

# **COLLECTIVE AGREEMENT**

**Between**

**EGALE CANADA**

(hereinafter called the “Employer”)

**And**

**CUPE LOCAL 2998-02**

(hereinafter called the “Union”)

**Expiry Date: December 31, 2024**

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## ARTICLE 1 – PREAMBLE

1.01 The general purpose of this Agreement is the following:

- a) **Settling of Conditions of Employment:** To set forth the terms and conditions of employment relating to hours of work, rates of pay and other working conditions affecting the employees covered by this Agreement;
- b) **Joint discussion:** To recognize the mutual value of joint discussions on Employer/Union matters;
- c) **Settling of Grievances:** To provide for means of settling disputes and grievances; and
- d) **Furthering of a Harmonious and Orderly Collective Bargaining Process:** To promote and further a harmonious and an orderly collective bargaining relationship between the Employer, its employees and the Union.

1.02 Throughout this Agreement, where the singular is used it will also be deemed to mean the plural within the appropriate context.

## ARTICLE 2 – SCOPE AND RECOGNITION

2.01 The Bargaining Unit shall consist of:

all employees of Egale Canada working in and out of the City of Toronto, save and except Directors and persons above the rank of Director, Human Resources employees, information technology employees (including the IT Manager), the Accounting Officer, students, and persons who are excluded pursuant to section 1(3)(b) of the Ontario *Labour Relations Act, 1995*.

### 2.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

### 2.03 Contracting Out

The Employer reserves the right to contract out work, subject to the following:

- a) Where a decision is made to contract out work the Employer shall notify the Union in advance of such action. The Employer will meet with the Union on request and will consider Union proposals, if any, for alternatives to contracting out work.

- b) The Employer will not contract out work that is usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit employee results from such contracting out.
- c) For purposes of this provision, the bargaining unit includes employees identified by the parties in any letter of understanding to this Agreement while such letter of understanding remains in effect.

#### **2.04 Definition of Employee**

- a) A "full-time" employee shall be deemed to be an employee who regularly works more than twenty (20) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- b) A "part-time" employee shall be deemed to be an employee who regularly works not more than twenty (20) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- c) A "contract" employee is a person hired for a specific period of time or to complete a specific term or project. Upon the end of their contract:
  - i. If such an employee has completed their probationary period they would be immediately laid off and thereafter subject to the recall procedure. For greater certainty, Articles 15.02, 15.03, 15.04 and 15.05 do not apply to a contract employee upon the end of their contract in these circumstances.
  - ii. If such an employee has not completed their probationary period their employment would immediately cease and they would not be subject to the lay off and recall procedure under the Collective Agreement.
- d) A "student" employee is (i) a person actively attending an educational institution, (ii) or a person who starts work between April 1st to Labour Day under the Canada Summer Jobs program or under another government youth employment program for a period of less than twenty- (20) weeks, unless otherwise mutually agreed by the Union and the Employer. Students shall not be considered to be members of the Bargaining Unit during this term of work.

#### **2.05 Designation of Manager**

Every employee shall be notified of their manager for purposes of this Agreement.

- 2.06** The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any

employee because of their membership or non-membership in the Union or because of their activity or lack of activity in the Union.

## **ARTICLE 3 – HUMAN RIGHTS, WORKPLACE VIOLENCE AND HARASSMENT**

### **3.01 Human Rights**

The Employer is committed to providing a workplace that is free from unlawful discrimination and harassment. All employees are entitled to a working environment where they are treated with respect and dignity and have equal opportunity to fully contribute. All individuals are required to conduct themselves in a professional manner on company premises or while performing work and refrain from engaging in discrimination or harassment.

**3.02** All employees have the right to a workplace free from discrimination and harassment based upon characteristics protected under the Ontario Human Rights Code, including race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

### **3.03 Workplace Harassment**

The Employer is committed to providing a work environment in which all workers are treated with respect and dignity. Workplace harassment will not be tolerated from any person in the workplace.

**3.04** Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or workplace sexual harassment. Workplace sexual harassment means:

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

### **3.05 Workplace Violence**

The Employer is committed to providing its employees with a workplace that is free from violence. All individuals, whether employees or third parties, are required to conduct themselves in a professional manner on company premises or while performing work, and refrain from violent behaviour.

**3.06** The Employer prohibits and will not tolerate any form of workplace violence by any employee, member of management or third party.

**3.07** Workplace violence means:

- a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** The Union recognizes and acknowledges that the Employer shall continue to exercise all rights, functions, privileges and authority that it possessed prior to the execution of this Agreement. Except where specifically restricted by the terms of this Agreement, or by applicable legislation, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations, policies and procedures, to be observed by the employees;
- b) To hire, lay-off, recall, direct, promote, demote, transfer, classify, schedule, assign duties, progressively discipline, suspend or otherwise discharge employees, provided that a claim that an employee who has completed their probationary period has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) To determine the location and extent of its operations and their commencement, expansion, curtailment or continuance;
- d) To determine the nature and kind of service to be provided and the standards of service required;
- e) Generally to plan, manage, and control the work of the employees and the operations of the Employee in all aspects, and without restricting the generality of the foregoing, to determine: the services to be rendered and the work to be done; the programs to be delivered and the mandate of the operation; the standards of performance of the work; the methods, processes and means of performing work; the content, requirements and qualifications required for the job; the number of employees needed by the Employer at any time, and how many employees shall work in any job; the

kinds and location of the work and projects to be performed; and the introduction of new and improved methods, facilities, equipment; and the amount of supervision necessary; and

- f) To exercise those rights, powers, functions or authority which are not specifically abridged or modified by this Agreement or by applicable legislation.

**4.02** The Employer agrees to exercise the foregoing responsibilities and rights in a reasonable manner consistent with the provisions of this Agreement and applicable legislation.

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

## **ARTICLE 5 – STRIKES & LOCKOUTS**

**5.01** The Union and the Employer agree that there will be no strikes or lockouts during the term of this Agreement. The terms “strike” and “lockout” shall have the meaning as attributed to them under the *Ontario Labour Relations Act*, as amended from time to time.

## **ARTICLE 6 – UNION SECURITY AND CHECK-OFF**

### **6.01 Union Security**

All employees of the Employer who come within the bargaining unit shall as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union, provided that the Employer shall not be required to discharge an employee who has been expelled or suspended from membership in the Union. New employees covered by this Agreement shall become members in good standing in the Union within thirty (30) calendar days from the respective dates of the commencement of their employment.

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### **6.02 Deductions**

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of members, including the names, employment status (e.g. full time, part time, project, contract), job title, hours worked, regular earnings and dues deducted of all employees from whose wages deductions have been made. This list will also indicate the staff changes occurring within the bargaining unit during the previous month, including

the names and addresses of the employees terminated, new hires, promotions, recalls, employees completing their probationary period, layoffs, resignations, retirements, and leaves of absence (paid or unpaid) of more than thirty (30) calendar days in duration. A copy of this list shall also be forwarded to the Secretary of the Local Union.

### **6.03 New Employees**

- a) The Employer agrees to advise new employees of the fact that a Union Agreement is in effect and of the conditions of employment set out in the Articles dealing with Union Security and Check-Off.
- b) The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired bargaining-unit employee who is not a member of the Union, once during the employee's first two weeks of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises, or virtually, at a time and location designated by the Employer for such interview, and shall not exceed thirty (30) minutes duration.

### **6.04 T4 Slips**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

### **6.05 Employer Liability**

In consideration of the deducting and forwarding of the union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.

## **ARTICLE 7 – UNION REPRESENTATION**

### **7.01 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards. Similarly, the Employer shall supply the Union with a list of its managerial or other personnel with whom the Union may be required to transact business.

- 7.02** Outside representatives of the Union shall have reasonable access to the Employer's premises for the purpose of assisting in the preparation and settlement of grievances or whenever the Local requires assistance in dealing with the Employer, provided advance permission of the Executive Director or their



designate has been obtained. Such advance permission shall not be unreasonably withheld.

- 7.03** The Employer acknowledges the right of the Union to appoint or otherwise select officers, and no more than two stewards. The Union acknowledges and agrees that officers and stewards have regular duties to perform and will not leave their regular duties to assist employees in respect of matters arising under this Agreement without obtaining the permission of their immediate manager and will similarly report upon returning to their regular duties. Such permission shall not be unreasonably withheld. Time spent during an employee's regular working hours pursuant to this Agreement shall be without loss of pay.
- 7.04** Representatives may leave their work place or enter another department to attend investigative and grievance meetings with the Employer with prior permission of their immediate manager. Such permission shall not be unreasonably withheld. The Employer agrees that a steward will suffer no loss of basic pay as a result of regularly scheduled straight time lost while attending investigative and grievance meetings with the Employer in accordance with the Grievance Procedure.
- 7.05** No employee shall conduct Union activities during working hours other than as specifically permitted by this Agreement or with the permission of the Employer. Such permission shall not be unreasonably withheld.
- 7.06** All official correspondence between the Parties arising out of this Agreement shall pass to and from the Executive Director, with a copy to the Human Resources Director, and the Union Local Vice-President, with a copy to the CUPE Local 2998 Recording Secretary.

## **ARTICLE 8 – UNION / MANAGEMENT RELATIONS**

### **8.01 Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members and one (1) alternate of the Union as appointees of the Union. In addition this Committee shall have the assistance of (i) the CUPE National Representative, and (ii) the President of CUPE Local 2998 (should the President not be a member of the bargaining unit), or their designate, and (iii) up to two (2) external third party advisors chosen by the Employer. The Union will advise the Employer in writing of the Union nominees to the Committee.

- 8.02** Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to: attendance at meetings with the Employer, participation in negotiations and interest arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate manager. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The Bargaining Committee shall have the right to

attend negotiation meetings held within the employees working hours without loss of remuneration.

**8.03** The Bargaining Committee shall be entitled to take compensatory time off equivalent to the number of hours they attend at negotiating meetings scheduled between the Union and the Employer for the renewal of this Agreement where such negotiating sessions take place during other than their regular working hours.

**8.04 Union - Management Committee**

A Union - Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to and for gender and sexually diverse communities, and job security for the employees.

**8.05 Function of Committee**

The Committee shall concern itself with the following general matters of mutual concern, including but not limited to the following:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b) Improving and extending services to and for gender and sexually diverse communities.
- c) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- d) Correcting conditions causing grievances and misunderstandings.
- e) Addressing workload issues.
- f) Develop a Job Evaluation program to ensure ongoing internal equity of job classifications. Review the creation of a new job classification or changes to an existing job classification and its job profile shall be assigned to the appropriate wage grade in accordance with the program and the assignment shall become effective from the date the parties reach agreement on the wage grade.
- g) Ensure that the employer has a Pay Equity Maintenance Program in place to preserve Pay Equity
- h) Address anti racism issues including but not limited to:

- i. Identify opportunities to remove systemic barriers in the organization, including barrier to accessing and retaining employment
- ii. Identify strategies, tools and actions to combat racism and white supremacy
- iii. Build staff capacity and cultural understanding by providing educational and awareness opportunities for Egale staff and management around antiracism and anti-oppression work (ARAO)
- iv. Develop organizational policies, practices, strategies and implementation plans related to antiracism and anti-oppression
- v. Support and promote regular ARAO organizational audits by a third party agreed upon by the committee and management
- vi. Supporting the integration of new staff through the implementation of ARAO training
- vii. Networking and mentoring opportunities and advice to members to contribute their unique experiences and skills to the growth and development of Indigenous, Black and People of Colour members of the Bargaining Unit

#### **8.06 Meeting of Committee**

The Committee shall meet at least once every (2) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

#### **8.07 Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

#### **8.08 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall alternate minute-taking responsibilities. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

The minutes of Union Management Committee meetings shall be provided to the Board of Directors, and clarifications provided if requested by the Board.

### **8.09 Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

### **8.10 Health and Safety Committee**

- a) 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 order to reduce stress and prevent injury and illness.
- b) A joint Health and Safety Committee shall be constituted with two (2) members elected/selected by the Union and two (2) members selected by the employer. This committee shall identify potential dangers, recommend means of improving the health and safety programs and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least quarterly. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany their inspections. Scheduled time spent in all such activities shall be considered as time worked at regular rates that may apply.
- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data relating to work-related accidents, which includes the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required health care without lost workdays, the incidence of occupational injuries.

- e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- f) The employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- g) At least two (2) of the members of the committee will be elected/selected by the Union. Up to one (1) member of the Committee elected / selected by the Union per year of this Agreement and will be trained to be a certified worker as defined under the Act. Training shall be provided by a certified agency of the Employer's choosing with full costs paid by the Employer (including keeping pay whole).

### **8.11 Gender Diversity and Inclusion Committee**

- a) A Gender Diversity and Inclusion Committee shall be established within 30 days of the implementation of the Collective Agreement. Members from the Union shall be elected by the Union with a maximum of one (1) union representative from each department that has an employee in the bargaining unit. The Employer will appoint two (2) members from management.
- b) Gender Diversity and Inclusion committee member elections shall occur once per year for a one year term. A committee chair will be elected by the committee members. Quorum will be 50% with the chair as the tie breaking vote.
- c) This committee shall be tasked with providing moral and material support to Gender Diverse members of the Bargaining Unit in their pursuit of a satisfying career experience in an inclusive work environment.
- d) This committee shall work to develop and review organizational policies, practices, strategies and implementation plans related to gender inclusion and anti-oppression.
- e) This committee shall work toward expanding and improving the institutional commitment of the workplace to principles of equity, diversity and inclusion by championing and supporting the advancement of strategic initiatives and continuing to work towards eliminating systemic discrimination with stakeholders within and outside of the workplace. This includes the Executive Director, Management Team members, project partners, advisory committee members, and other stakeholders. This work includes but is not limited to:
  - i. Identify opportunities to remove systemic barriers in the organization, including barriers to accessing and retaining employment and recognizing the unique experiences of 2SLGBTQI employees

- travelling to or being stationed in regions that may not be safe or inclusive
- ii. Identify strategies, tools and actions to combat prejudice, cissexism and heterosexism
  - iii. Identify transgender, non-binary, and gender diverse competency training for staff and executive leadership on a recurring basis and as a part of onboarding practices
  - iv. Networking and mentoring opportunities and advice to members to contribute their unique experiences and skills to the growth and development of gender diversity and inclusion
  - v. Determine and evaluate the development of a procedure for changing names on work emails without the risk of losing information
  - vi. Determine and evaluate the development of a procedure for changing names and prefixes on pay stubs once these changes happen legally - this applies to past, present, and future pay stubs
  - vii. Determine and evaluate the development of strong transition and gender-affirming support plans
- f) Employees will be allowed time to attend meetings and execute initiatives during working hours. Meetings should take place at least once per quarter. Meetings will be closed unless otherwise agreed upon, and scheduled in consultation with the Committee members. The length of meetings may vary depending on the agenda. For the first (6) six to (12) twelve months, meetings could occur more frequently, subject to operational requirements, as the committee builds its foundation and work plan. Hours attending meetings will be considered time worked. Permission to attend meetings shall be sought from the immediate manager, and such permission will not be unreasonably denied.

## **ARTICLE 9 – EGALE EMPLOYEE TRANS FUND**

### **9.01**

- a) A subcommittee of the Gender Diversity and Inclusion Committee shall manage the Egale Employee Trans Fund (Trans Fund) to serve as an immediate and individualized form of support for employees who self-identify as transgender and/or non-binary. The Employer shall provide all employees who have completed their probationary period with a Gender-affirming Care Plan under the Egale Employee Trans Fund. The fund shall be allocated \$7,500 per year by the Employer with a matching contribution of \$7,500 per year by the Union.

- b) If there is any money left over after the fund year has reimbursed all eligible claims, the remainder of the monies will be carried over to the following year.
- c) Each year of the Egale Employee Trans Fund, anyone who is a seniority employee of Egale Canada at the time the application is made and self-identifies as transgender and/or non-binary is eligible to apply.
- d) Understanding that one's experience as transgender and/or non-binary can impact many areas of life, the fund deliberately does not define all eligible expenses. Members are invited to submit claims for any expenses they consider eligible.
- e) Applications will be reviewed and eligibility decisions made on a case-by-case basis by the subcommittee of Gender Diversity and Inclusion Committee.
- f) The Employer and the Union will discuss and agree upon the process of administering the fund, including but not limited to the process of receiving applications, reviewing applications, approving or denying applications, and handling personal information. If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement.
- g) The application forms for the Egale Employees Trans Fund will be available online and accessible through the Employer's online database.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

**10.01** An employee has the right to be accompanied by a Union representative at any stage of this procedure if they wish. The Employer will inform the employee of this right.

### **10.02 Definition of Grievance**

For the purposes of this Agreement, an individual, policy or group grievance is defined as a difference that arises between the parties hereto or between the employee(s) and the Employer relative to the interpretation, application or administration of this Agreement including any questions as to whether a matter is arbitrable. All complaints and grievances shall be taken up in the following manner.

### **10.03 Informal Discussion**

It is the mutual desire of both Parties that problems experienced by employees shall be addressed as quickly as possible and it is understood that the employee will be encouraged to give the Employer the opportunity to address the problem.

- a) The employee is required to bring the matter to the attention of the employee's direct manager (or designate) within ten (10) business days after the occurrence, or from the date the employee ought reasonably to have been aware of the circumstances giving rise to the matter. If the matter relates in whole or in part to the actions or omissions of the employee's direct manager, the employee shall have the right to have a Union representative bring the matter to the employer's direct manager (or designate) on their behalf.
- b) Within ten (10) business days of the matter being brought to the attention of the employee's direct manager (or designate), the manager shall give a verbal and written reply to the employee of the discussion and decision (if applicable).

#### **10.04 Grievance Procedure**

Failing satisfactory settlement at the informal stage:

##### **Step 1**

- a) The Union may file a grievance on behalf of an employee to the employee's immediate manager (or designate). The grievance will be in writing on a grievance form supplied by the Union and shall be signed by the grievor, dated, and contain a written statement of such grievance, including a statement of the nature of the grievance, the Article(s) in this Agreement that is alleged to have been violated, and the specific remedy sought. The grievance must be submitted to the manager (or designate) within ten (10) business days after the occurrence, or from the date the employee ought reasonably to have been aware of the circumstances giving rise to the matter or within ten (10) business days of the reply provided in Article 10.03.
- b) Within ten (10) business days of the receipt of the formal grievance, the manager (or designate) shall set a date for the grievance meeting to be held as soon as possible. The manager (or designate) shall advise the employee of the decision in writing within ten (10) business days of their last grievance meeting.

##### **Step 2**

- a) Failing settlement at Step 1, the Union may submit the grievance to Step 2. Such grievance must be submitted to the Executive Director (or designate) within ten (10) business days of the reply provided in Step 1 above.
- b) Within ten (10) business days of the receipt of the reply in Step 1, the Executive Director (or designate) shall contact the Union Representative and set a date for a Step 2 grievance meeting to be held as soon as possible. The Executive Director (or designate) shall advise the Union of



the decision in writing within ten (10) business days of their last grievance meeting.

#### **10.05 Policy Grievance**

If the Union or the Employer has a policy grievance, it shall be forwarded in writing to the Executive Director (or designate), in the case of a Union grievance, or to the Union Local President, in the case of an Employer grievance, within ten (10) business days following the circumstances giving rise to the grievance.

A meeting will take place between the Executive Director or designate and the Union Local President or designate within ten (10) business days of the submission of the grievance. The Employer and the Union may have the assistance of an external representative or consultant at such meeting.

The Executive Director or designate, if a Union grievance, or the Union Local President or designate, if an Employer grievance, shall deliver their response in writing to the other within ten (10) business days of the meeting.

Failing settlement of the grievance, it may be referred to arbitration in accordance with Article 11.01.

However, it is expressly understood that the provisions of this clause may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

#### **10.06 Group Grievance**

When a group of employees have identical grievances as set out in Article 10.04 above, they may present a group grievance identifying each employee who is grieving within ten (10) business days of the alleged grievance. The grievance shall then be treated as being initiated at Step 2. One (1) employee on behalf of the group named therein shall present the group grievance at Step 2 of the Grievance Procedure.

#### **10.07 Mediation**

Once a grievance has been referred to arbitration both Parties within forty (40) calendar days may agree to use the services of a mutually agreeable mediator to assist the Parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of the Union and the time spent in attendance shall be considered work time and without loss of pay. If the grievance is not resolved at the mediation meeting, the Parties will proceed to arbitration as outlined herein.

The cost of a mediator will be jointly shared between the Union and Employer.

**10.08** The timelines in this grievance procedure may be extended by the Parties upon mutual agreement in writing.

## **ARTICLE 11 – ARBITRATION PROCEDURE**

**11.01** Failing settlement of any grievance, as defined in Article 10.02, after exhausting the Grievance Procedure, such grievance may be submitted to arbitration as hereinafter provided. The party requesting that the grievance be submitted to arbitration shall make such request in writing to the other party within twenty-one (21) calendar days after the decision under Step 2 is given. If no written request for arbitration is received within twenty-one (21) calendar days after the decision under Step 2 is given, the grievance shall be deemed to be abandoned.

**11.02** The Parties will appoint a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions. Where agreement on a sole arbitrator cannot be reached between the Union and the Employer a request will be made to the Ministry of Labour to appoint an arbitrator.

**11.03** The decision of the arbitrator shall be final and binding on both Parties.

**11.04** The arbitrator shall not have the power to alter, change, amend, add to, or annul any of the provisions of this Agreement, or to make any decision inconsistent with the provisions of this Agreement, or to deal with any matter not covered by this Agreement or applicable legislation.

**11.05** The Parties will share equally the fees and expenses of the arbitrator.

**11.06** The timelines in this arbitration procedure may be extended by the Parties upon mutual agreement in writing.

## **ARTICLE 12 – DISCIPLINE**

**12.01** Where the Employer wishes to meet with an employee to impose disciplinary action, the employee shall be entitled to have a Union Steward present at the time such discipline is given.

The Employer will notify the employee in advance of this right to representation.

**12.02** Whenever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge within five (5) business days of the suspension or discharge. The employer will also provide the Union with a copy of any other written discipline issued to an employee within five (5) business days thereafter

**12.03** Where the Employer deems it necessary to suspend an employee, while conducting an investigation as result of a complaint, the employee may be suspended without loss of pay, benefits or seniority while the investigation is being

conducted. During such suspension the employee shall be entitled to have a Union Steward present during any meeting wherein the investigation is being conducted.

**12.04** In the event an employee is suspended or terminated and the employee feels that the discipline is unjust, the case may be taken up as a grievance. Such grievance shall proceed directly to Step 2 of the Grievance procedure and must be presented within ten (10) business days after notice of the discipline was given.

**12.05** An employee shall have the right upon giving reasonable notice to the Employer, to have access to their personnel record in the presence of the Human Resources Director or their designate for the purpose of reviewing any performance evaluations or discipline. An employee shall have the right to reasonably request copies of such evaluations or discipline, which will be provided within a reasonable period of time to the employee.

## **ARTICLE 13 – SENIORITY AND PROBATION**

### **13.01 Seniority Defined**

Seniority is defined as the length of service with the Employer, in the bargaining unit, by hours. One year of seniority shall be deemed to be one thousand nine hundred and fifty hours (1950) of work. Notwithstanding the above, no employee can accrue more than one year's seniority in a twelve (12) month period. Seniority shall be used in accordance with the terms of this collective agreement.

Seniority shall operate on a bargaining-unit-wide basis.

**13.02** Where two employees have equal seniority, their seniority order will be determined based on the employee with the earlier original date of hire by the Employer, and if they have the same original date of hire, based on the employee with the earlier birth date in the calendar year.

**13.03** First seniority list to be computed by the Employer shall include all hours going back twenty-four (24) months prior to the date of certification.

### **13.04 Seniority List**

An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and June of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 13.07. For the purpose of this Article, time away from work for gender affirming care, maternity or parental leave shall be deemed to be hours worked for the purposes of seniority.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay

period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified within the Bargaining Unit.

### **13.05 Loss of Seniority**

An employee shall lose all seniority and be deemed to be terminated if they:

- a) resign (unless rescinded within two business days);
- b) are discharged and are not reinstated through the grievance or arbitration procedures;
- c) are laid-off for a period in excess of eighteen (18) months;
- d) are absent from work for a period of five (5) consecutive business days or more without notifying the Employer of their absence, unless a satisfactory reason for the failure to notify is provided to the Employer;
- e) utilize a leave of absence for the purpose of engaging in gainful employment elsewhere except with the express written permission of the Employer;
- f) fail upon being notified of a recall from layoff to signify their intention to return within five (5) business days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and fails to report to work within ten (10) business days after they have received the notice of recall; or
- g) fail to return to work upon termination of an authorized leave of absence without satisfactory reason or utilize a leave of absence for purposes other than that for which the leave was granted.

**13.06** The Employer agrees that it will not transfer an employee to a position outside 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 their bargaining unit position for up to six (6) calendar months, except where the position outside the bargaining unit is a temporary contract position, as defined in Article 2.04(c), replacing a person on a leave recognized in the Employment Standards Act, 2000, in which case the employee shall have the right to return to their bargaining unit position for up to one (1) year.

### **13.07 Probation**

All new employees of the Employer will be required to serve a probationary period of four (4) calendar months or 650 hours from their first day of hire, whichever comes first. This period may be extended up to two (2) months or 325 hours by mutual agreement of the Parties.

**13.08** Probationary employees will not obtain any seniority standing until the successful completion of their probationary period. Once they have completed their probationary period their seniority will revert back to their start date.

**13.09** Probationary employees will be entitled to all of the rights and privileges of a regular employee under this Agreement, except where specifically excluded.

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

### **13.11 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 probationary period will be automatically extended by any such time off.

## **ARTICLE 14 – JOB POSTINGS**

### **14.01 Notification of Vacancies**

In the event a permanent vacancy or a contract employment vacancy occurs within a bargaining unit position, which vacancy the Employer intends to fill, or the Employer creates a new permanent or contract position within the bargaining unit, the Employer will provide the Union Steward/Vice-President with a copy of the posting twenty-four hours before posting the vacancy and post notice of such vacancy for five (5) business days. In order to receive consideration, employees from within the bargaining unit must submit their applications within the five (5) business day period referred to herein.

### **14.02 Information in Postings**

The job posting notice shall contain the following information: Job title, nature of the position, experience, skills, knowledge, qualifications, education, work duties, work location, shift (hours of work), wage or salary rate as per the Collective Agreement.

### **14.03 Job Posting**

The Employer shall consider the principles of EDID employment equity as set out in the Letter of Understanding #2 – “Statement of Equity, Diversity, Inclusion and Decolonization in Employment” when making appointments. The Employer will award the vacancy to the best internal applicant in the competition based on experience, skills, knowledge, qualifications, education (or equivalent experience or training), and ability to perform the work of the position efficiently and competently with minimal orientation. Where these factors are relatively equal in the judgment of the Employer (exercised in a non-arbitrary manner), seniority shall govern. An internal applicant must have the required competencies and qualifications for the vacant position to be awarded the job.

### **14.04**

- a) The Employer may post vacancies internally and externally at the same time.
- b) The Employer will notify the internal candidates as to whether or not they are the successful candidate prior to the Employer considering external candidates.

**14.05** It is understood that where a regular full-time employee or a regular part-time employee applies for and is awarded an internal vacancy that is for a project position with a defined term of less than or equal to twenty-four (24) months duration, the regular full-time or part-time employee retains their status as a regular employee, and will return to their former position or similar work within the bargaining unit, at the conclusion of the vacancy.

**14.06** An employee who has successfully bid on a job posting shall not be considered as an applicant for any permanent or contract employment vacancy that becomes available within six (6) months of the employee's successful bid, except at the sole discretion of the Executive Director.

**14.07** The Employer shall have the right to fill any permanent vacancy on a temporary basis not to exceed ninety (90) calendar days, until the posting procedure provided herein has been complied with and arrangements have been made to permit the successful applicant selected to fill the vacancy to be assigned to the job.

### **14.08 Trial Period**

- a) Regular employees hired into another position within the bargaining unit must complete a trial period.
- b) The successful applicant shall be placed on a trial period of two (2) months and shall retain all rights and benefits under the Collective Agreement.

- c) Conditional on satisfactory service at the Employer's discretion, acting reasonably, such trial period shall become permanent in the position after the two (2) month period. The trial period may be extended with the agreement of the Union. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and at the previous position's wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority at the previous position's wage or salary. If there are no successful applicants after the trial period then the position will be reposted.

#### **14.09 Union Notification**

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment of employees in the bargaining unit.

#### **14.10 Postings while on Vacation or Leave**

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing and no more than seven days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. If jobs or positions arise during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

#### **14.11 New Classification or Existing Classification, Substantial Change**

- a) When a new classification within the bargaining unit is established by the Employer during the term of the Agreement, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, the Employer shall advise the Union of the rate within five (5) working days.
- b) If the Union disagrees with the rate, it shall have the right to request a meeting with the Union Management Committee. At such meeting, the parties will review the rate, the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.
- c) When the Employer makes a substantial change in the job content of an existing classification during the term of the Agreement, the Employer agrees to meet with the Union Management Committee if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

- d) If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) working days of the meeting.
- e) Any decision by an Arbitrator shall be based on the evaluation established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- f) Any change awarded as a result of arbitration relating to a new or substantially changed classification shall be retroactive only to the date on which the new classification was filled.
- g) Any change awarded as a result of arbitration relating to a substantial change to an existing classification shall be retroactive only to the date on which the Union raised the matter with the Employer.

## **ARTICLE 15 – LAYOFF AND RECALL**

**15.01** A layoff is defined as the total elimination of a Full-time or Part-time employee's regular hours of work or the reduction by more than thirty (30%) percent of a regular employee's regular hours of work amended from time to time.

### **15.02 Notice of Lay Off to the Union**

In the event of a proposed lay off the Employer will:

- (a) Provide the Union with at least fifteen (15) business days' notice prior to notice of lay off being provided to employees under article 15.04.
- (b) Meet with the Union through the Union Management Committee within ten (10) working days of the notice in article 15.02(a) to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit, and the factors set out in Letter of Understanding #2 – “Statement of Equity, Diversity, Inclusion and Decolonization in Employment”.
- (c) Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to more than one part-time employees.

**15.03** Lay-offs and recalls shall be in order of seniority, provided that the senior employee retained or recalled has, in the judgment of the Employer (exercised in a non-arbitrary manner), the necessary experience, skills, knowledge, qualifications,



education (or equivalent experience or training) and ability to perform the work of the position efficiently and competently with minimal orientation.

- a) Prior to the actual lay-off 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 the date within the bargaining unit.
- b) All displacements are subject to the employee having, in the judgment of the Employer (exercised in a non-arbitrary manner), the necessary experience, skills, knowledge, qualifications, education (or equivalent experience or training) and ability to perform the work of the position efficiently and competently with minimal orientation.
- c) Part-time employees may only bump part-time employees.
- d) New employees shall not be hired until those laid-off have been given an opportunity of recall.

#### **15.04 Notice of Layoff to Employee**

- a) Unless legislation is more favourable, the Employer shall notify the employee(s) who are to be laid-off fifteen (15) business days prior to the effective date of the lay-off, except in the event of an extraordinary or unforeseen circumstance.
- b) If the employee has not had the opportunity to work the days provided in this Article, they shall be paid for the days for which work was not made available.

#### **15.05 Employee Response to Notice of Layoff**

An employee who is laid off or displaced by a senior employee shall submit to the Executive Director (or designate), in writing, their decision to:

- a) accept the lay-off; or
- b) displace an employee who has less bargaining unit seniority in an identical paying or lower paying classification, provided the senior employee has, in the judgment of the Employer (exercised in a non-arbitrary manner), the necessary experience, skills, knowledge, qualifications education (or equivalent experience or training) and ability to perform the work of the position efficiently and competently with minimal orientation.

The decision of the employee to choose a) or b) above shall be given in writing to the Executive Director (or designate) within five (5) business days following notification of lay-off or displacement. An employee failing to do so will be deemed to have accepted the lay-off.

**15.06** Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

**15.07 Recall**

- a) Employees who are to be laid-off shall be placed on a recall list and shall retain but not accrue seniority for up to eighteen (18) months;
- b) Employees on lay-off who have, in the judgment of the Employer (exercised in a non-arbitrary manner), the necessary experience, skills, knowledge, qualifications and ability to perform the work of the position efficiently and competently with minimal orientation, shall be recalled in order of seniority to vacant permanent bargaining unit positions;
- c) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed thirty (30) business days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. An employee being recalled to a temporary vacancy must have, in the judgment of the Employer (exercised in a non-arbitrary manner), the necessary experience, skills, knowledge, qualifications and ability to perform the work of the position efficiently and competently with minimal orientation. This provision supersedes the job posting provision.
- d) The posting procedure shall not apply where eligible and qualified employees are on lay-off and entitled to recall;
- e) Notice of recall shall be sent by registered mail to the last known address of the employee according to the records of the Employee, who shall respond to the recall notice within five (5) business days of receipt and return to work within ten (10) business days; and
- f) Failure of the employee to respond within the timeframe outlined herein or should the employee decline recall the employee will be deemed to have resigned from their employment with the Employer and shall have no further right to recall.

**15.08 Severance Pay**

Severance pay will be in accordance with the Employment Standards Act, 2000, as amended from time to time, with the addition of one (1) week of pay.

**15.09** Employees on lay-off may continue to participate in the group benefits plan, provided the carrier permits, for a period of three (3) calendar months after the date of the layoff or until the employee is employed elsewhere, whichever occurs sooner.

**15.10** An employee who has been on lay-off for more than eighteen (18) months shall lose all rights of recall and seniority.

**15.11** Where an employee has been laid off in accordance with this Agreement, and not recalled within eighteen (18) months, the period of lay-off shall not be included in determining the length of continuous service for the purposes of the *Employment Standards Act, 2000*.

**15.12** Notwithstanding anything to the contrary in this Agreement, no employee shall be entitled to displace an employee in the Research department if the Employer establishes that such displacement will impede the progress or be detrimental to the quality and integrity of the research being conducted by the employee holding that position .

## **ARTICLE 16 – HOURS OF WORK**

**16.01** Each employee will normally work a maximum of 37.5 hours a week, excluding one half-hour unpaid meal break.

### **16.02 Normal Hours of Work**

- a) The normal days per week shall be five (5) days per week with a week being the period from Monday to Friday. Normal hours of work may commence between 8 am and 10 am, in the local time zone of the employee, and end eight (8) hours later, as agreed between the Employee, the Union and the Employer.
- b) Part time work schedules shall be agreed upon between the employee, the Union and the Employer.

**16.03** At the beginning of their employment, each bargaining unit member shall arrange their regular working hours with the Executive Director or designate, in accordance with Article 16.02.

### **16.04**

- a) If an employee is required to work more than their normal daily hours of work they shall be allowed to flex their work hours, with due consideration for operational requirements, such that they do not accumulate more than seventy-five (75) hours in the pay period. Employees shall notify their direct manager (or designate) prior to taking flex time.
- b) Hours worked beyond seventy-five (75) hours in a particular pay period shall be compensated with compensatory time off (lieu time) at the rate of:
  - i) one hour (1 hour) for each hour worked in excess of seventy-five (75) hours; and

- ii) one hour and one-half hour (1.5 hours) for each hour worked in excess of eighty-eight (88) hours.
- c) Employees may accumulate a maximum of thirty-seven and one-half hours (37.5 hours) of lieu time, which can be carried over for one year from the time such lieu time is earned. Prior approval in writing from the Executive Director (or designate) is required before accumulating lieu time. All time must be appropriately tracked and recorded.
- d) Employees wishing to use lieu time must make a request in advance and in writing to their direct manager (or designate). Such request shall not be unreasonably denied. Notwithstanding the foregoing, the employee's direct manager (or designate) may confer with the employee to arrange to take the lieu time at a time that is mutually agreeable to the employee and Employer.
- e) If the employee has not taken lieu time within nine (9) months of it having been earned, the employee's direct manager (or designate) may direct the employee to take the lieu time at a time that is convenient for the Employer. In these cases the employee's direct manager (or designate) will confer with the employee before scheduling such lieu time.

#### **16.05 Rest Period**

All full-time employees shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and the second half of a shift.

#### **16.06 Seniority for Shift Preference**

The Employer shall determine the shifts to be worked. In the event that more than one employee in a classification is required to work on different shifts, and each employee is equally capable of performing the work on both shifts, the employee with the most seniority shall be given shift preference .

### **ARTICLE 17 – HOLIDAYS**

**17.01** Employees shall be entitled to the following twelve (12) paid holidays:

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day  
Civic Holiday  
Labour Day  
National Day for Truth and Reconciliation  
Thanksgiving Day  
Christmas Day  
Boxing Day

Any Employee who offers to work a Christian religious holiday (Christmas, Good Friday), may request an alternate religious / celebratory holiday (Eid, Diwali, Pride Friday or Monday) off as a scheduled alternate holiday.

- 17.02** All new statutory holidays which are recognized by the Ontario Provincial Government and not already provided for above shall be in addition to the above. If a holiday falls on a weekend, the holiday will be observed on the next work day.
- 17.03** If any of these holidays fall during a bargaining unit member's vacation, they shall be entitled to a substitute holiday. Substitute holidays must be taken within 3 months of the paid holiday.
- 17.04** Qualification for holiday pay and calculation of holiday pay shall be subject to the requirements of the Employment Standards Act, 2000, as amended from time to time.
- 17.05** The Employer shall provide employees with paid days off work when the office is closed between the statutory holidays of Boxing Day and New Years Day.

For clarity, employees will not be required to use either their vacation time or their personal leave time during this period.

## **ARTICLE 18 – VACATION**

### **18.01**

- a) Full-time

Less than one (1) year of service - 1¼ (one and one quarter) of a working day for each month worked or 6% of gross earnings

One (1) or more years of service - 15 working days

Five (5) or more years of service - 20 working days

Ten (10) or more years of service - 25 working days

Twenty (20) or more years of service - 30 working days

b) Part-time

Less than one (1) year of service - 6% of gross earnings

One (1) or more years of service - 6% of gross earnings

Five (5) or more years of service - 8% of gross earnings

Ten or more (10) years of service - 10% of gross earnings

Twenty or more (20) years of service - 12% of gross earnings

Part-time employees shall receive the above percentages on their regular pay (and take vacation periods as unpaid leaves of absence).

## **18.02 Vacation Schedules**

The scheduling of vacation is subject to the operational and staffing needs of the Employer. Employees shall submit their vacation requests with as much notice as possible and at least (30) days in advance whenever possible. Such vacation requests shall not be unreasonably denied.

Individual vacation days may be requested at any time, with as much notice as possible, and will be allowed subject to operational requirements. Such vacation requests shall not be unreasonably denied.

Where the Employer does not receive a request from an employee to take vacation time that is not eligible to be carried over to the next calendar year, the Employer will schedule that vacation time, after meaningful consultation with the employee, to be taken prior to the completion of the current calendar year.

**18.03** An employee may request to carry over up to a maximum of five (5) days' vacation time into the next year. Vacation carry-over requests must be in writing to the Executive Director (or designate) and any approved carry-over time must be taken within three (3) calendar months of the end of the year in which entitlement accrues and not in advance of entitlement or during the probationary period. If an employee is unable to take vacation due to work obligations, they may request an extension of the carry-over period. Such extensions must be approved in writing by the Executive Director (or designate) and a plan for the carry-over time to be taken.

**18.04** If an employee resigns, or their employment is terminated by the Employer, and at the date of resignation or termination the employee has taken vacation in excess of that allowed by this Agreement (when calculated on a pro-rated basis), the

monetary value of the extra vacation time shall be deducted from the employee's final pay cheque.

**18.05** Any vacation not taken will be compensated pursuant to the Employment Standards Act, 2000, as amended from time to time, at the time of termination.

**18.06 Unbroken Vacation Period**

Subject to Article 18.02, an employee shall be entitled to receive their vacation in unbroken blocks of up to two weeks unless otherwise mutually agreed upon between the Employee concerned and the Employer.

**18.07 Illness During Vacation**

- a) Personal leave may be substituted for vacation where it can be established by the employee that a serious illness or accident occurred while on vacation. For purposes of this provision, a "serious illness or accident" shall be defined as an illness or accident that required hospitalization of the employee.
- b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by an illness or injury occurring immediately prior to the scheduled vacation that disrupts their vacation. In such an eventuality, an employee may request their vacation be converted to personal leave days, or to utilize their banked lieu time.

**ARTICLE 19 – LEAVES OF ABSENCE**

**19.01 Personal Leave**

Employees are entitled to paid personal leave of up to 10 days per calendar year to provide protection against loss of income if the employee is ill or injured, needs to attend to a close personal relation / family member, or needs time off from work for necessary or routine health care. Personal leave days may be requested when an employee feels that personal time off would be beneficial to their wellbeing.

**19.02** With the exception of personal leave days used for illness or injury, personal leave days must be pre-arranged with and approved by the immediate manager at least one day in advance and will be granted at the discretion of the manager. With the exception of personal leave days used for illness or injury, use of these days must not interfere with the efficient operation of the department.

**19.03** Personal leave days shall be calculated based on a 12 month entitlement year that accords with the calendar year (January 1 to December 31). Full-time employees shall be entitled to up to 10 days of paid personal leave per entitlement leave. Part-time and contract employees shall be entitled to pro-rated paid personal leave, which is calculated as annual entitlement (10 days) multiplied by the ratio of the part-time or contract position to full-time.

**19.04** Personal leave days may not be carried over from one calendar year to the next.

**19.05** Unused personal leave days are not compensated with pay. If employment is terminated, for whatever reason, and an employee has taken more personal leave days than have been earned, with the exception of personal leave days used for illness or injury, such overpayment will be recovered from any monies owing to the employee.

**19.06 Medical Notes**

The employee may be required to submit a medical note from a certified medical professional after greater than three (3) or more consecutive working days as personal leave days. Where a medical note is required, reasonable cost shall be borne by the Employer with the submission of a receipt.

A medical certificate may also be required in the case of frequent absences due to illness, to confirm that an employee is safely able to return to work after an extended sick leave absence, or where the Employer has reasonable grounds to believe that an employee is misusing personal leave days.

**19.07 Compassionate or Bereavement Leave**

A bargaining unit member shall be allowed up to 5 working days leave of absence with pay in the event of each death of a member of their self-defined family, including but not limited to child (including step or adoptive child), partner or spouse, parent or step parent and grandparent. An additional leave, without pay, of up to three (3) working days may be granted by the Employer in exceptional circumstances.

**19.08 Family Caregiver Leave**

Employees are entitled to unpaid time off work for family caregiver leave of up to eight weeks per calendar year per specified family member in accordance with the requirements of the Employment Standards Act, 2000, as amended from time to time. Family caregiver leave may be taken to provide care or support to certain family members for whom a qualified health practitioner has issued a certificate stating that they have a serious medical condition. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave the employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the employee chooses to make contributions for the period of the leave to the benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accumulate all benefits and seniority subject to the conditions in the foregoing paragraph.



## 19.09 Pregnancy Leave

- a) Pregnancy leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended. Without limiting the generality of the foregoing:
- (i) Pregnant employees have the right to take pregnancy leave of up to 17 weeks, or longer in certain circumstances, of unpaid time off work. Usually, the earliest a pregnancy leave can begin is 17 weeks before the employee's due date, and the latest a pregnancy leave can begin is on the baby's due date.
  - (ii) An employee must give at least two weeks' written notice before beginning their pregnancy leave and provide a certificate from a medical practitioner (which may include a medical doctor, a midwife or a nurse practitioner) stating the baby's due date.
  - (iii) The employee shall give at least four (4) weeks' written notice of their intention to return to work. The employee may shorten the duration of the pregnancy leave requested under this Article upon giving the Employer at least four (4) weeks' written notice of their intention to do so, and furnishing the Employer with a certificate of a medical practitioner stating that they are able to resume their work. Additional leave of absence may be taken under the Parental Leave provisions of this Article.
  - (iv) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- b) An employee who is (i) on pregnancy leave as provided under this Agreement and the *Employment Standards Act of Ontario, 2000*, as amended, and (ii) has applied for and is in receipt of Employment Insurance maternity benefits pursuant to the *Employment Insurance Act (Canada)* and the applicable regulations, shall be paid a Supplemental Unemployment Benefit Plan. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings for up to eight (8) weeks. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance maternity benefits, and shall continue for up to eight (8) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times by their normal weekly hours.

The employee does not have any vested right to receive payment except during a period of unemployment while they are receiving Employment Insurance benefits for the applicable period set out above. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

An employee that (i) elects not to return to employment with the Employer following the end of their maternity leave (or, if applicable, their subsequent parental leave), or (ii) voluntarily resigns from their employment with the Employer during the period of one (1) year of active employment following such leave, shall be required to repay to the Employer any payments they received from the Employer pursuant to this Article 19.10(b). The Employer may, subject to the requirements of the *Employment Standards Act, 2000*, deduct, withhold and retain all or any portion of the amount the employee must repay under this Article 19.10(b) from the wages or vacation pay owing to the employee following the date they give notice to the Employer that they are not returning to, or are resigning from, their employment with the Employer.

- c) An employee who does not apply for leave of absence under 19.10 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.10 a) i) upon providing the Employer, before the expiry of two (2) weeks after they cease to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.
- d) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer. If an employee returns to work at the expiry of the normal statutory pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 19.10 d).

- f) Such absence is not an illness under the interpretation of this agreement, and personal leave benefits cannot be used.
- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act, 2000*, as amended shall continue and seniority shall accumulate during the leave.
- h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement and the *Employment Standards Act, 2000*, as amended. The employee shall give the Employer at least two (2) weeks' written notice, in writing that they intend to take parental leave.

#### **19.10 Parental Leave**

- a) Parental leaves will be granted in accordance with the *Employment Standards Act of Ontario* unless otherwise amended. Without limiting the generality of the foregoing:
  - (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: birth parent, an adoptive parent (whether or not the adoption has been legally finalized) and a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child as their own.
  - (iii) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Birth parents who take pregnancy leave are entitled to take up to sixty-one (61) weeks of parental leave. All other new parents are entitled to take up to sixty-three (63) weeks of parental leave.
  - (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer at least two (2) weeks written notice of the date the leave is to begin.
  - (v) Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

- (vi) For the purposes of Parental Leave the provisions under 19.10 a), d), e), f) and g) shall also apply.
- b) The Employer will continue to pay its share of the contributions of the subsidized employee benefits in which the employee is participating for a period of up to sixty-three (63) weeks while the employee is on parental leave.
- c) Credits for service and seniority shall accumulate for a period of up to sixty-three (63) weeks while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

**19.11** All statutory leaves of absence will be granted in accordance with the Employment Standards Act, 2000, as amended from time to time.

### **19.12 Gender-Affirming Care Leave**

- a) An employee who provides a certificate from a licensed physician confirming that the employee is unable to attend work and/or perform the employee's duties due to required surgery and/or hospitalization, and/or course of treatment may request a leave of absence of up to 17 weeks under this Article in order for the employee to access physical or psychological gender-affirming care (including medical or non-medical procedure(s)).
- b) The Employer shall endeavour to protect the privacy and confidentiality of employees accessing gender-affirming care leave, including prohibiting anyone from sharing information about an employee's identity, orientation, or expression without the express permission of the individual.
- c) Employees on such leave shall be reinstated to their former position upon return from leave, or an equivalent alternate position.
- d) During the period of gender-affirming care leave, the employee shall suffer no loss of benefits and shall continue to accrue seniority, vacation, and sick credits.
- e) Where the leave entitlements under Article 19.13 have been exhausted, an employee may use other entitlements in accordance with the collective agreement, or other available supports.

### **19.13 Education Leave**

- a) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses and allow paid time for course attendance.

- b) An employee who wishes to attend continuing education related to the operations of the Employer may submit a written request for flexible working hours, staggered hours or a compressed work week. The Executive Director (or designate) has sole discretion in determining whether the request can be accommodated. Approval or denial of the request will be provided to the employee in writing. Time spent attending such continuing education shall be without pay.

#### **19.14 Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness duty, excluding payment for travelling, meals, or other expenses for a cumulative period of up to two (2) weeks per calendar year. The employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

#### **19.15 General Leave**

The Employer may at its discretion grant leave of absence without pay and without loss of seniority for up to 6 months to any employee requesting such leave of absence for valid personal reasons having regard for the duration of the leave and the needs of the Employer. Such requests are to be submitted in writing two months in advance, except in an emergency. The Employer will reply to the request for leave of absence within two (2) weeks. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer.

#### **19.16 Leave for Union Business**

Employees who are required to attend to any business of the Union during working hours may at the discretion of the Executive Director be granted time off from work to attend to this business provided that the Union submits a written request, giving reasonable advance notice to the Executive Director, and provided that the leave shall not involve any cost to the Employer.

#### **19.17 Leave for Union Function**

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence without loss of seniority, provided that the leave shall not involve any cost to the Employer.

### **19.18 Leave of Absence for Full-Time Union or Public Duties**

The Executive Director will consider on its merits, each request from the Union for Leave of Absence for employees who are elected or appointed to a temporary office or position within the Union or a labour organization with which the Union is affiliated, provided that the leave shall not involve any cost to the Employer. This leave may be extended upon agreement by the parties. Such leave shall not be unreasonably denied.

When the term of office expires, the employee shall be returned to a position comparable to that in which they were employed before taking office, if available, or if not, to another available and suitable position that may be determined by the Executive Director.

- 19.19** Upon receipt of a written commitment by the Union to reimburse the Employer on a monthly basis for the duration of the applicable leave, the Employer agrees to continue the employee's pay for the period of Leave for Union Business, Leave for Union Function and Leave of Absence for Full-Time Union or Public Duties approved under clauses 19.17, 19.18 and 19.19.

(The form authorizing Union leave and Union reimbursement attached as Appendix "A")

- 19.20** It is understood that authorization for Leave for Union Business, Leave for Union Function and Leave of Absence for Full-Time Union or Public Duties will be conditional upon such leave not unduly disrupting the affected employees' work or the Employer's operation.

## **ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES**

### **20.01 Pay Days**

- a) The Employer agrees that wages will be paid bi-weekly on every second Friday.
- b) On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.
- c) If an employee is under paid, the following applies:
  - i) If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment within five (5) business days of the error being brought to the Employer's attention.
  - ii) Errors for lesser amounts will normally be corrected on the next pay.

## **20.02 Equal Pay for Equal Work**

The principle of equal pay for equal work shall apply, regardless of gender.

## **20.03 Pay during Temporary Transfers**

When an employee is temporarily assigned by the Employer for a period greater than two (2) days at a time to perform the principal duties of a higher paying position, they shall receive the rate of the higher paying position for the entire period of the temporary assignment. When an employee is temporarily assigned by the Employer to a lower paying position than their own, their rate shall not be reduced.

## **20.04 Payment for In-Service**

The Employer agrees to pay employees who are required by the Employer to attend meetings, or training courses, at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

## **20.05 Meal Allowance**

An employee required by the Employer to work more than two hours beyond their normal daily hours of work of 7.5 hours per day shall be provided with a meal or a meal allowance of twenty dollars (\$20.00) by the Employer.

20.06 When required by the Employer to work away from home on behalf of the Employer, each Employee shall receive a per diem of seventy-five dollars (\$75) for each day away, including incidentals, unless the Employer determines that another per diem rate is required under an applicable program.

20.07 An employee required by the Employer to use their own personal vehicle in connection with or in the course of their employment will be reimbursed based on the reasonable automobile allowance rate established by the Canada Revenue Agency (e.g. \$0.61 per kilometer for 2022).

## **ARTICLE 21 – EMPLOYEE BENEFITS**

**21.01** Except as modified in Article 21.02, the Employer agrees to continue the benefits package in force at the time of the signing of this Agreement, in accordance with the policies of the benefits carrier and, to maintain the premium payments associated with the plan.

a) 21.02 Vision care:

\$250 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or

licensed optometrist or laser surgery. One eye examination per person in any twenty-four (24) consecutive months.

- b) Health Care Practitioners (80% reimbursement of eligible expenses)

Annual maximum of \$500 per practitioner category, except \$1,000 for combined practitioner category of psychologist / social worker / clinical counselors

\$2,000 combined annual maximum

### **21.03 Eligibility**

- a) All full-time employees will be eligible for participation in the employee benefit plan after they complete their probationary period.
- b) All part-time employees who are regularly scheduled to work a minimum of twenty (20) hours per week will be eligible for participation in the employee benefit plan after they complete their probationary period.
- c) All contract employees working more than twelve (12) continuous months on a full-time basis will be eligible for participation in the employee benefit plan after they complete their probationary period. It is further understood that benefits under c) are contingent on funding for benefits for the position, duration of the contract and provided the carrier permits.

### **21.04 Benefits While on Leave**

Employees on paid leave shall continue to participate in the benefits plan, provided the carrier permits. Employees on a statutory leave of absence will have the right to continue to participate the benefit plans in accordance with the *Employment Standards Act, 2000*. Employees on other types of unpaid leaves of absence may continue to participate in the benefit plan, provided the carrier permits, and provided the employee remits payment for the premiums. Employees on lay-off may continue to participate in the benefit plan for a period of up to three (3) months, provided the carrier permits.

**21.05** Late enrolment or re-enrolment in any of the insurance plans is subject to carrier approval and subject to any terms and conditions established by the carrier, including any limitations on the amount of initial coverage.

**21.06** It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay its portion of the premium costs, as stipulated herein. Individual claims decisions made by the insurer are not grievable.

**21.07** The Employer may substitute another carrier for any of the foregoing plans provided that the overall level of benefits conferred thereby are not decreased. The



Employer will advise the union of any change in carrier or underwriter prior to implementing a change in carrier.

## **ARTICLE 22 – GROUP RRSP**

**22.01** The Employer shall match each full-time employee's contribution to a Group Registered Retirement Savings Plan (RRSP) established by the Employer on behalf of its Employees. Employer matching will commence after the employee completes twelve (12) months' continuous employment. The Employer's matching payments will be up to a maximum of \$11.54 per pay period (equivalent to \$25 per month / \$300 per year).

## **ARTICLE 23 – TECHNOLOGICAL CHANGES**

**23.01** When, as a result of technological change, new or greater skills are required than are already possessed by affected employee(s) in their current job positions, the Employer where reasonably able to do so, will provide such employees with applicable training with no loss of pay or benefits to the employee where it can reasonably be expected that the employee(s) affected will be able to upgrade their knowledge and/or skills in a reasonable period of time and at a reasonable cost.

## **ARTICLE 24 – GENERAL CONDITIONS**

### **24.01 Job Descriptions**

The Employer shall provide the Union with the job descriptions for the positions within the bargaining unit on an annual basis. The Employer will also provide the Union with a copy of any amended or newly developed job description for a bargaining unit position, upon such amendment or development.

### **24.02 Bulletin Board**

The Employer shall provide a locked bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities. The Union shall be provided a space on the employer's digital bulletin board or intranet where it may post such notices electronically.

### **24.03 Proper Conditions**

Neat, clean, and appropriately furnished accommodations as pursuant to the Occupational Health and Safety Act, as amended from time to time, shall be provided for employees to have their meals.

### **24.04 Printing of the Collective Agreement**

It is mutually agreed between the Employer and the Union, that the expense of printing the Collective Agreement shall be shared by both parties equally.

## 24.05 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within thirty (30) days or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share equally the cost of printing. The Union may also elect to make the Collective Agreement available on a digital app at its own cost.

## ARTICLE 25 – DURATION

### 25.01 Effective Date

The term of this Agreement shall be from January 1, 2022 to December 31, 2024 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

### 25.02 Changes in Agreement

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

Signed this 17th day of August, 2022.

**FOR CUPE AND ITS  
LOCAL UNION 2998-02**


  
Lainey Little (Aug 24, 2022 00:12 EDT)





**FOR THE EMPLOYER**

  
Robyn Johnston (Aug 24, 2022 11:20 CDT)

  
Mark Felton (Aug 24, 2022 12:29 EDT)

  
Kendall Forde (Aug 24, 2022 12:28 EDT)

## SCHEDULE A - WAGES

Annual increase				3%	3%	3%
Role	Level	Years in Role	1-Jan-22	1-Jul-22	1-Jul-23	1-Jul-24
Coordinator	1	Nil	\$50,500	\$52,015	\$53,575	\$55,182
	2	+2 years	\$53,000	\$54,590	\$56,228	\$57,915
	3	+2 years	\$55,500	\$57,165	\$58,880	\$60,646
	4	+2 years	\$58,000	\$59,740	\$61,532	\$63,378
Officer	1	Nil	\$55,000	\$56,650	\$58,350	\$60,101
	2	+2 years	\$57,500	\$59,225	\$61,002	\$62,832
	3	+2 years	\$60,000	\$61,800	\$63,654	\$65,564
	4	+2 years	\$62,500	\$64,375	\$66,306	\$68,295
Research Officer	1	Nil	\$57,500	\$59,225	\$61,002	\$62,832
	2	+2 years	\$60,000	\$61,800	\$63,654	\$65,564
	3	+2 years	\$62,500	\$64,375	\$66,306	\$68,295
	4	+2 years	\$65,000	\$66,950	\$68,959	\$71,028
Senior Officer	1	Nil	\$67,500	\$69,525	\$71,611	\$73,759
	2	+2 years	\$70,000	\$72,100	\$74,263	\$76,491
	3	+2 years	\$72,500	\$74,675	\$76,915	\$79,222
Supervisor and Senior Research Officer	1	Nil	\$75,000	\$77,250	\$79,568	\$81,955
	2	+2 years	\$77,500	\$79,825	\$82,220	\$84,687
	3	+2 years	\$80,000	\$82,400	\$84,872	\$87,418

Anyone in the bargaining unit as of the date of ratification and falling below the applicable wage for their level would be raised to that wage retroactive to January 1, 2022

Anyone in the bargaining unit as of the date of ratification and making a wage higher than the applicable wage for their level would be red-circled and would receive annual increase in 2023 and 2024

No retroactive pay for the 2021 calendar year

\$750 signing bonus for each employee in the bargaining unit as of the date of ratification

## **LETTER OF UNDERSTANDING #1**

**Between**

**EGALE CANADA**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2998-02**

### **LOU NO. 1 - STATEMENT OF EMPLOYMENT EQUITY, DIVERSITY, INCLUSION and DECOLONIZATION**

Egale is committed to the principles of equity, diversity, inclusion and decolonization (EDID) in employment. Egale and the Union recognize the responsibility and the need to promote equity through an intersectional lens in the employment of women, Indigenous Black ethno-cultural groups across the African Diaspora racialized as Black, people of colour, racialized minorities, persons with disabilities, 2SLGBTQI persons, persons living with HIV and other groups historically marginalized and designated by legislation.

EDID encompasses women, Indigenous, Black ethno-cultural groups across the African Diaspora racialized as Black, racialized minorities, persons with disabilities, persons living with HIV, sex workers, record of offences, 2SLGBTQI persons, age, (and other groups as may be included in the definition of “historically marginalized and designated groups” in the Employment Equity Act, S.C. 1995, c.44, as amended from time to time). “Equity-deserving groups” includes the four designated groups plus other groups historically marginalized and designated by legislation.

Consistent with principles of employment equity, Egale shall act to eliminate or modify those policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring, retention, and promotion of women, Indigenous, Black ethno-cultural groups across the African Diaspora racialized as Black, racialized minorities, persons with disabilities, 2SLGBTQI persons, and to recognize the value that equity, diversity, inclusion and decolonization adds to 2SLGBTQI activities in Canada and at Egale.

Consistent with principles of EDID employment equity, the Parties agree that for appointment to positions to Egale, (a) the primary criterion is relevant experience, inclusive of various combinations of education, paid experience, volunteer experience, and lived experience and personal learning, and this criterion may take into account the pool of candidates from among women, Indigenous, Black ethno-cultural groups across the African Diaspora racialized as Black, racialized minorities, persons with disabilities, 2SLGBTQI persons (and such other groups as may be included in the definition of “historically marginalized and designated groups” in the Employment Equity Act, S.C. 1995, c.44, as amended from time to time); (b) the criteria adopted in an appointment process must not systematically discriminate against these members; and (c) no candidate shall be recommended who does not meet the criteria for the appointment in question.


The following language shall be included on all job postings:

Egale is committed to equity, diversity, inclusion and decolonization (EDID) and therefore strongly encourages people of diverse, intersecting and marginalized identities to apply, including, but not limited to: women, Indigenous, 2SLGBTQI, people of colour, older persons, persons living with HIV, sex workers, and persons with disabilities and other historically marginalized groups. We recognize that some individuals from these communities might have experienced barriers to traditional educational and employment opportunities. The hiring process will therefore consider various combinations of education, paid experience, and volunteer experience. Please address this in your cover letter.

Signed this 17th day of August, 2022.


**FOR CUPE AND ITS  
LOCAL UNION 2998-02**

**FOR THE EMPLOYER**

  
Lainey Little (Aug 24, 2022 00:12 EDT)

  
Robyn Johnston (Aug 24, 2022 11:20 CDT)



  
Mark Felton (Aug 24, 2022 12:29 EDT)



  
Kendall Forde (Aug 24, 2022 12:28 EDT)

## LETTER OF UNDERSTANDING #2

Between

**EGALE CANADA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2998-02**

**LOU NO. 2 - EMPLOYEES OF THE EMPLOYER OUTSIDE TORONTO**

**WHEREAS** Article 2.01 of the Collective Agreement states:

The Bargaining Unit shall consist of:

all employees of Egale Canada working in and out of the City of Toronto, save and except Directors and persons above the rank of Director, Human Resources employees, information technology employees (including the IT Manager), the Accounting Officer, students, and persons who are excluded pursuant to section 1(3)(b) of the Ontario *Labour Relations Act, 1995*.

**AND WHEREAS** the Employer employs and will employ certain employees who perform their duties remotely within Canada and who, if they were performing such duties in and out of the City of Toronto, would be members of the bargaining unit (the “**Remote Employees**”);

**AND WHEREAS** the Remote Employees are not members of the bargaining unit;

**AND WHEREAS** the Parties recognize that the employment laws applicable to the Employer’s business are province-specific;

**AND WHEREAS** the Parties recognize that the circumstances of remote work by the Remote Employees may expose the Employer to legal and regulatory risk not previously predicted nor considered;

**NOW THEREFORE** the Parties do hereby agree as follows:

1. The Parties acknowledge that the recitals set forth above are true and correct and, further, the Parties understand that such recitals are hereby incorporated into, and form part of, this Letter of Understanding.
2. The Parties agree that, beginning as of the ratification of the Collective Agreement and continuing until December 31, 2024, any Remote Employee who is offered employment by the Employer in a position described in Article 2.01 of the Collective Agreement and who has been approved to work remotely in Canada but outside the City of Toronto will be asked to accept the following terms as a condition of employment:


- a. For the purposes of the Collective Agreement, the Remote Employee is deemed to be employed in the Province of Ontario and will be treated in accordance with the Collective Agreement;
  - b. For the purposes of the *Employment Standards Act, 2000* and any similar provincial legislation, the Remote Employee's employment is deemed to be a continuation of employment in the Province of Ontario;
  - c. The terms of the Collective Agreement are incorporated by reference into the Remote Employee's employment agreement, such that they are a member of the Union's bargaining unit;
  - d. The Remote Employee must advise the Union and the Employer of their province of residence on acceptance of their appointment, and must notify the Union and the Employer of any change to their province of residence during the appointment; and
  - e. The Remote Employee accepts any individual responsibilities arising from performing their employment duties within Canada, but outside the City of Toronto, including that the Remote Employee will be responsible for filing an accurate and complete tax return and for any taxes owed in Canada arising out of this arrangement.
3. The Employer will withhold and remit income taxes and other statutory deductions in accordance with the Employer's place of business.
  4. The Employer will withhold union dues in accordance with the collective agreement and remit them to the Union.
  5. The Union covenants and agrees to indemnify and save the Employer harmless from any legal and regulatory liability arising only out of the application, interpretation or operation of this Letter of Understanding, including all damages, fines, or penalties incurred by the Employer as a result of treating Remote Employees in accordance with paragraph 2 above, up to a maximum amount of \$1,000 in total.
  6. The Union covenants and agrees that, if a Remote Employee files a claim, complaint or other proceeding against the Employer during the term described in paragraph 2 above, including a claim outside of Ontario, the Union will intervene and take the position that: (i) any employment-related disputes are covered by the Collective Agreement and the laws of the Province of Ontario; and (ii) any disputes should be addressed in accordance with the grievance procedures set out in the Collective Agreement.
  7. By no later than June 1, 2022, the Parties will agree upon mutually acceptable messaging related to this Letter of Understanding and the Union shall be permitted to orient the employee as per Article 6.03.

8. The parties agree that the Remote Employees will be considered members of the bargaining unit for purposes of Article 2.03 of the Collective Agreement [Contracting Out].
9. This Letter of Understanding does not expand the scope of the Union's bargaining unit, now or in the future.
10. This Letter of Understanding will expire on December 31, 2024, unless renewed by the parties.

Signed this 17th day of August, 2022.


**FOR CUPE AND ITS  
LOCAL UNION 2998-02**

**FOR THE EMPLOYER**


  
Lainey Little (Aug 24, 2022 00:12 EDT)

  
Robyn Johnston (Aug 24, 2022 11:20 CDT)



  
Mark Felton (Aug 24, 2022 12:29 EDT)



  
Kendall Forde (Aug 24, 2022 12:28 EDT)



**LETTER OF UNDERSTANDING #3**

**Between**

**EGALE CANADA**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2998-02**

**LOU NO. 3 – DISCUSSIONS REGARDING MULTI-SECTOR PENSION PLAN**


During the term of this Agreement the parties shall endeavour to inform themselves on the Multi Sector Pension Plan for the purpose of having informed discussions about its implementation of the Plan during the next round of bargaining.

Toward this end, during the term of this agreement, the Union shall engage representatives of the Multi Sector Pension Plan to arrange for a presentation to both the Union Management Committee, and the CUPE Local 2998-02 membership, highlighting the benefits and obligations under the Multi Sector Pension Plan.

Signed this 17th day of August, 2022.

**FOR CUPE AND ITS  
LOCAL UNION 2998-02**

**FOR THE EMPLOYER**


  
Lainey Little (Aug 24, 2022 00:12 EDT)

  
Robyn Johnston (Aug 24, 2022 11:20 CDT)



  
Mark Felton (Aug 24, 2022 12:29 EDT)



  
Kendall Forde (Aug 24, 2022 12:28 EDT)

**LETTER OF UNDERSTANDING #4**

**Between**

**EGALE CANADA**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2998-02**

**LOU NO. 4 – PILOT PROGRAM RE TEN HOUR WORK DAY**

During the term of this Agreement a pilot program to evaluate a four (4) day work week shall be undertaken. A minimum of five (5) employees selected by mutual agreement shall be offered the opportunity to work a schedule consisting of four (4) ten (10) hour days per week.

Employees who elect to participate in the pilot program will be assigned to work ten (10) hours per day during the Employer's normal hours of work, inclusive of an uninterrupted paid thirty minute meal break, for four (4) days per week with a week from Monday to Friday, and the four days shall be consecutive, all unless otherwise agreed.

The Union and the Employer shall meet within ninety (90) calendar days of the ratification of the collective agreement to implement this pilot program.

Once commenced, the pilot program shall continue for a minimum of ninety (90) calendar days. The parties shall meet after ninety (90) calendar days to assess the program.

Signed this 17th day of August, 2022.


**FOR CUPE AND ITS  
LOCAL UNION 2998-02**

**FOR THE EMPLOYER**


  
Lainey Little (Aug 24, 2022 00:12 EDT)

  
Robyn Johnston (Aug 24, 2022 11:20 CDT)



  
Mark Felton (Aug 24, 2022 12:29 EDT)



  
Kendall Forde (Aug 24, 2022 12:28 EDT)