event of a layoff, it is agreed that contract and probationary employees within the affected classification(s) will be terminated prior to any permanent employees receiving layoff notices.

15.04 An employee in receipt of a layoff notice may bump an employee with less seniority provided the employee exercising such right declares it within ten

(10) working days of layoff notice and has the qualifications, skills and ability, after an orientation period of three (3) working days, to meet the normal requirements of the job. An employee so displaced shall be deemed to have been given notice of layoff on the date that notice of layoff was first posted.

- 15.05 An employee who is to be laid off may elect to take up to three (3) paid working days during the notice period to actively seek alternate employment. Such days shall be taken a time mutually agreed upon by the employee and their supervisor.
- 15.06 Employees shall continue to accumulate seniority while on layoff subject to Article 12.01(c).
- 15.07 Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- 15.08 No full-time employee shall be laid off by reason of her/his duties being assigned to one or more part-time employees.
- 15.09 Employees shall be recalled to available openings, in order of seniority, provided they have the qualifications, skill and ability, after an orientation period of three (3) working days, to meet the normal requirements of the job. The posting procedure shall not apply until those laid off have been given the opportunity of recall.
- 15.10 New employees shall not be hired until those laid off have been given the opportunity of recall.
- 15.11 Grievances concerning layoff and recall shall be initiated at Step 1 of the grievance procedure.
- 15.12 In the event of a layoff of an employee, the Employer shall pay its share of insured premiums for three (3) months after the month in which the layoff occurs, after such period the employee may elect to pay the premiums as long as they maintain recall rights.

ARTICLE 16 - HOURS OF WORK

- 16.01 (a) Residential counselors will normally work eighty-eight (88) hours in a two (2) week pay period, with a maximum of forty-four (44) hours in anyone (1) week.
- (b) Employees working a forty (40) hour work week may start their shift anytime between 8 a.m. and noon, subject to operational requirements.
- 16.02 Work schedules covering a one (1) month period shall be posted a minimum of one (1) month in advance of the scheduled hours. Employees may exchange shifts and are responsible for informing their supervisor of such change. The parties recognize that in the case of relief staff, no advance scheduling is possible, but the Employer agrees to provide as much advance notice as is reasonably possible.
- 16.03 An employee will be allowed two (2) paid rest periods of fifteen (15) minutes each and one (1) paid sixty (60) minute meal period in a shift.
- 16.04 Scheduled days off shall be, allocated at the rate of a minimum of two (2) consecutive days off, except where otherwise mutually agreed.
- 16.05 All relief staff shall be required to work a minimum of one (1) scheduled day shift per year for purposes of receiving updated training.

ARTICLE 17 - OVERTIME AND PREMIUM PAYMENT

- 17.01 Authorized hours of work in excess of forty-four (44) hours in a week shall be compensated for at time and one-half ($1^{1/2}$) of the employee's regular straight time hourly rate.

ARTICLE 18 LEAVES OF ABSENCE

- 18.01 **General Leave of Absence**
The Employer may grant a leave of absence without pay for up to one (1) year for legitimate reasons, provided that the Employer receives at least four (4) weeks' advance notice in writing (except in cases of emergency). The granting of such leave shall not be unreasonably denied. Employees, when applying, must indicate the reason for the leave of absence, the date of departure and the expected date of return, copied to the Union. The Employer will reply to the request in writing, copied to the Union.

18.02 Paid Leave of Absence

It is understood that employees who are on approved leaves of absence with pay from the Employer shall retain and accumulate seniority and shall be eligible for benefits as provided in this Agreement.

18.03 Union Leave of Absence

Leave of absence for Union business shall be granted without pay for up to an aggregate maximum for all employees, of thirty (30) days during each calendar year of this Agreement. The granting of such leave will be subject to the following conditions:

- (a) Not more than one (1) employee per shift and classification and not more than four (4) employees will be absent at any time;
- (b) A written request from the Union must be made to the Employer at least two (2) weeks prior to the date of the Union's function;
- (c) The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the employee who is granted the leave.
- (d) Any employee who is selected for a temporary full-time position with the Union shall be allowed or given a leave of absence by the Employer, without pay, but there shall be accumulation of seniority during such absence. Such leave of shall be up to six (6) months unless extended for a further specific period by agreement of the parties.

18.04 Pregnancy and Parental Leave

Whenever the word "parent" is used in this section of the Agreement in relation to maternity leave or parental leave, "parent" is deemed to include a person with whom a child is placed for adoption and a person who is in a permanent relationship with a parent of a child and who intends to treat the child as his or her own.

- (a) **Pregnancy/Adoption Leave:** Provided an employee has at least thirteen (13) weeks service, the Employer shall grant such leave without pay, at the written request of the employee, for any period up to a maximum of eighteen (18) months. During such leave seniority for all purposes shall continue to accrue and the Employer will continue to pay their share of the cost of pension, life insurance, accidental death, extended health and dental plans, provided the employee continues to pay their share (if any) of the cost of the benefits.

- (b) **Paid Pregnancy and Adoption Leave:** A full-time employee entitled to pregnancy/adoption leave under this Article, who provides the Employer with proof that the employee has applied for and is eligible to receive Unemployment Insurance benefits pursuant to the Employment Insurance Act shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan. The SUB payment is contingent upon acceptance of the SUB plan by the E.I.C. for registration.

In respect of the period of pregnancy/adoption leave, payments made according to the SUB plan will, consist of the following:

- i) For the first two (2) weeks, payments equivalent to seventy-five percent (75%) of the salary which the employee would otherwise have earned during the period; and
 - ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EA benefits, the employee is eligible to receive and any other earnings received by the employee, and seventy-five percent (75%) of the salary, which the employee would otherwise have earned during the period.
- (c) **Parental Leave:** Provided that an employee meets the definition of spouse as defined in this agreement and has at least thirteen (13) weeks service and is not eligible for pregnancy/adoption leave he/she shall qualify for parental leave. Parental leave without pay shall be granted at the written request of the employee for any period up to a maximum of sixty-three (63) weeks. It is understood that the employee will submit the written request four (4) weeks prior to the commencement of the leave. Such leave shall commence within thirty-five (35) weeks after the birth/adoption or after the child first comes into the custody or care of a parent.

During such leave seniority for all purposes shall continue to accrue and the Employer will continue to pay their share of the cost of the pension, life insurance, accidental death, extended health and dental plans, provided the employee continues to pay their share (if any) of the cost of the benefits.

- (d) **Reinstatement:** An employee shall provide the Employer with at least two (2) weeks advance written notice of her/his intention to return to work. On return to work, the employee will be reinstated to her/his former position or to a comparable position if the former position no longer exists.

18.05 **Bereavement Leave**

- (a) Bereavement Leave with pay shall be granted upon request for five (5) working days due to the death of: spouse, partner, mother, father, brother, sister, Co-Parent or Child.
- (b) Bereavement Leave with pay shall be granted upon request for five (5) working days due to the death of: mother-in-law, father-in-law, brother in-law, sister-in-law, grandparent, grandchild, aunt, uncle or other significant persons.
- (c) Additional leave with pay of up to three (3) working days may be granted where out of town travel is required or in exceptional circumstances. Request for such leave shall not be unreasonably denied.
- (d) An employee may request and shall be granted additional unpaid bereavement leave for any additional period that they wish to be absent from work. Rationale for this may include but is not limited to established cultural practices such as headstone moving, tribal feast, special family bereavement and Clan or Tribal requests related to bereavement.

18.06 Education Leave

- (a) Permanent full-time employees will be eligible to take up to one (1) year education leave without pay and benefits. Any seniority that has been accumulated as at the date of the commencement of the leave will be retained for one (1) year, but seniority will not accumulate during the leave and the employee's seniority will be adjusted on the seniority list to reflect the leave of absence.
- (b) A permanent full-time employee who wishes to request an education leave shall do so in writing at least ninety (90) days in advance, indicating the duration of the leave. The employee will provide one (1) month notice of his/her return if different than first noted.
- (c) Upon return from an education leave, the employee shall be reinstated in her/his former classification.

18.07 Jury or Witness Duty

- (a) The Employer shall continue to pay an employee's salary and benefits during jury duty or when an employee is subpoenaed as a witness in a work-related criminal or work-related proceeding;
- (b) The employee shall reimburse the Employer for any payments given to them by the Court for jury duty.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

- 19.01 The Employer shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, except where circumstances beyond the control of the Employer prevent it, each employee shall be provided with an itemized statement of her/his wages and deductions.
- 19.02 An employee may, upon giving at least ten (10) working days advance written notice, receive on the last pay day preceding the commencement of her/his annual vacation, by separate cheque, any pay cheques which may fall during the period of the employee's vacation.
- 19.03 When an employee is required to temporarily relieve in or perform the principal duties of a higher paying position either inside or outside the bargaining unit for one (1) full shift or more, he/she shall receive the rate for the job in the case of a lower paying position, his/her rate shall not be reduced. The Employer agrees that any vacancy expected to last more than thirty (30) days must be posted in accordance with Article 13.
- 19.04 **Transportation Expenses**
- (a) An employee who is required by the Employer to use her/his automobile in the course of performing her/his duties and responsibilities will be entitled to receive the per kilometre allowance rate set annually by Canada Revenue Agency.
 - (b) The Employer shall provide employees with public transportation tokens/tickets where an employee is required, as a normal part of her/his duties, to utilize public transit.
 - (c) The Employer will reimburse employees (upon presentation of a parking receipt) for parking expenses incurred through the required use of an automobile for work related activities.
- 19.05 **Other Expenses**
- Reimbursement for all other forms of work-related expenses, including but not limited to meals, travel and telephone, are subject to the approval of the Employer.
- 19.06 **Training and Professional Development**
- (a) Training courses to become certified or maintain a certification required to perform duties in the course of employment including but not limited to food handlers and CPR/First Aid shall be provided by the employer and additional In-service training courses shall be a standing agenda item for discussion at Labour Management Committee meetings.

- (b) It is agreed that attendance at courses provided by the Employer shall be considered work time and paid at the employee's applicable rate. The Employer will provide necessary tuition or registration fees, transportation, accommodation and meal expenses to employees who are required to attend training courses at locations outside Toronto.
- (c) The Employer recognizes that the ongoing professional development of members of the bargaining unit is of benefit to both the individuals and the Agency. The Employer therefore agrees to maintain a Professional Development Fund for bargaining unit members consisting of not less than five hundred dollars (\$500.00) per calendar year for each member. Requests for access to these funds shall be submitted in writing to the employee's supervisor, preferably at least four (4) weeks in advance of the activity being applied for. Such requests will not be unreasonably denied.

The Labour Management Committee will be provided with quarterly reports on bargaining unit members' use of professional development monies.

ARTICLE 20 - BENEFITS

- 20.01 The Employer shall pay the premium costs of the employee group benefit program currently in effect. It is agreed that the Employer may change insurers during the term of this Agreement, provided that the Union is provided with notice and that the coverage is at least equivalent to the current coverage,
- 20.02
 - (a) The Employer shall continue to contribute to an employee's Registered Retirement Savings Plan on the same basis as is currently in effect.
 - (b) Within two (2) months of the ratification of this agreement, the employer will provide to all staff a written document providing information about the current Registered Retirement Savings Plan, any employer contribution and employee options and the steps required by the employee to initiate a plan.
 - (c) All new employees will be provided with the same written document as per item b) or updated version within one (1) month of their start date.
- 20.03 Assuming they meet the relevant eligibility requirements contained in the Agency's benefits plan, Relief Staff will be entitled to purchase benefits under the Agency's benefit plan.

ARTICLE 21 - PAID HOLIDAYS

- 21.01 (a) Employees shall receive the following eleven (11) paid holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth and Reconciliation, Thanksgiving, Christmas Day, Boxing Day and First Nation's Day.
- (b) Each employee will be granted three (3) days off with pay each year of the Agreement to be termed a floating holiday. The floating holiday will be taken on a date mutually agreed in advance between the employee and their immediate supervisor. Employee requests for scheduling purposes shall not be unreasonably denied. These days may not be accumulated from year to year.
- 21.02 To be entitled to payment for the holiday, the employee must work their regularly scheduled shift prior to and following the holiday, except where the absence is due to vacation or other authorized absence.
- 21.03 When an employee is required to work on a paid holiday, the employee shall be paid at the rate of time and one-half (1 1/2) for all hours worked on the holiday. In addition, the employee will receive a lieu day off with pay or an additional day's pay without a substitute holiday.
- 21.04 Where an employee is required to work authorized overtime in excess of her/his regularly scheduled hours on a paid holiday, or is called back to work after having completed a regular shift on a paid holiday, such employee shall receive twice her/his regular rate of pay for such authorized overtime.
- 21.05 Where an employee is not regularly scheduled to work on a paid holiday, she/he shall receive one (1) day's pay at her/his regular rate of pay.
- 21.06 Where any portion of the Employer's operation is shut down during the Christmas period, any affected employee shall be entitled to use vacation or substitute other paid holidays for such period of shutdown. Seniority and service credits shall continue to accumulate during such period.

ARTICLE 22 - VACATIONS

- 22.01 Following probation, vacation accrual of up to two (2) weeks to be taken in the first (1st) year of employment. Payout of four percent (4%) to employees who do not complete probation.
- 22.02 Permanent full-time employees will be entitled to vacations with pay in accordance with the following schedule:

- (i) 4 weeks' vacation after one (1) year of completed service.
- (ii) 5 weeks' vacation after seven (7) years of completed service.
- (iii) 6 weeks' of vacation after Twelve (12) years of completed service.
- (iv) 7 weeks' of vacation after seventeen (17) years of completed service.

Relief employees will accrue vacation on a pro-rata basis with 2,080 hours equivalent to one year of employment.

- 22.03 Requests for vacation will be made in writing to the employee's supervisor normally at least two (2) weeks prior to the desired vacation period. Requests for summer vacations must be submitted by all staff by May 1st of any given year. Any request for summer vacation submitted after such date will not be unreasonably withheld.
- 22.04 Permanent employees may take their vacation in a consecutive and unbroken manner. Employees are expected to take their annual vacation. Vacation will not be accumulated from year to year, but employees will receive the cash equivalent for any earned vacation not used.
- 22.05 If there is a dispute over a respective vacation date between employees, vacations will be granted on an annual rotation based on seniority, as long as the employees in question have submitted their request in accordance with this Agreement.
- 22.06 A Permanent employee whose employment terminates at any time in the vacation year prior to using his/her earned vacation will be entitled to a proportionate payment of his/her vacation entitlement that was earned prior to the date of termination.
- 22.07 Where an employee becomes ill while on scheduled vacation or where an employee becomes ill prior to and the period of illness continues into what would otherwise have been previously approved vacation time, it is understood and agreed that the vacation time shall be rescheduled as outlined in this Article upon the return of the employee from sick leave. The Employer may require a medical certificate confirming the employee's illness in accordance with Article 23.03.
- 22.08 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 18.05. The portion of the employee's vacation, which is deemed to be bereavement leave, will not be counted against the employee's vacation credits.

ARTICLE 23 - SICK LEAVE & ACCOMMODATIONS

23.01 Sick leave is defined as the period of time an employee is absent from work with full pay and benefits by virtue of being ill or disabled, illness of an immediate family member or dependent, because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, or because of a medical appointment that cannot be scheduled during working hours.

23.02 Each full-time employee shall be credited on January 1 of each year with twelve (12) sick days to be used throughout the calendar year. Sick time shall not accumulate or be carried over from year to year.

23.03 The Employer may require a medical certificate, confirming the employee's ability to return to work and outlining any restrictions, after an absence of five (5) or more working days due to illness or injury. The Employer shall reimburse the full cost of any medical certificate required of an employee, upon presentation of a receipt.

The Employer agrees that employee health information is strictly confidential, will be filed separately and that access thereto shall be given only to those persons directly involved in administering that information.

23.04 The Parties recognize the Ontario Human Rights Code as the pre-eminent piece of legislation in Ontario and is fully applicable in all matters involving WSIB, STD, LTD, Return to Work, Accommodation, modification, permanent and temporary disability.

- a) It is the responsibility of persons with disabilities to:
- Inform the employer of their needs
 - Cooperate in obtaining necessary information including medical and other expert
 - opinions
 - Participate in discussions about solutions, and
 - Work with the employer and the union on an ongoing basis to manage the
 - accommodation process
- b) The Employer is required to:
- Accept accommodation requests in good faith
 - Request only information that is required to make the accommodation
 - Obtain expert advice or opinion where necessary
 - Take an active role in ensuring that all possible solutions are examined
 - Maintain the confidentiality of persons with disabilities
 - Deal with accommodation requests in a timely way, and to bear the cost of any required medical information or documentation.

c) The Union will:

- Take an active role as a partner in the accommodation process
- Share joint responsibility with the employer to promote accommodation, and
- Support accommodation measures regardless of the collective agreement
- participate in return to work and accommodation meetings and time spent attending such meetings by the union representative shall be considered time worked.

ARTICLE 24 - WORKERS' COMPENSATION

- 24.01 All employees shall be covered by the Workplace Safety and Insurance Act (WSIA).
- 24.02 An employee receiving payment for a compensable injury under WSIB shall accumulate seniority.
- 24.03 While on WSIB benefits, the Employer shall continue to pay its share of all premiums for employee benefit plans for up to two (2) years, based on one hundred percent (100%) of earnings.
- 24.04 The Employer agrees to comply with its re-employment obligations under the WSIA.

ARTICLE 25 - JOB CLASSIFICATIONS

- 25.01 The Employer agrees to draw up job descriptions for all bargaining unit positions and a copy shall be provided to the Union within thirty (30) calendar days of ratification of this Agreement.
- 25.02 When a new classification is created, or the job content of an existing classification is changed, the Union shall be provided with a copy of the job description at least thirty (30) calendar days in advance of the Employer implementing such new or changed classification.
- 25.03 When a new classification is created, or the job content of an existing classification is changed to such a degree so as to create a new job classification, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted directly to arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

ARTICLE 26 - TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

26.01 The Employer shall provide the Union with at least ninety (90) calendar days written notice of any technological and/or organizational change that is expected to affect the terms and conditions of employment of employees in the bargaining unit, including any merger, amalgamation or partnership. Such notice will include information regarding the nature of the change, the dates on which the Employer proposes to effect such change, and the impact of such change on employees.

It is agreed that situations may occur where ninety (90) days' notice cannot be given because funders have given shorter notice to the Employer. Where this is the case, the Employer will inform the Union as soon as the information becomes available.

26.02 In the event that technological or organizational change requires special training, the Employer shall endeavour to provide such training as is reasonably necessary with no loss of pay or benefits to the employee.

ARTICLE 27 - HEALTH AND SAFETY

- 27.01 (a) 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.
- (b) The Agency, in consultation with the Joint Health and Safety Committee, will review health and safety concerns arising from situations where staff members are required to work alone in the shelter. Furthermore, the employer will make every possible effort to ensure the safety of its employees by working with the Health and Safety Committee to see that every safety precaution is taken in the workplace.

The Health and Safety Committee will consult with the employees of the Agency for their input as to what they would like to see to ensure their safety when working with their clients.

27.02 A Health and Safety Committee shall be established which is composed of two (2) Union and two (2) Employer representatives. The Health and Safety Committee shall hold meetings every third (3rd) month or more frequently if

mutually agreed. The Committee shall maintain minutes of all meetings, which shall be posted and copied to the Union and Employer.

27.03 Union representatives on the Committee shall be entitled to one (1) hour paid preparation time prior to each meeting. Time spent in Committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

27.04 There shall be one Union representative who will be a certified worker as defined under the Occupational Health and Safety Act, who shall be trained at the Employer's expense. When a certified worker is called in to work to perform their duties under the Occupational Health and Safety Act and/or the Collective Agreement, they shall be paid at the applicable rate.

ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS

28.01 The parties agree that vacation credits and sick credits, which were accrued prior to date of ratification, will be retained and applied in accordance with the Collective Agreement following the date of ratification.

ARTICLE 29 - COPIES OF AGREEMENT

29.01 The Union and the Employer desire the bargaining unit employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall share the cost of sufficient copies of the Agreement, in a union shop, within eight (8) weeks of signing of this Agreement.

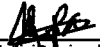
ARTICLE 30 - DURATION

30.01 This agreement shall be in effect from September 1, 2020 and shall remain in effect up to and including August 31, 2027, and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing at least ninety (90) days' prior to the date of termination that it desires amendments.

IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on
this _____ day of _____, _____.

CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4232


ANDUHYAUN INC.



Moini Sujpaul (Aug 8, 2025 12:40:08 EDT)

Dawn Sutherland
Dawn Sutherland (Jul 30, 2025 15:23:33 EDT)

Leslie-Ann Coles
Leslie-Ann Coles (Jul 30, 2025 10:33:44 EDT)

Daniella Belyea
Daniella Belyea (Aug 1, 2025 10:49:33 EDT)


Samantha Thornton (Jul 29, 2025 10:43:49 EDT)


Beth Kesselman (Jul 29, 2025 12:18:52 EDT)

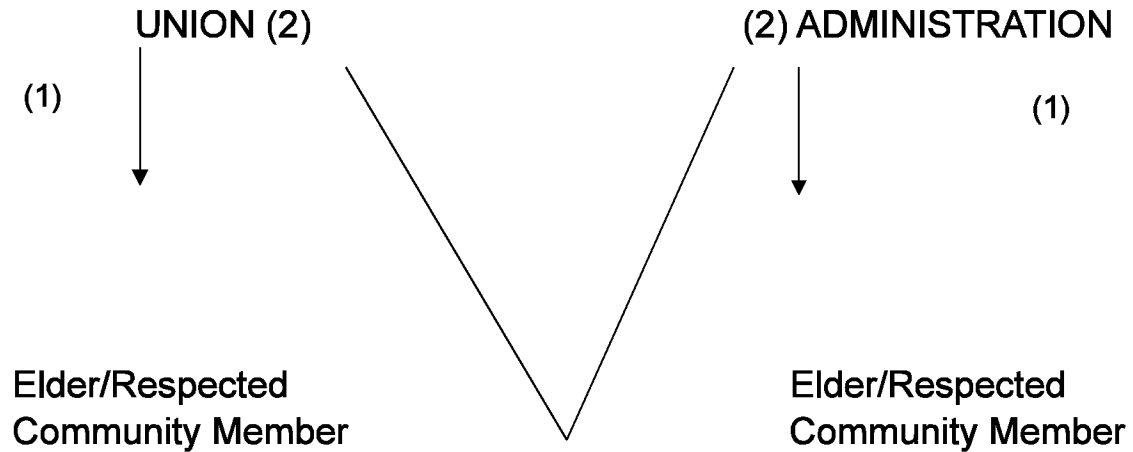
SCHEDULE "A" Salaries

Sep. 1, 2020 - Aug. 31, 2021		
0%	Annually	Hourly
Sexual Assault Counselor Residential Counselor Life Skills/Crisis Counselor	\$43,592.38	\$20.95
Sep. 1, 2021 - Mar. 31, 2022		
0%	Annually	Hourly
Sexual Assault Counselor Residential Counselor Life Skills/Crisis Counselor	\$43,592.38	\$20.95
Apr. 1, 2022 - Mar. 31, 2023		
5%	Annually	Hourly
Sexual Assault Counselor Residential Counselor Life Skills/Crisis Counselor	\$45,772.00	\$22.00
Apr. 1, 2023 - Mar. 31, 2024		
0%	Annually	Hourly
Sexual Assault Counselor Residential Counselor Life Skills/Crisis Counselor	\$45,772.00	\$22.00
Apr. 1, 2024 - March 31, 2025		
0%	Annually	Hourly
Sexual Assault Counselor Residential Counselor Life Skills/Crisis Counselor	\$45,772.00	\$22.00
Trans. Sup. Coor.	\$49,920	\$24.00

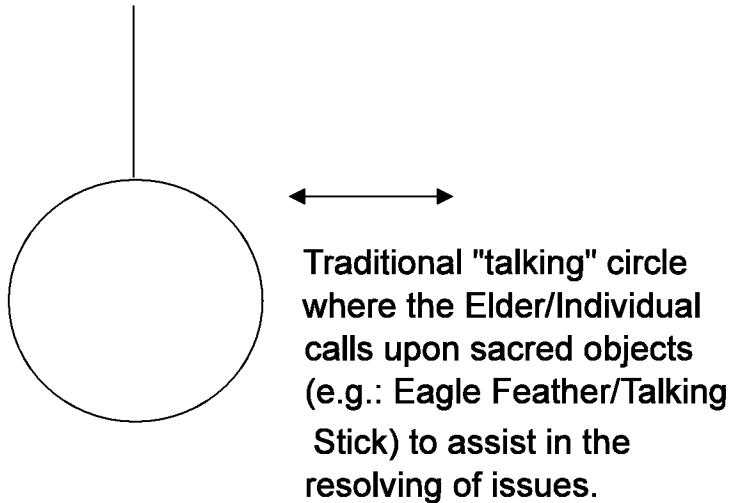
Apr. 1, 2025 - March 31, 2026		
4.55%	Annually	Hourly
Sexual Assault Counselor Residential Counselor Life Skills/Crisis Counselor	\$47,840	\$23.00
Trans. Sup. Coord.	\$49,920	\$24.00
Apr. 1, 2026 - March 31, 2027		
4.17%	Annually	Hourly
Sexual Assault Counselor Residential Counselor Life Skills/Crisis Counselor	\$49,920	\$24.00
Trans. Sup. Coord.	\$49,920	\$24.00

SCHEDULE "B"

Traditional Aboriginal Dispute Resolution



Mutually Agreed Elder / Respected Community Individual



LETTER OF UNDERSTANDING

between

ANDUHYAUN INC.

and


CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4232


RE: VIOLENCE IN THE WORKPLACE


The Employer commits to giving priority during the term of this Agreement to the development of policies and procedures with respect to violence in the workplace, such policies and procedures will be developed in consultation with the Health and Safety Committee prior to implementation.


IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this _____ day of July, 2025.

CUPE Local 4232


Mohini Sujpaul (Aug 8, 2025 12:40:08 EDT)


Leslie-Ann Coles (Jul 30, 2025 10:33:44 EDT)


Samantha Thornton (Jul 29, 2025 10:43:49 EDT)


Beth Kesselman (Jul 29, 2025 12:18:52 EDT)

ANDUHYAUN INC.


Dawn Sutherland (Jul 30, 2025 15:23:33 EDT)


Danielle Belyea (Aug 1, 2025 16:43:33 EDT)

LETTER OF UNDERSTANDING

between

ANDUHYAUN INC.

and


CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4232

RE: PENSION PLAN


The Labour-Management Committee shall investigate the cost and coverage of a Pension Plan during the life of this Collective Agreement. The parties agree to meet within one (1) year of date of ratification.


IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this _____ day of July, 2025.

CUPE Local 4232



Mohini Sujpaul (Aug 8, 2025 12:40:08 EDT)



Leslie-Ann Coles (Jul 30, 2025 10:33:44 EDT)


Samantha Thornton (Jul 29, 2025 10:43:49 EDT)


Beth Kesselman (Jul 29, 2025 12:18:52 EDT)

ANDUHYAUN INC.


Dawn Sutherland (Jul 30, 2025 15:23:33 EDT)


Danielle Belyea (Aug 1, 2025 17:49:33 EDT)

LETTER OF UNDERSTANDING

between

ANDUHYAUN INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4232

RE: SPECIAL EMPLOYMENT


The Board of Directors of Anduhyaun Inc. has passed a resolution, set forth below, authorizing special hiring practices pursuant to the Ontario Human Rights Code. This resolution has been endorsed by the Union and is set forth below as a joint statement of the Agency and the Unions commitment to uphold the culturally based service mandate of the Agency.

1. Due to the nature of the organization's culturally based social services and based on our experience and the needs of our clients as well as feedback from clients, it is agreed that, the organization must ensure, as best as possible, that all employees who serve clients directly be of Aboriginal descent.
2. Such preferential hiring is legally sanctioned and constitutes "Special Employment" for purposes of Section 24(1) (a) of the Ontario Human Rights Code.
3. Anduhyaun Inc., will consider interviewing and hiring non-Aboriginal candidates for such positions as noted in Section 1 above, but only in circumstances where it has been determined that no qualified Aboriginal candidates are available.
4. In the event that a non-Aboriginal person is the successful candidate, who will have direct contact with clients, such positions will be contractual for a period of one (1) year in order to maintain the organizations commitment to ensure the position is filled by a person with Aboriginal descent. For further clarity, in the event that a non-Aboriginal person is contracted for such a position, the organization will continue to accept applications in order to determine if such position can be filled by a person of Aboriginal descent.


5. Contract employee's contracts can only be terminated as asset out in Section 3 of the Employment Contract.
6. Efforts to ensure employees are Aboriginal has been the practice of the organization since inception in 1973. This policy has been drafted to ensure that such practice remains in place.

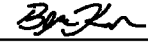
IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this _____ day of July, 2025.

CUPE Local 4232


Mojini Sujiapaul (Aug 8, 2025 12:40:08 EDT)

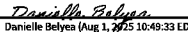

Leslie-Ann Coles (Jul 30, 2025 10:33:44 EDT)


Samantha Thornton (Jul 29, 2025 10:43:49 EDT)


Beth Kesselman (Jul 29, 2025 12:18:52 EDT)

ANDUHYAUN INC.


Dawn Sutherland (Jul 30, 2025 15:23:33 EDT)


Danielle Belyea (Aug 1, 2025 10:49:33 EDT)

Annual Employment Contract

This agreement made effective the **1st September , 2020**

BETWEEN

Anduhyaun Inc. (hereinafter called the Agency)

-and-

(name) (hereinafter called the Employee)

Whereas the Agency is in need of a (insert position) to undertake and agrees to employ the Employee in this capacity.

And whereas the Employee agrees to accept this employment until this Agreement is terminated by the Agency or by the Employee or by mutual agreement pursuant to the terms and conditions of this agreement:

1. Job Description

The Employee shall provide services to the Agency as described in the job description attached as Schedule A. The job description may be amended from time to time by the Agency.

2. Terms and Conditions

The Employee's terms and conditions of employment shall be as set out in the collective agreement between the Agency and CUPE Local 4232.

3. Termination

During the time that this contract is in force the Employee's employment may be terminated as follows:

- i) For just cause, subject to the grievance procedure in the Collective agreement.
- ii) Without just cause in circumstances where a qualified full-time aboriginal employee has been hired for the position, in which case the Employee shall be provided with working notice of two (2) weeks per year of completed service, or payment in lieu thereof, to a maximum of six (6) months. However, contract employees with less than two (2)

years of completed service who are terminated in accordance with this article shall be entitled to no less than four (4) weeks working notice or payment in lieu thereof.

- iii) The Employee may terminate her employment by giving at least four (4) weeks written notice.
- iv) By mutual agreement.

4. Term

The term of this agreement shall be from September 1, 2020 to March 31, 2027. Unless modified by agreement of the parties in writing or terminated in accordance with paragraph 3 above. This Agreement shall automatically renew for a further term or terms of one (1) year effective on its anniversary date each calendar year.

IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this _____ day of July, 2025.

CUPE Local 4232



Mojini Stujpaul (Aug 8, 2025 12:40:08 EDT)



Leslie-Ann Coles (Jul 30, 2025 10:33:41 EDT)

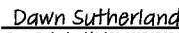


Samantha Thornton (Jul 29, 2025 10:43:49 EDT)




Beth Kesselman (Jul 29, 2025 12:18:52 EDT)

ANDUHYAUN INC.



Dawn Sutherland (Jul 30, 2025 15:23:33 EDT)



Danielle Belyea (Aug 1, 2025 10:45:33 EDT)

LETTER OF UNDERSTANDING

between

ANDUHYAUN INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4232

RE: MEETINGS BETWEEN BOARD & UNION


At the Union's request, the President of Anduhyaun's Board of Directors (or Board member designate), and the Executive Director (or designate) agree to meet with a committee of not more than three (3) representatives from CUPE, one (1) of whom shall be the National Representative up to two (2) times a year to discuss the status of labour relations and to work together to increase funding and financial support for the shelter. It is understood that staff members who attend these meetings shall not be paid by the Agency for their attendance.

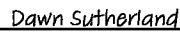
The Agency will provide to the union updated financial statements at least one (1) week prior to the meeting.

IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this _____ day of July, 2025.


CUPE Local 4232


ANDUHYAUN INC.



Mohini Surjapaul (Aug 8, 2025 12:40:08 EDT)


Dawn Sutherland (Jul 30, 2025 15:23:33 EDT)


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Samantha Thornton (Jul 29, 2025 10:43:49 EDT)


Beth Kesselman (Jul 29, 2025 12:18:52 EDT)

LETTER OF UNDERSTANDING

between

ANDUHYAUN INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4232


RE: RELIEF STAFF BENEFITS

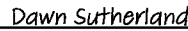
The parties agree to meet within one (1) year of date of ratification to explore the feasibility of allowing access to the benefit plan, at no cost to the employer, as per Article 20.03 (i.e. eligibility of requirement, etc).

IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this _____ day of July, 2025.


CUPE Local 4232


ANDUHYAUN INC.



Mohini S. Gujpal (Aug 8, 2025 12:40:08 EDT)


Dawn Sutherland (Jul 30, 2025 15:23:33 EDT)


Leslie-Ann Coles (Jul 30, 2025 10:33:44 EDT)


Danielle Belyea (Aug 1, 2025 17:49:33 EDT)


Samantha Thornton (Jul 29, 2025 10:43:49 EDT)


Beth Kesselman (Jul 29, 2025 12:18:52 EDT)

LETTER OF UNDERSTANDING

between

ANDUHYAUN INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4232

RE: EMERGENCY STAFFING

Roll-up call should be done as per the procedure outlined in the attached as Appendix "A" hereto. However, if coverage cannot be obtained, it is here by understood that the Management of Anduhyaun Inc. will have the right and authority to obtain coverage for effected shift, including engaging an outside agency in an attempt to remain open, rather than referring clients out.

APPENDIX A to Emergency Staffing LOU

Re: Cancelling Shifts

Please be advised that if you are sick and unable to make your scheduled shift that you must follow the following steps:

1. Call, text, or email the On-call Supervisor first to notify that you are unable to work your shift.
2. Once the On-call Supervisor has been notified you must also call the frontline office in order to cover the requested shift.
3. If this is an emergency (less than four (4) hours), the On-call Supervisor is to be contacted and a message Lett on their voicemail stating your inability to show up for your scheduled shift.
4. There will be a minimum four (4) hour call expect action for any shift cancellation and morning shifts should be cancelled the night before.
5. Shift exchange forms should be submitted with one (1) week notice and will

not be unreasonably denied.

6. Vacation request forms should be submitted with two (2) weeks' notice and will not be unreasonably denied. Management may suggest vacation requests be submitted more than two (2) weeks' notice for holiday, such as but not limited to, Christmas.

Re: Roll-up

The following procedure must be completed when conducting roll-up:

1. Call all relief staff on the roll-up list, wait thirty (30) minutes before calling all the relief staff again.
 - a) Thirty (30) minute waiting periods will be waived for emergency
 - b) staffing situations. I.e. Cancellation occurs up to four (4) hours before
 - c) shift start time.
2. Call all full-time staff, wait thirty (30) minutes before calling all full-time staff again.
3. If all staff have been contacted and no coverage is found, call the on-call supervisor.
 - a) If all options have been exhausted and a staff member states they can take the shift, but will be in later than the shift start, management must be contacted to approve/deny this coverage. Requests for staff to be over an hour late, may be denied for safety purposes.

Please do not call staff for shifts that they are already scheduled to work.

Re: On-call Procedures

On-call Supervisors should only be contacted for the following during on-call hours:

1. Enhanced Serious Occurrence (Death, fire, catastrophe, etc.)
2. Serious Injury (e.g. A child falling down the stairs, bleeding from their head, etc.)
3. Suicide adulation/ideation or attempted suicide
4. Physical assault between clients and/or staff
5. Flood/gas leak

6. Break-in


7. A shift is not covered and all other avenues to cover it have been exhausted

8. Any verbally abusive or aggressive behaviour from clients and/or staff members

IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this _____ day of July, 2025.

CUPE Local 4232


ANDUHYAUN INC.



Martin S. Juppaul (Aug 8, 2025 12:40:08 EDT)

Dawn Sutherland
Dawn Sutherland (Jul 30, 2025 15:23:33 EDT)

Leslie-Ann Coles
Leslie-Ann Coles (Jul 30, 2025 10:33:44 EDT)

Daniella Belyea
Daniella Belyea (Aug 1, 2025 10:45:33 EDT)


Samantha Thornton (Jul 29, 2025 10:43:49 EDT)


Beth Kesselman (Jul 29, 2025 12:18:52 EDT)

LETTER OF UNDERSTANDING

between

ANDUHYAUN INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4232


RE: RELIEF AVAILABILITY

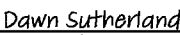
A relief employee shall be deemed to have lost all seniority and service and shall be deemed to have been terminated if they have refused all calls for a period of three (3) months, unless they are on a job protected leave or absent due to illness or disability or for reasons agreed to and approved by in writing by management.


IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this _____ day of July, 2025.

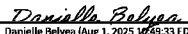
CUPE Local 4232


ANDUHYAUN INC.



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Danielle Belyea (Aug 1, 2025 16:48:33 EDT)


Samantha Thornton (Jul 29, 2025 10:43:49 EDT)


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LETTER OF UNDERSTANDING

between

ANDUHYAUN INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4232


RE: ALTERNATE BENEFIT OPTIONS

To review and assess alternative benefit options prior to renewal of the current policy expiring March 1, 20__.

IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this _____ day of July, 2025.


CUPE Local 4232


ANDUHYAUN INC.



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Beth Kesselman (Jul 29, 2025 12:18:52 EDT)

LETTER OF UNDERSTANDING

between

ANDUHYAUN INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4232


RE: PAY EQUITY

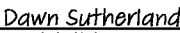
Employer and the Union are agreed that Pay Equity shall be a standing agenda item for Labour Management Committee.


IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this _____ day of July, 2025.

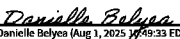
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LETTER OF UNDERSTANDING

between

ANDUHYAUN INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4232


RE: LEGAL LIABILITY

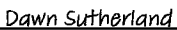
The Employer will continue to protect employees when they are challenged for actions taken in the course of their duties to the Employer including, but not limited to, the provision of or payment for legal representation in job-related legal proceedings.

IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this _____ day of July, 2025.

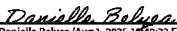
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