

# COLLECTIVE AGREEMENT

between

AFRICANS IN PARTNERSHIP AGAINST AIDS

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 3697.07

April 1, 2024 – March 31, 2027

## Contents

<b>ARTICLE 1 – PREAMBLE .....</b>	<b>4</b>
<b>ARTICLE 2 – SCOPE AND RECOGNITION.....</b>	<b>5</b>
<b>ARTICLE 3 – DEFINITIONS.....</b>	<b>6</b>
<b>ARTICLE 4 – NO DISCRIMINATION, HARASSMENT, RACISM OR OPPRESSION.....</b>	<b>8</b>
<b>ARTICLE 5 – UNION DUES.....</b>	<b>9</b>
<b>ARTICLE 6 – STRIKES AND LOCKOUTS .....</b>	<b>10</b>
<b>ARTICLE 7 – MANAGEMENT RIGHTS.....</b>	<b>11</b>
<b>ARTICLE 8 – APPOINTMENT OF UNION STEWARDS/BARGAINING COMMITTEE.....</b>	<b>12</b>
<b>ARTICLE 9 – GRIEVANCES .....</b>	<b>13</b>
<b>ARTICLE 10 – ARBITRATION .....</b>	<b>16</b>
<b>ARTICLE 11 – DISCIPLINE AND PERSONNEL FILE.....</b>	<b>17</b>
<b>ARTICLE 12 – PROBATION.....</b>	<b>18</b>
<b>ARTICLE 13 – SENIORITY .....</b>	<b>19</b>
<b>ARTICLE 14 – LAYOFF AND RECALL .....</b>	<b>20</b>
<b>ARTICLE 15 – LOSS OF SENIORITY AND DEEMED TERMINATION .....</b>	<b>22</b>
<b>ARTICLE 16 – JOB POSTING.....</b>	<b>23</b>
<b>ARTICLE 17 – LABOUR MANAGEMENT COMMITTEE.....</b>	<b>24</b>
<b>ARTICLE 18 – HOURS OF WORK.....</b>	<b>25</b>
<b>ARTICLE 19 – OVERTIME.....</b>	<b>26</b>
<b>ARTICLE 20 – LEAVE OF ABSENCE.....</b>	<b>27</b>
<b>ARTICLE 21 – SICK LEAVE .....</b>	<b>32</b>
<b>ARTICLE 22 – PAY DAYS AND PAY CHEQUES.....</b>	<b>34</b>
<b>ARTICLE 23 – PAID HOLIDAYS .....</b>	<b>35</b>
<b>ARTICLE 24 – VACATIONS.....</b>	<b>36</b>
<b>ARTICLE 25 – HEALTH AND SAFETY .....</b>	<b>38</b>
<b>ARTICLE 26 – EMPLOYEE HEALTH BENEFITS.....</b>	<b>39</b>
<b>ARTICLE 27 – GENERAL CONDITIONS.....</b>	<b>40</b>
<b>ARTICLE 28 – WAGES AND ALLOWANCES.....</b>	<b>41</b>
<b>ARTICLE 29 – DURATION .....</b>	<b>42</b>
<b>SCHEDULE A – WAGES.....</b>	<b>43</b>
<b>LETTER OF UNDERSTANDING #1.....</b>	<b>44</b>
<b>LETTER OF UNDERSTANDING #2.....</b>	<b>45</b>

**LETTER OF UNDERSTANDING #3 ..... 46**  
**LETTER OF UNDERSTANDING #4 ..... 47**  
**LETTER OF UNDERSTANDING #5 ..... 48**

## **ARTICLE 1 – PREAMBLE**

- 1.01 It is the purpose of both Parties to this Agreement:
- a) to maintain harmonious and mutually respectful relations between the Agency 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 to amicably address grievances which may arise;
- 1.02 The Employees will endeavour to work with the Employer to assure the best possible programs and services in accordance with the vision, mission and values of the organization, including GIPA (Greater Involvement of People Living with HIV and AIDS) and MIPA (Meaningful Involvement of People Living with HIV and AIDS).

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 All employees employed by Africans in Partnership Against AIDS (A.P.A.A.) in the City of Toronto, save and except managers and persons above the rank of manager.
- 2.02 The Union will supply the Agency with the names of its Officers. Likewise, the Agency shall supply the Union with a list of its personnel with whom the Union may be required to transact business.
- 2.03 No Employee covered by this agreement shall enter into any other agreement with the Agency which may conflict with the terms of this Agreement.

## **ARTICLE 3 - DEFINITIONS**

**3.01** A "Full-time Employee" shall mean a permanent Employee who has successfully completed the probation period and who is regularly scheduled to work thirty-five (35) hours per week, exclusive of a one (1) hour unpaid meal break each working day. Such Employee is not a temporary or contract Employee as defined herein.

**3.02** A "Part-time Employee" shall mean a permanent Employee who has successfully completed the probation period and who is regularly scheduled to work less than thirty-five (35) hours each week, exclusive of a one (1) hour unpaid meal break each working day, on a regular and recurring basis. Such Employee is not a temporary Employee or contract Employee as defined herein.

**3.03** "Temporary Employee" shall mean an Employee who has been hired to:

- i) replace an Employee who is on approved short-term leave of up to three (3) months for the duration of the leave; or
- ii) to work during periods of peak or excessive workload for a period no longer than eight (8) weeks; and
- iii) Temporary Employees are paid the Union entry level rate of pay for the position that they are employed in; and

The Employer shall offer additional hours, where operationally able to do so, to Part-time employees who have the necessary qualifications, skills and ability to perform the job instead of hiring Temporary Employees.

**3.04** A "Contract Employee" shall mean an Employee who has been hired for a period no longer than three hundred and sixty-five (365) calendar days or such longer period as may be agreed to, in writing, by the Agency and the Union:

- i) to replace an Employee who is on an approved long-term leave in excess of three (3) months, for the duration of the leave; or
- ii) to work on a specific task or project; or
- iii) to perform work for a predetermined period of time; or
- iv) to perform work which is funded by special grants.

A regular employee filling a contract position for a period of no more than twelve (12) months will be allowed to return to the employee's previous position upon completion of that contract if the position continues to exist. The Employee shall provide a minimum of six (6) weeks' notice of their intention to return.

If such an employee wished not to return to the previous position and intends to terminate their employment at the end of a contract, the Executive Director must be notified of their intention six (6) weeks prior to the end of the contract

Contract Employees shall be paid the Union entry level rate of pay for the position that they are employed in.

Seniority shall continue to accumulate for all time worked in a temporary or in a contract position provided there is no break in service.

**3.05 Other Definitions:**

- a) 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 classification schedule.
- b) “Employee” shall mean a person in the bargaining unit.

**3.06** 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.

## **ARTICLE 4 – NO DISCRIMINATION, HARASSMENT, RACISM OR OPPRESSION**

- 4.01 APAA is committed to the principles of equality and to the accommodation of disabilities as set out in Ontario's Human Rights Codes.
- 4.02 Every employee has the right to freedom from harassment in the workplace. The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion, exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this Agreement by reason of race, creed, colour, age, sex, marital status, family relationship, number of dependents, parental status, nationality, ancestry, place of origin, substance use, place of residence, garnishees, native language, disability or disabilities, HIV or AIDS-related illnesses, or AIDS-related Complex, record of offences, sexual orientation, gender orientation, gender expression, transsexual transition status, nor by reason of her membership or activity in the Union, or the exercise of any of the rights under this Agreement, or any other prohibition of the Human Rights Act of Ontario.
- 4.03 Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- 4.04 In addition to the above, the Union and the Employer are committed to insuring that there shall be no discrimination or harassment exercised against any employee covered by this agreement and as such recognize the workplace policies related to human rights, including but not limited to harassment and discrimination, and gender identity and expression.

## **ARTICLE 5 – UNION DUES**

5.01 As a condition of employment all employees must become Union members.

- a) 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.
- b) Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Union no later than the fifteen (15<sup>th</sup>) day following the end of the month.
- c) The Agency will, at the time of making each remittance hereunder to the National Secretary-Treasurer of the Union and send a copy to the L3697 Secretary-Treasurer, supply a statement showing names and classifications of Employees and their contact information including home mailing address, phone number and personal email, their gross wages paid for the month in respect of which dues are being remitted.
- d) The Union will indemnify and save the Agency, its agents, and/or Employees, harmless from any claims, or any liability arising out of suits, judgments, attachments, and from any and all forms of liability as a result of any deduction(s) from wages in respect of check-off of dues or fees, assessments or any action taken at the request of the Union.
- e) When Income Tax T-4 slips are prepared, the Agency 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.

### **5.02 CORRESPONDENCE BETWEEN THE UNION AND THE AGENCY**

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

### **5.03 CONDUCT OF UNION ACTIVITIES DURING WORKING HOURS**

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 Agency.

### **5.04 UNION TO HAVE OPPORTUNITY TO MEET WITH NEW EMPLOYEES**

The Agency 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.

## **ARTICLE 6 – STRIKES AND LOCKOUTS**

- 6.01 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 Agency's premises or premises at which the Agency provides any of its programs. Similarly, the Agency agrees that during the term of this Agreement there will be no lockout.
- 6.02 In the event that Employees engage in any of the activities described by paragraph 6.01 above, the Union and its representatives (including Stewards) will instruct the Employees to cease such activity forthwith, return to work and perform their usual duties.

The words "strike" and "lockout" shall also have meaning given to those words in the Ontario Labour Relations Act, as amended from time to time.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

7.01 The Union recognizes and acknowledges that all Management rights and prerogatives and the direction of the working forces, and the Management of the Agency are vested exclusively with the Agency and without limiting the generality of the foregoing, the exclusive functions of the Agency 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 Agency reserves the right to amend or introduce new rules from time to time;
- c) to select, hire, transfer, lay off, recall, promote, demote, classify, assign duties; as well as to 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;
- d) to determine the nature, kind and standard of services provided by the Agency, 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 plan, direct and control the work of the Employees, the operations of the Agency, and the schedules and procedures of work;
- 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 complete a written evaluation of each employee annually.
- h) to exercise any of the rights, powers, functions or authority which the Agency 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.

7.02 Failure by the Agency 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 Agency from exercising the same in some other way that is not in conflict with the express provisions of this Agreement.

## **ARTICLE 8 – APPOINTMENT OF UNION STEWARDS/BARGAINING COMMITTEE**

- 8.01 The Agency recognizes the right of the Union to appoint or otherwise elect two (2) Employees as Stewards. Stewards shall be regular Employees of the Agency who are in the bargaining unit and who have successfully completed probation.

The Agency also recognizes the right of the Union to appoint or otherwise elect one (1) Steward to act as Unit Chair.

The Union shall notify the Agency, in writing, of the names of the Stewards and Unit Chair that have been selected. The Agency shall not be required to recognize any such Stewards or Unit Chair until it has been notified by the Union of the appointment. This list will be revised as changes occur.

### **8.02 APPOINTMENT OF BARGAINING COMMITTEE**

A Union Bargaining Committee will be elected or appointed consisting of not more than two (2) members of the Union who have successfully completed the probationary period. The Union will advise the Agency of the Bargaining Committee members. The Union Bargaining Committee will receive their regular rate of pay and applicable benefits while attending negotiations for regular scheduled hours that they otherwise would have worked but for negotiations and where such negotiations are conducted during regular business hours, up to but not including conciliation. It is understood that all hours spent in negotiations shall not be counted as time worked for the purposes of calculating overtime entitlement.

- 8.03 The Agency agrees to meet with the Bargaining Committee to negotiate a renewal of this Agreement where notice has been given in accordance with this Collective Agreement.

- 8.04 The Union shall have the right to have the assistance of Representatives of CUPE when dealing with the Agency. Upon prior notice in writing to the Executive Director (or designate), a Union Representative may request, in advance, to have access to the Agency's premises to discharge such duties as Representative of the Union. The Executive Director (or designate) shall be notified in advance of the planned arrival. For greater clarity, it is understood that prior approval of the Executive Director (or designate) is required.

A Union Representative shall not interfere with or disrupt the services provided by the Agency.

- 8.05 The Union acknowledges that Stewards have regular duties to perform on behalf of the Agency and that such persons must continue to perform their regular duties, and that except in rare circumstances, all activities of the Union and the Stewards will be carried on outside regular working hours unless otherwise permitted by the Agency or pursuant to this Collective Agreement.

## **ARTICLE 9 - GRIEVANCES**

### **9.01 DEFINITION OF GRIEVANCE**

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

### **9.02 COMPLAINT STAGE**

- a) It is the mutual desire of the Parties hereto that complaints of Employees shall be addressed as quickly as possible and it is understood that an Employee has no grievance until they have first given the Agency an opportunity to address their complaint.

It is understood that an Employee has no grievance until they have first given the Agency an opportunity to address their complaint.

- b) If an Employee has any complaint or question which they wish to discuss, they shall take the matter up with their immediate supervisor or their designate within ten (10) working days of the date the employee first becomes aware of the circumstances giving rise to the complaint or question giving rise to the grievance.
- c) If such complaint or question is not settled to the satisfaction of the Employee concerned within a period of five (5) working days following the results of the discussion with their immediate supervisor or designate, or within such longer period as may be mutually agreed upon at the time, then the steps of the grievance procedure may be invoked.

### **9.03 DEALING WITH DIFFERENCES IN INTERPRETATION**

Should differences arise between the Agency and an Employee as to the interpretation, application, administration, or alleged violation of this Agreement, work shall continue as directed by the Agency and an effort shall be made to settle such differences in accordance with the following grievance procedure. It is understood that the above does not apply in the case of the right to refuse unsafe work as per the *Occupational Health & Safety Act*.

### **9.04 GRIEVANCE STEPS**

#### **STEP 1**

- a) An Employee having a grievance shall submit the grievance, in writing, to the Employee's direct supervisor (or designate) within ten (10) working days of the Employer's response from the Complaint Stage, as per 9.02. The grievance will set out the nature of the grievance, the remedy sought and the provisions of the Agreement, which are alleged to have been violated, in clear and concise terms.

- b) The decision of the supervisor (or designate) shall be given, in writing, within ten (10) working days following the decision at Step 1.
- c) If the grievance relates to alleged inappropriate behaviour on the part of the Employee's direct supervisor, such grievance shall be submitted at Step 2 of the grievance procedure.

## STEP 2

- a) Failing satisfactory resolution at Step 1, an Employee may submit the grievance, in writing, to the Executive Director (or designate) within five (5) working days of the response at Step 1. The grievance will set out the nature of the grievance, the remedy sought and the provisions of the Agreement, which are alleged to have been violated, in clear and concise terms.
- b) A meeting will then be held between the Executive Director or their designate and the Employee within five (5) working days. It is understood that at such a meeting the Executive Director (or designate) may have such counsel and/or assistance as he/she may desire. The Employee shall have the right to have a Steward and/or CUPE Representative present.
- c) The decision of the Executive Director or their designate shall be given, in writing, within five (5) working days following the meeting.

9.05 At each Step of the grievance procedure, the grievor shall have the right to be present. At no time may an Employee or group of Employees file a grievance on behalf of another Employee.

9.06 Time allowances referred to above may only be extended by the mutual written consent of the Parties.

9.07 No matter may be submitted to arbitration, which has not been properly carried through all Steps of the grievance procedure.

9.08 Where it appears that two (2) or more Employees have the same grievance, the Union shall process the grievances simultaneously at all levels of the grievance and arbitration procedures, subject to all applicable provisions under the grievance procedure, and all grievors will be listed on the grievance form. Such a grievance shall be initiated at Step No 2 of the Grievance Procedure outlined above.

9.09 NO GRIEVANCE MAY BE FILED BY AN EMPLOYEE ON PROBATION

During the probationary period, an employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Agency in its sole discretion. No grievance shall be filed by a probationary employee or the Union that the discipline or dismissal of a probationary employee was not for just cause provided that the employee is advised of their performance in writing at the midterm or earlier if needed along with regular supervision.

9.10 AGENCY GRIEVANCE

The Agency 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 at Step 2, 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 or could reasonably have come to the knowledge of the Agency. The grievance and arbitration procedure will then be followed, and the Union will become the responding party throughout.

9.11 UNION POLICY GRIEVANCE

The Union may institute a grievance, consisting of an allegation of a general misinterpretation or a violation by the Agency of this Agreement, in writing dated and signed at Step No. 2 by forwarding a written statement of said grievance to the Agency, provided that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred or could reasonably have come to the knowledge of the Union.

9.12 GRIEVANCE MEDIATION

By mutual consent the parties may agree to use the services of a mediator. The parties agree to share the cost of mediation.

## **ARTICLE 10 – ARBITRATION**

### **10.01 PROCESS FOR REQUESTING A GRIEVANCE BE SUBMITTED TO ARBITRATION**

Should the Executive Director (or designate) fail to render a written decision as required in Step No. 2 or failing settlement of any grievance under Article 9 (Grievance Procedure), the grievance may be referred to arbitration by either the Agency or the Union within thirty (30) calendar days from the date a decision is rendered at Step No.2 or where a response is not provided in accordance with the timeline set out in Step No.2, except where the parties have agreed to an extension of timelines.

The request shall be in writing, addressed to the other party, and shall contain the suggested names of arbitrators.

**10.02** Failure of the Agency or the Union to submit the grievance to Arbitration within thirty (30) calendar days will result in the grievance being deemed withdrawn or abandoned.

### **10.03 SOLE ARBITRATOR**

- a) The parties agree to the use of a sole Arbitrator. If the parties cannot agree, either party may request the Minister of Labour to appoint a sole Arbitrator.
- b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

### **10.04 PAYMENT OF EXPENSES FOR ARBITRATION**

- a) Each of the Parties shall pay its own expenses including its own fees for witnesses that it may require.
- b) Each of the Parties shall pay one half (1/2) of the expenses and fees of the Arbitrator and related expenses (e.g., meeting room rental).

**10.05** At any stage of the grievance procedure, including arbitration, the Parties may have the assistance of Employee(s) as witnesses.

### **10.06 DISPOSED GRIEVANCES**

Any grievance involving the interpretation, application, administration or alleged violation of this Agreement, which has been disposed of in accordance with Articles 9 and/or 10, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any Party.

**10.07** All reasonable arrangements will be made to permit the Arbitrator to have access to any part of the Agency'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 functions of the Agency.

## **ARTICLE 11 – DISCIPLINE AND PERSONNEL FILE**

### **11.01 UNJUST DISCIPLINE, DISCHARGE or SUSPENSION MAY BE GRIEVED**

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.

### **11.02 DISCHARGE GRIEVANCE**

A discharge grievance shall proceed directly to Step 2 of the grievance procedure and must be presented, in writing, dated, and signed within five (5) working days after notice of the discharge and after the Employee ceases to work for the Agency.

### **11.03 AN EMPLOYEE MAY HAVE ACCESS TO THEIR PERSONNEL FILE**

At a prearranged time with the Agency and in the presence of a supervisor, an Employee may have access to their personnel file. The Employee will be permitted to have copies of any materials contained in their personnel file but will not remove any of the contents from the file.

### **11.04 Notices of discipline shall be removed from the Employee's file fifteen (15) months after the occurrence of the issuance of the discipline, provided there has been no similar occurrence.**

Notices of suspension shall be removed from the Employee's file eighteen (18) months after the occurrence of the issuance of the discipline, provided there has been no similar occurrence.

### **11.05 No document shall be placed into an Employees' file without their knowledge. Further, the parties agree to produce relevant documentation to the other party prior to any arbitration hearing related to a grievance.**

## **ARTICLE 12 – PROBATION**

### **12.01**

- a) A newly hired Employee shall be known as a probationary Employee until they have actually worked and successfully completed a probationary period of employment. The probationary period will be ninety (90) calendar days. The probationary period may be extended by up to a further ninety (90) calendar days subject to agreement in writing between the parties. The “parties” shall include the Employer, Union, and Employee.
- b) A newly hired temporary employee shall be known as a probationary employee until the employee has fully worked and successfully completes a probationary period of four hundred and twenty (420) hours (35 hrs x 12 weeks). It is agreed that these hours may be accumulated over the course of multiple temporary contracts.

12.02 During the probationary period, an employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Agency in its sole discretion. No grievance shall be filed by a probationary employee or the Union that the discipline or dismissal of a probationary employee was not for just cause.

### **12.03 TIME OFF WHILE ON PROBATION**

It is expressly understood that time off, for whatever reason will not count toward the probationary period contained herein and the probation period will be automatically extended by any such time off.

## **ARTICLE 13 – SENIORITY**

### **13.01 DEFINITION OF SENIORITY**

- a) Seniority is defined, as the Employee's length of continuous service with the Agency from the date of hire and shall include service with the Agency prior to the date of certification of the Union.
- b) An Employee will be considered on probation and will not be placed on any seniority list until he or she has successfully completed the probationary period. 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 Agency on or after the Employee's date of hire.
- c) The Agency shall post and up-date the seniority list in each classification in January and July of each year. The Agency shall provide a copy of each seniority list to the Local Union in January and July of each year. Where two (2) or more Employees commenced work on the same day, their order on the seniority list will be based on the date of application for employment.
- d) Within sixty (60) calendar days after the signing of this Agreement, the Agency shall post a seniority list on the bulletin board showing the seniority of each Employee. An Employee shall have fifteen (15) calendar 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**

**14.01** A layoff shall be defined as a reduction in the number of full or part time positions.

**14.02** Should the layoff be or become indefinite, the Employer shall give notice in writing to the Employee(s) to be laid off. Such notice shall be in an amount of time equal to that laid out in the *Employment Standards Act, Ontario* plus one (1) weeks for those Employees who have completed probation.

Pay in lieu of the notice shall be given by the Employer where there is insufficient work to permit the Employee(s) concerned to work out the notice period.

### **14.03** LAYOFF AND DISPLACEMENT

- a) Layoffs shall be in order of reverse seniority, provided that the senior Employee retained or recalled has the necessary qualifications, skills, and ability to perform the work efficiently and competently.
- b) Prior to the actual layoff of an Employee or Employees, the Employer will identify the least senior Employee(s) within the affected position to be laid off based on seniority in effect as of that date within the bargaining unit.
- c) The affected Employee(s) will be offered a choice of the following:
  - i) be reassigned to a vacant position subject to Article 14.03 (d), or
  - ii) displace the least senior Employee with lesser seniority in the same classification subject to Article 14.03 (d), or
  - iii) displace the least senior Employee in a different classification subject to Article 14.03 (d), or
  - iv) accept the layoff with the right of recall; or
  - v) where the Employer indicates a permanent layoff, the Employee may choose to waive their recall rights and accept the permanent layoff in accordance with Article 14.02. In such cases, the Employee is deemed terminated and loses all seniority and right to recall.
- d) All displacements are subject to the Employee having the necessary qualifications, skills, and ability to perform the work efficiently and competently.
- e) The decision of the Employee shall be given in writing to the Executive Director (or designate) within five (5) working days following notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.
- f) The qualifications shall not be changed for the purposes of allowing or disallowing the displacement of a less senior Employee during the application of this Article.

- g) New Employees shall not be hired until those laid off have been given the opportunity of recall provided that the Employee(s) on layoff and entitled to recall possess the requirements as outlined in Article 14.03 (d).

#### 14.04 RECALL

- a) The Employer will recall Employees in order of seniority to vacant regular bargaining unit positions for which they have the necessary requirements, in accordance with Article 14.03 (d), for a period of fifteen (15) months.
- b) The posting procedure shall not apply until those laid off and entitled to recall in accordance with this Article have been given the opportunity to recall.
- c) Notice of recall shall be sent by registered mail and email to the last known address of the Employee, who shall:
  - i) Confirm with the Agency of their intention to accept the recall and return to work within two (2) working days of being notified of recall; and
  - ii) Return to work within ten (10) working days, or the start date in the letter of recall if it is later than ten (10) working days from the date of confirmation.
- d) Failure of the employee to respond within the timeframe outlined herein the employee will be deemed to have resigned from their employment with the Agency and shall have no further right to recall.

- 14.05 An Employee who has been on layoff for more than fifteen (15) months shall lose all rights of recall and seniority.

Where an Employee has been laid off in accordance with this Collective Agreement, and recalled within fifteen (15) months, the period of layoff shall not be included in determining the length of continuous service.

## **ARTICLE 15 – LOSS OF SENIORITY AND DEEMED TERMINATION**

**15.01** An Employee shall lose all seniority and the employment of the Employee shall be deemed to have been terminated without further notice for any of the following reasons:

- a) voluntary resignation; or
- b) retires or is retired; or
- c) discharged for cause and is not reinstated; or
- d) layoff in excess of fifteen (15) months; or
- e) absence from work for three (3) consecutive working days, without notifying the Agency, in which case such Employee shall be deemed to have quit the employ of the Agency without notice, unless a reasonable explanation for failing to notify, that is acceptable to the Agency, is provided to the Agency; or
- f) failure to confirm with the Agency an intention to return to work, within two (2) working days of being notified of recall by registered mail; or
- g) failure to return to work within ten (10) working days, or the start date of the position as confirmed in the recall letter if it is more than ten (10) working days, after being notified of recall by registered mail; or
- 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 satisfactory to the Agency; or
- i) the employee engages in gainful employment without authorization while on an approved leave of absence.

Registered mail and email sent to the Employee's most recent address and email on their employment file, shall be interpreted as proper notice effective the date of the registration of the letter. For purposes of recall, it shall be the responsibility of the Employee to keep the Agency informed of their current mailing address, email address and telephone number.

## **ARTICLE 16 – JOB POSTING**

16.01 In the event that a new bargaining unit position is created in which there is not already an incumbent who is performing the existing duties, or when a vacancy occurs in an existing classification, or a contract vacancy exceeding sixty (60) days occurs, the Agency will post such new position or vacancy for a period of five (5) working days on the Union bulletin board and shall provide the posting via the email on file with the Employer to employees not currently at work, i.e., employees on vacation or layoff. The employer may choose to do an external and internal posting concurrently provided that bargaining unit applicants are interviewed and given first consideration.

16.02 In the event two (2) or more Employees apply, the Agency shall consider the qualifications, required knowledge, skills, ability, experience, education, training and seniority of the applicants. Where the other factors are relatively equal, the applicant with the greatest seniority will fill the vacancy. If no qualified internal applications are received by 6:00 p.m. on the fifth (5<sup>th</sup>) working day of the posting, the Agency may consider applications for the vacancy from other applicants.

It is expressly understood that satisfactory work performance will be a requirement for internal vacancies and will therefore be considered in accordance with the criteria noted above.

16.03 Subject to the provisions of 16.01, the Agency reserves the right to hire from the outside work force when there is no qualified applicant from the bargaining unit to perform the work required.

16.04 Within seven (7) working days of the date of an appointment to a vacant position, the name of the successful applicant will be announced to all Employees via email.

16.05 A successful internal applicant will be placed on a trial period for a period of thirty (30) actual days worked. The applicant will be considered to have successfully completed the trial period after thirty (30) actual days worked unless:

- a) at any time within the trial period reasonably determines that he or she is not suitable for the position and wishes to return to his or her former position; or
- b) the Agency, 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

In the event of either (a) or (b) above, the Employee will return to the Employee's former position and salary without loss of seniority. Any other Employee promoted or transferred as a result of the rearrangement of positions will also be returned to their former position and salary without loss of seniority.

## **ARTICLE 17 – LABOUR MANAGEMENT COMMITTEE**

- 17.01 There shall be a Labour Management Committee composed of up to two (2) representatives from the Union and up to two (2) representatives of the Employer provided there is always equal representation from both parties. The function of the committee shall be to discuss matters of mutual concerns to the parties. It is understood and agreed that the committee will not discuss grievances or bargaining matters.
- 17.02 The committee shall meet quarterly at times when it is convenient for both parties. If there are no items to be discussed a meeting may be cancelled. It is understood that the Union Committee members will be paid for time spent at such meetings during their regular working hours.
- 17.03 An agency representative and a Union representative shall be Joint Chairpersons of such meetings.
- 17.04 Minutes of each meeting will be prepared and signed by the Chairpersons. Such minutes will be provided to the Union's representatives and to the Agency.
- 17.05 The Committee may make recommendations and suggestions to the Union and the Agency with respect to the discussions in Committee meetings.
- 17.06 Either party may invite a consultant and CUPE Representative when needed.
- 17.07 Workload shall be a standing item at every Meeting.

## **ARTICLE 18 – HOURS OF WORK**

- 18.01 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 Agency having due regard for its organization, nor is it a guarantee of any Employee's working schedule(s).
- 18.02 The work week for full-time Employees is thirty-five (35) hours per week exclusive of unpaid meal periods.
- 18.03 The work week for part-time Employees shall not exceed thirty-five (35) hours per week exclusive of unpaid meal periods.
- 18.04 The normal hours of operation for the Agency are between 9:00 AM and 6:00PM, Monday to Friday. Notwithstanding the above, due to the nature of the work of the Agency, from time to time, some of these normal weekly hours may have to be worked during nights or weekends as required.
- 18.05 Where an Employee is attends a conference or out-of-town event on behalf of the Employer, it is agreed that all time spent on the business of such events shall be considered to be time worked.

## **ARTICLE 19 - OVERTIME**

- 19.01 An employee shall receive their direct supervisor's approval before working time in excess of normal hours, except under emergency circumstances.
- 19.02 Employees are expected to request "flex-time" where work outside their normal hours is required and will result in overtime being incurred. Such request shall be made in writing to the employee's direct supervisor in advance of working such time and shall not be unreasonably denied.
- 19.03 An employee who performs work in excess of thirty-five (35) hours per week, but less than forty-four (44) hours per week, will be compensated by receiving time off in lieu (lieu time) at straight time.
- 19.04 An employee who performs work in excess of forty-four (44) hours per week will be compensated by receiving time off in lieu (lieu time) at time and one-half (1½) for hours worked in excess of forty-four hours in that week.
- 19.05 LIEU TIME
- a) Lieu time shall be taken not more than ninety (90) days after the accumulation and before fiscal year end (March 31<sup>st</sup>) wherever possible.
  - b) Lieu time shall be taken at a mutually convenient time and shall require prior approval of the employee's direct supervisor, which shall not be unreasonably withheld.
  - c) Notwithstanding clause (a), employees will be able to bank up to a maximum of thirty-five (35) hours in lieu at any given time.
  - d) Any lieu time accumulated by an employee which has been approved by the Executive Director (or designate) of the Agency 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 for such time.

## **ARTICLE 20 – LEAVE OF ABSENCE**

### **20.01 LEAVE OF ABSENCE WITHOUT PAY**

Where practicable, the Agency shall have the discretion to grant a leave of absence, without pay, for legitimate reasons, provided that the Agency receives at least two (2) week's 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 Agency. An Employee must have completed probation in order to be eligible for a leave of absence without pay.

Applicants, when applying, must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Agency will reply to the request in writing. It is understood that such leave without pay shall not exceed twelve (12) months. If such request should be denied the Employer shall provide a written explanation to the Employee.

### **20.02 NO ACCRUAL OF BENEFITS DURING UNPAID LEAVE OF ABSENCE**

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 exceeding thirty (30) days, but seniority will recommence and other accumulated credits established at the point of leave will be reinstated upon return to work.

During an approved unpaid leave of absence in excess of thirty (30) days, the employee is responsible for full payment of any subsidized benefits during the period of leave exceeding the initial thirty (30) days, if and for as long as the insurance carrier permits. Arrangements must be made by the employee with the Executive Director (or designate) to prepay the full premium to ensure continuing coverage.

### **20.03 PROCESS FOR REQUESTING LEAVE OF ABSENCE**

Request for leave shall be submitted, in writing, to the Employee's direct manager as far in advance as is practicable in the circumstances. For planned leave a minimum of two (2) weeks' advance notice is required.

### **20.04 ACCRUAL OF SENIORITY DURING PAID LEAVE OF ABSENCE**

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

**20.05 BEREAVEMENT LEAVE**

- a) When a death occurs in the immediate family of an Employee, such Employee shall be granted a paid leave of absence for up to six (6) working days (if out of country) for the purposes of bereavement leave or for attending the funeral.

“Immediate family” shall be defined as parent, co-parent, partner, common law partner, child, step-child, siblings, grandparents and spouses’/partners’ parents, self-defined family or partner’s family.

- b) Bereavement leave requests for other relationships are to be made to the Executive Director (or designate) and a decision will be made on a case-by-case basis. Such requests shall not be unreasonably denied.
- c) Employees may request time off to attend the funeral of an Agency client who has passed away. The Employer will make the final determination of who will attend the funeral, with priority consideration given to staff who have worked closely with the client in question. The Employer further agrees to take reasonable steps to provide support for Employees subsequent to the death of clients.
- d) The Employee will only be paid his/her regular pay for hours during the leave which he/she otherwise would have worked but for the leave of absence.
- e) The Agency may grant additional bereavement leave time off, without pay, when requested by an Employee.
- f) Should an Employee require more time than that provided above they may access vacation and/or lieu time. Requests of the Employer for such time shall not be unreasonably denied.

**20.06 JURY DUTY LEAVE**

The Agency will grant a leave of absence to an Employee who is called upon to serve as a juror in any court. The Agency will pay such an Employee the difference between their regular earnings and the payment received for jury services. This will be effected by the Employee signing over their jury fees (excluding any amount received for mileage and meal allowance) to the Agency, and the Agency will continue the Employee’s regular wage payments. The Employee shall notify the Agency 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 Agency with a signed document from the clerk of the court stating the days in attendance.

**20.07 EDUCATION LEAVE OF ABSENCE**

Employees who wish to pursue further education shall apply for such leave of absence as per Employer policy No. HR1026 regarding education leaves.

20.08 The Employer shall grant leave of absence without pay for up to two (2) employees to attend to Union business provided that at least two (2) weeks of notice is given to the Employer, and such leave of absence does not unduly interfere with the operations of the Employer or result in additional costs to the Agency. Further leave of absence for Union business shall include up to three (3) employees to attend CUPE conferences and conventions. Maximum leaves of 5 staff members totaling a combined total of seven days annually.

20.09 PREGNANCY, PARENTAL AND ADOPTION LEAVE

Unless otherwise amended herein, Pregnancy, Parental and Adoption Leave will be granted, in accordance with the Employment Standards Act of Ontario.

a) Pregnancy Leave

- i) Pregnancy Leave shall be granted for up to seventeen (17) weeks, which may begin no earlier than seventeen (17) weeks before the expected birth date.
- ii) If possible, the employee shall give the Employer at least two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence.
- iii) The employee must have started employment at least thirteen (13) weeks prior to the commencement date of birth.
- iv) The employee must give two (2) weeks' notice of her intention to return to work. Once started, the employee may shorten the duration of the leave of absence requested under this Article upon giving four (4) weeks' notice of her intention to do so. Any request that would extend the leave beyond the allotted seventeen (17) weeks must be in writing four (4) weeks in advance and must be approved by the Employer.
- v) During the period of leave, the employee may continue benefit coverage, provided the carrier permits, and the benefit premiums during this period shall be paid in the same manner as previous to the leave.

An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer four (4) weeks prior to the end of her leave. The employee will be returned to her former job if it still exists, or to a comparable job in the event that her former job has been eliminated.

- i) Upon expiry of the seventeen (17) weeks Pregnancy Leave, an employee may immediately commence Parental Leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks' notice in writing that she intends to take Parental Leave.
- ii) Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

b) Parental / Adoption Leave

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his/her own.
- iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave must begin immediately after the pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and up to thirty-seven (37) weeks in duration if she/he did not.
- iv) The employee shall give the Employer two (2) weeks' notice, in writing, of the commencement of Parental or Adoption Leave of absence unless, in the case of Adoption Leave, she is prevented from doing so by reason of the child coming under the care earlier than expected. An employee who wishes to change their return to work date must give the Employer two (2) weeks' written notice.
- v) During the period of leave, the employee may continue benefit coverage, provided the carrier permits, and benefit premiums during this period shall be paid in the same manner as previous to this leave.

An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer four (4) weeks prior to the end of her leave. The employee will be returned to her former job if it still exists, or to a comparable job in the event that her former job has been eliminated.

- i) Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

20.10 PERSONAL LEAVE

Time off or flexible scheduling for personal business, medical or dental appointments may be taken with the advance approval of the Executive Director (or designate). Paid time off includes the use of lieu time, sick time, vacation time and the use of flexible work hours. Unpaid time is also available.

20.11 LEAVE OF ABSENCE

The Employer shall develop a policy regarding education leaves of absence and such policy once developed and approved by the Board of Directors shall be referenced in the Collective Agreement.

20.12 EDUCATION LEAVE OF ABSENCE

Employees who wish to pursue further education shall apply for such leave of absence as per Employer policy No. HR1026 regarding education leaves.

## **ARTICLE 21 - SICK LEAVE**

- 21.01 The Employer provides protection for specified employees against loss of income sustained because of personal illness or injury for which compensation is not payable under the Workplace Safety and Insurance Act, Short-term or Long-term Disability plan (if applicable) or other plan providing compensation.
- 21.02 Sick leave is for full-time employees in the amount of fifteen (15) days per calendar year. Sick leave is earned at a rate of one and one quarter (1.25) days per month for a total of fifteen (15) days per calendar year and may be used in advance.
- 21.03 Sick leave credits for part-time and contract employees are pro-rated based on the number of hours an employee is assigned and normally works in a week. Paid sick leave will only be provided during regular scheduled work where the employee is absent due to illness in accordance with this Article.
- 21.04 All other employees are not entitled to sick leave with pay.
- 21.05 Employees may not carry over unused sick leave credit to the following year.
- 21.06 Employees on probation earn sick leave at a rate of one and one quarter (1.25) days per month. Once probation is completed, they will be provided with sick leave in accordance with article 21.02 or 21.03 above, minus any time they have taken under this article.
- 21.07 The Employer does not pay Employees for accumulated and unused sick leave credits when their employment ends, for whatever reason, and sick leave credits have no cash value.
- 21.08 If employment is terminated, for whatever reason, and an employee has taken more sick leave than has been earned, such overpayment will be recovered from any monies owing to the employee.
- 21.09 Sick leave credits will be accrued in hours and can be taken by the hour or day. One day is equal to seven (7) hours.
- 21.10 The employee may be required to submit a medical note from a certified medical professional after five (5) or more consecutive working days. Where a medical note is required reasonable cost shall be borne by the Employer with the submission of a receipt. The Agency also reserves the right to request a medical certificate where there's a record of pattern absenteeism.
- 21.11 Employees will not accrue or be eligible to access sick leave with pay during an approved unpaid leave of absence.

21.12 MEDICAL APPOINTMENTS

Medical appointments are expected to be arranged on the employee's own time. However, when necessary, time to attend medical appointments will not be considered sick time for the purposes of this article.

21.13 Sick Leave may be used to care for an ill member of an employee's immediate family as defined in Article 20.05(a).

21.14 An additional three (3) paid days per calendar year shall be provided to Employees for family medical leave or who require time off for caregiver leave (both as defined in the ESA 2000). There shall be no carryover of such days if unused.

## **ARTICLE 22 – PAY DAYS AND PAY CHEQUES**

- 22.01 The Agency shall pay the salaries referred to in Schedule "A" attached hereto and forming part of this Agreement bi-weekly, by direct deposit. Each Employee shall be provided with an itemized statement of his/her wages and deductions by electronic mail.

## **ARTICLE 23 – PAID HOLIDAYS**

**23.01** All employees shall receive the following paid holidays:

New Year's Day	Civic Holiday (1 <sup>st</sup> Monday in August)
Family Day	Labour Day
Good Friday	Easter Monday
Thanksgiving Day	Boxing Day
Christmas Day	Victoria Day
Canada Day	One (1) Day during Black History Month
National Day of Truth and Reconciliation	One (1) Day per calendar year for moving

And the days between Boxing Day and New Year's Day.

Employees shall be entitled to take up to four (4) days, without pay, per fiscal year to observe religious holidays.

### **23.02** PAYMENT FOR AUTHORIZED WORK ON A HOLIDAY

- a) Authorized work performed on a paid holiday will be paid for at the rate of one and one-half (1.5) times the Employee's regular rate of pay in addition to holiday pay, where applicable.
- b) No Employee is entitled to be paid for a holiday on which he/she did not report for work after having agreed to work unless a satisfactory reason that is acceptable to the Agency is provided.

**23.03** Payment for part-time employees, or any employees working on less than a full-time basis, will be based on a calculation of the hours worked in the four (4) weeks preceding the holiday and divided by four (4).

In order to qualify for holiday pay, an Employee must work his full scheduled shift immediately preceding and immediately following all paid holidays unless the employee is absent due to illness. The Employee must provide a doctor's note on their first day back to work to verify any absence due to illness.

**23.04** In the event that a holiday falls during an Employee's vacation period, the Agency 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 his regular rate of pay for that day.

**23.05** If a holiday set out above falls on a day where an Employee is not normally scheduled to work, the next scheduled working day shall be deemed to be the holiday for the purposes of this Article.

## **ARTICLE 24 – VACATIONS**

### **24.01 VACATION ENTITLEMENT**

All full-time employees, who have completed their probationary period and have been working for the Agency:

<b>YEARS OF SERVICE</b>	<b>VACATION ENTITLEMENT</b>
Less than one (1) year	1.25 days per month
More than one (1) year and less than five (5) years of service	Four (4) weeks
More than five (5) years and less than eight (8) years of service	Five (5) weeks
More than eight (8) years of service	Six (6) weeks

### **24.02 PERSONAL DAYS**

All full-time employees will receive up to three (3) personal days with pay following completion of probation. Such leave must be requested and approved by the employee's direct supervisor in advance. Personal days for part-time employees shall be prorated.

24.03 All other employees will receive vacation entitlements as set out in the Employment Standards Act.

24.04 An employee's vacation entitlement shall be earned based on their anniversary date with the Agency, however the vacation period is aligned with the fiscal year (April 1 to March 31).

24.05 Employees are provided with annual vacation entitlement at the beginning of each fiscal year.

### **24.06 SCHEDULING OF VACATIONS**

Vacations will be scheduled following a written request by the employee to take vacation and with the approval of the Executive Director (or designate), taking into consideration the needs of the organization and the scheduling preferences based on seniority.

### **24.07 PAYMENT FOR UNUSED VACATION ON TERMINATION OF EMPLOYMENT**

A regular full-time or part-time Employee, whose employment terminates at any time in the vacation year, and prior to using his/her earned vacation, will be entitled to payment of his/her wages in lieu of such unused vacation upon termination.

Any advance vacation credits or overpayment shall be deducted from the Employee's final pay.

24.08 An Employee may request, in writing, to the Executive Director (or designate) to accumulate and carry-over up to five (5) days of vacation into the following year. It is understood that any carryover must be taken in this second year and within the first three (3) months of the second year.

24.09 HOSPITALIZATION DURING VACATION

When a regular Employee is hospitalized due to illness or injury during his/her period of vacation, vacation credits will not be deducted in respect of the period of hospitalization, such credits may be scheduled for use at another time in the year in respect of which the Employee must use vacation credits. It is understood that a medical note will be required in such instances.

## **ARTICLE 25 – HEALTH AND SAFETY**

- 25.01 The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- 25.02 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 25.03 The parties agree to that Health and Safety will be a standing item on the Agenda for Labour Management Committee meetings.

## **ARTICLE 26 – EMPLOYEE HEALTH BENEFITS**

- 26.01 All full-time employees will be eligible for participation in the employee benefit plan after they complete three (3) month's continuous service.
- 26.02 All part-time employees who work more than fifteen (15) hours per week will be eligible for participation in the employee benefit plan after they complete three (3) month's continuous service.
- 26.03 PAYMENT OF PREMIUMS  
The Agency will pay 75% of the monthly premiums.  
  
Employees will pay 25% of the monthly premiums, deducted from their bi-weekly pay.
- 26.04 The employee benefit plan will be the Community Services Benefits Trust (CSBT) and will provide for basic health, extended health, dental, short-term disability, long term disability, AD &D and life insurance.
- 26.05 The specific coverage under the plan(s) and the receipt of benefits from the plan(s) shall be in accordance with the terms and conditions of the plan(s) and shall not constitute part of this agreement unless otherwise stated. Health care benefit coverage shall not be reduced from that which is provided for in the plan in effect on March 31, 2015 unless otherwise negotiated between the Union and the Employer.

## **ARTICLE 27 – GENERAL CONDITIONS**

### **27.01 RETIREMENT AGE**

At the time a staff member chooses to retire a minimum of one (1) month's notice will be provided to the Agency.

### **27.02 NO PYRAMIDING**

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

### **27.03 BULLETIN BOARD**

The Agency agrees that notices concerning Union activities may be posted on a bulletin board provided by the Agency. All Union notices must be signed by proper officials of the Local Union. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Agency without the Agency's approval.

## **ARTICLE 28 – WAGES AND ALLOWANCES**

28.01 Employees shall be paid in accordance with Schedule “A”.

### **28.02 AUTOMOBILE ALLOWANCE**

An Employee who is required by the Agency to use his/her personal automobile for the Agency’s business will be paid fifty (50) cents/km, or such amount as set by the funder, whichever is greater.

Employees will be responsible for any fines associated with the use of their personal vehicle (e.g., parking fines, speeding, traffic violations, etc.).

### **28.03 PUBLIC TRANSPORTATION AND TAXI'S**

- a) The Agency will also provide Employees who are required to travel on behalf of the Agency the appropriate fare for public transit where the Employee has incurred such expense. Receipts for all advanced payment shall be required immediately upon the Employees return to the office.
- b) Where an Employee requires transportation by Taxi for Agency related business, the Employee will first request the permission of the Executive Director (or designate) in advance. The Employee will be required to submit a receipt for reimbursement of such approved expense. Receipts for all advanced payment shall be required immediately upon the Employees return to the office.
- c) Employees are expected to use the means of transportation most cost-effective in the circumstances.

### **28.04 DAILY MEAL EXPENSE CLAIM**

While traveling on approved Agency business, the following are the allowable amounts, in Canadian dollars, that can be claimed for meals:

Breakfast (\$20.00)  
Lunch (\$25.00)  
Dinner (\$35.00)

For meal claims, the actual amount must be claimed if it is under the maximum allowable expense. If the meal amount is over the maximum allowable expense, then the maximum can be claimed. All receipts must be included.

Daily meal expenses can be provided by the Employer prior to the days(s) it is needed if the Employee so requests.

**ARTICLE 29 – DURATION**

This Agreement shall come into force on the date of ratification and continue to be in effect up to and including March 31, 2027 and shall remain in effect from year to year thereafter unless notice that amendments are required is provided by either party in writing at least ninety (90) days prior to the expiration date of this Agreement.

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

IN WITNESS WHEREOF the Parties have signed this Agreement this 13<sup>th</sup> day of April, 2026.

**FOR THE EMPLOYER  
AFRICANS IN PARTNERSHIP  
AGAINST AIDS**

**FOR THE UNION  
CUPE LOCAL 3697.07**

*Mike Salveta*

Mike Salveta (Apr 13, 2026 14:40:00 EDT)

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*Robin Silverman*

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## SCHEDULE A - Wages

Position	Hourly Rates			
	March 31, 2024 Base	April 1, 2024 (2.75%)	April 1, 2025 (3.00%)	April 1, 2026 (3.00%)
Support Coordinator	\$23.83	\$24.49	\$25.22	\$25.98
Community Development Coordinator	\$23.83	\$24.49	\$25.22	\$25.98
Heterosexual POZ Men Coordinator	\$23.27	\$23.91	\$24.63	\$25.37
POZ Youth Support Coordinator	\$21.84	\$22.44	\$23.11	\$23.81
Champ in Action Education Coordinator (new)	\$21.42	\$22.01	\$22.67	\$23.35
Volunteer Coordinator	\$21.84	\$22.44	\$23.11	\$23.81
Connected to Care Coordinator (new)	\$21.42	\$22.01	\$22.67	\$23.35
ACCHO Strategy Prevention Coordinator	\$23.83	\$24.49	\$25.22	\$25.98
Peer Educator, part-time (new)	min wage	min wage plus negotiated increase		

## LETTER OF UNDERSTANDING #1

### RE: Bargaining Unit Work and Management / Volunteers

The Union and the Employer recognize certain circumstances where, based on program needs and available resources, management staff and volunteers undertake work that would normally be classified as bargaining unit work. It is agreed that this practice will remain in effect but will not be expanded beyond what is current as of April 1, 2012 without consultation and written agreement between the parties.

AGREED to the on this 13th day of April, 2026.

**FOR THE EMPLOYER  
AFRICANS IN PARTNERSHIP  
AGAINST AIDS**

**FOR THE UNION  
CUPE LOCAL 3697.07**

*Mike Salveta*

Mike Salveta (Apr 13, 2026 14:40:00 EDT)

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*Robin Silverman*

## LETTER OF UNDERSTANDING #2

### RE: Wage and Benefits Reopener

Should the Employer receive funding during the duration of this Collective Agreement which is specifically earmarked for increases to employee compensation, in excess of negotiated increases contained in Schedule A, the Employer and the Union will meet in good faith to discuss the allocation of such funding.

AGREED to the on this 13th day of April, 2026.

**FOR THE EMPLOYER  
AFRICANS IN PARTNERSHIP  
AGAINST AIDS**

**FOR THE UNION  
CUPE LOCAL 3697.07**

*Mike Salveta*

Mike Salveta (Apr 13, 2026 14:40:00 EDT)

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*Robin Silverman*

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## LETTER OF UNDERSTANDING #3

### RE: Scheduling and Expectations

The parties agree to meet within ninety (90) days of ratification of this agreement to discuss:

- Scheduling and expectations for participation in summer events.
- Expectations for participation of part time staff in workplace events, training and meetings.

AGREED to the on this 13th day of April, 2026.

**FOR THE EMPLOYER  
AFRICANS IN PARTNERSHIP  
AGAINST AIDS**

**FOR THE UNION  
CUPE LOCAL 3697.07**

*Mike Salveta*

Mike Salveta, Apr 13, 2026 14:40:00 EDT



*Robin Silverman*

## LETTER OF UNDERSTANDING #4

### RE: Harassment / Bullying / Violence in the Workplace Training

Within six (6) months of ratification of this agreement by both parties CUPE shall collaborate with Employer to provide training to ALL staff including front line, administrative and management on legislation formerly known as Bill 168 now forming part of the OHSA. Training will be held during regular work time and bargaining unit members will be paid their regular rates of pay for all time spent in the training session.

CUPE will provide all materials and facilitation by a Health and Safety Representative.

AGREED to the on this 13th day of April, 2026.

**FOR THE EMPLOYER  
AFRICANS IN PARTNERSHIP  
AGAINST AIDS**

**FOR THE UNION  
CUPE LOCAL 3697.07**

*Miko Salveta*

Miko Salveta . Apr 13 2026 14:40:00 EST '11

*Robin Silverman*

## LETTER OF UNDERSTANDING #5

### RE: Benefits Review and Cost Containment Strategy

The Employer and the Union agree that within sixty (60) days following ratification of the Collective Agreement, the parties will meet to review the current benefit plan with the intent of exploring opportunities to lower overall costs for both the organization and its employees while maintaining meaningful benefit coverage.

The parties acknowledge that the objective is not to reduce the level of coverage outright, but rather to assess whether changes to the mix or structure of benefits could provide cost efficiencies. Any modifications to the benefit plan will require mutual agreement of the Employer and the Union and will be implemented only after such agreement is reached.

This Letter of Understanding does not create any obligation to implement changes unless mutually agreed upon by the parties.

AGREED to the on this 13th day of April, 2026.

**FOR THE EMPLOYER  
AFRICANS IN PARTNERSHIP  
AGAINST AIDS**

**FOR THE UNION  
CUPE LOCAL 3697.07**

*Mike Salveta*

Mike Salveta ;Apr 13, 2026 14:40:00 EDT;

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*Robin Silverman*

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