

COLLECTIVE AGREEMENT

BETWEEN

**THE BLACK COALITION FOR AIDS PREVENTION
OF METROPOLITAN TORONTO**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3697.04

TERM

JANUARY 1, 2020 TO DECEMBER 31, 2023

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This Agreement dated the 30th day of June, 2021 is between:

The Black Coalition for AIDS Prevention of Metropolitan Toronto
(hereinafter called the "Agency" and/or Black CAP)

of the first part

AND

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 3697
(hereinafter called the "Union")

of the second part

ARTICLE 1 – PREAMBLE

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

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.1 The Agency recognizes the Union as the sole Collective Bargaining Agent for all Employees of the Black Coalition for AIDS Prevention of Metropolitan Toronto, save and except for Managers, those above the rank of Manager, the Financial and Administration Coordinator and the Network System Administrator.
- 2.2 The Union will supply the Agency with the names of its Officers. Likewise, the Agency shall supply the Union with a list of its personnel with whom the Union may be required to transact business.
- 2.3 No Employee covered by this agreement shall enter into any other agreement with the Agency which may conflict with the terms of this Agreement.

ARTICLE 3 – DEFINITIONS

The terms "regular pay", "straight time pay", and "regular rate of pay" when used in this Agreement shall mean the amounts indicated in the wage classification schedule.

"Employee" shall mean a person in the bargaining unit.

"Probationary Employee" shall mean an Employee who is on probation.

"Regular Employee" shall mean an Employee who has completed the probation period and who is not a temporary or contract Employee as defined herein.

"Regular full-time Employee" shall mean an Employee who has successfully completed the probation period and who is scheduled to work seventy-five (75) hours in a biweekly period. Such Employee is not a temporary or contract Employee as defined herein.

"Regular part-time Employee" shall mean an Employee who has successfully completed the probation period and who is scheduled to work less than thirty-seven and one-half (37.5) hours each week on a regular and recurring basis. Such Employee is not a temporary Employee or contract Employee as defined herein.

"They" or "Their" refers to a member of the bargaining unit.

DEFINITION OF TEMPORARY EMPLOYEE

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

1. replace an Employee who is on approved leave for the duration of the leave; or
2. to work during periods of peak or excessive workload for a period no longer than eight (8) weeks; and
3. temporary Employees are paid the Union entry level rate of pay for the position that they are employed in.

DEFINITION OF CONTRACT EMPLOYEE

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

1. to work on a specific task or, project; or
2. to perform work for a predetermined period of time; or
3. to perform work which is funded by special grants.

- (b) A regular employee filling a contract position for a period of no more than two (2) years will be allowed to return to the employee's previous position upon completion of that contract if the position continues to exist.
- (c) If such an employee wishes not to return to the previous position and intends to terminate their employment at the end of a contract, the Executive Director or their designate must be notified of their intention six (6) weeks prior to the end of the contract
- (d) Seniority shall continue to accumulate for all time worked on the contract position.

ARTICLE 4 – NO DISCRIMINATION, HARASSMENT, RACISM OR OPPRESSION

- 4.1 (a) Racism, oppression, discrimination and harassment (includes sexual harassment, expressions of hate, workplace violence and bullying) and other discriminatory behaviours are strictly prohibited in the workplace including, all work related events that occur outside the normal business hours or off business premises. Both parties will not practice any form of discrimination, harassment, racism or oppression and will work together to protect the rights and freedoms of all persons in accordance with the Human Rights Code, the Occupational Health & Safety Act and the policies of the employer.

HIV TO BE CONSIDERED A DISABILITY UNDER THE CODE

- 4.1 (b) It is further agreed that HIV infection will be considered a disability under the code for the purposes of this agreement.

UNION MEMBERSHIP

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

ARTICLE 5 – UNION SECURITY AND DUES

- 5.1 All employees covered by this Collective Agreement, shall as a condition of continuing employment, become and remain members in good standing of the Union.
- 5.2 The parties hereto agree to compulsory check-off of Union dues for all Employees who are covered by the Collective Agreement. The amount to be deducted shall be the regular Union dues as established by the Union, or assessments levied by the Union.

- 5.3 The Agency agrees to forward Union dues, that have been deducted semi-monthly from an Employee's pay, to the Union by the 15th day of the month following the month in which the deductions are made.
- 5.4 The Agency will, at the time of making each remittance hereunder to the National Secretary Treasurer of the Union and to the L3697 Secretary-Treasurer, supply a statement showing names, addresses, phone numbers and classifications of Employees and their gross wages paid for the month in respect of which dues are being remitted.
- 5.5 When Income Tax T-4 slips are prepared, the Agency will type, on each slip, the total amount deducted during the subject year from the Employee's wages pursuant to this Article in respect of regular Union dues.

UNION TO HAVE OPPORTUNITY TO MEET WITH NEW EMPLOYEES

- 5.6 The Agency agrees to provide the Union Steward with an opportunity to interview new Employees for a period of up to fifteen (15) minutes. The purpose of this meeting is to acquaint such Employees with the role of the Union and the terms of the Collective Agreement. Such meeting will be held at a time and location mutually agreed upon between the Steward and the Employee's Supervisor. Two business days' notice for such meetings will be provided by either the Steward or the Employees' Supervisor. Written notice shall be provided to the Union of any new Employees name, position, start date.

CORRESPONDENCE BETWEEN THE UNION AND THE AGENCY

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

CONDUCT OF UNION ACTIVITIES DURING WORKING HOURS

- 5.8 No Employee shall conduct Union activities during working hours other than as specifically permitted by this Agreement or with the permission of the Management of the Agency.

RECKONING OF TIME NOT TO INCLUDE WEEKENDS OR HOLIDAYS

- 5.9 In this Agreement, in determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

ARTICLE 6 – STRIKES AND LOCKOUTS

- 6.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, neither it nor its representatives will authorize, call, direct or take part in any strike, picketing, slowdown or stoppage of or interference with work in or about the Agency's premises or premises at which the Agency provides any of its services.
- 6.2 In the event that Employees engage in any of the activities described by paragraph 6.1 above, the Union and its representatives (including Stewards) will instruct the Employees to cease such activity forthwith, return to work and perform their usual duties.
- 6.3 The words “strike” and “lockout” shall also have meaning given to those words in the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.1 The Union recognizes and acknowledges that all Management rights and prerogatives and the direction of the working forces, and the Management of the Agency are vested exclusively with the Agency and without limiting the generality of the foregoing, the exclusive functions of the Agency shall include the following rights:
- (a) to operate and manage the organization in every and in all respects;
 - (b) to maintain order, discipline, efficiency amongst its Employees and in connection therewith to establish and enforce rules, regulations, policies and practices from time to time to be observed by its Employees; the Agency reserves the right to amend or introduce new rules from time to time;
 - (c) to select, hire, retire, transfer, lay off, recall, promote, demote, classify, assign duties; as well as to discharge, suspend, or otherwise discipline Employees for just cause, provided that a claim that an Employee who has completed probation has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions;
 - (d) to determine the nature, kind and standard of services provided by the Agency, the kinds and locations of its operations, the kinds of equipment to be used, the methods of operating and the control of materials, goods, and the quality and quantity of services;

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

Failure to Exercise Management rights is not a waiver of these rights

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

ARTICLE 8 – UNION-AGENCY CO-OPERATION

8.1 The Union and the Agency agree to co-operate in the pursuit of their objectives which include: the reduction of the spreading of HIV infection in the Black communities and the enhancement of the quality of life of Black people living with or infected by HIV/AIDS. The Union and Agency will also adhere to GIPA (Greater Involvement of People Living with HIV/AIDS) and MIPA (Meaningful Involvement of People Living with HIV/AIDS) principals in their work.

ARTICLE 9 – APPOINTMENT OF UNION STEWARDS/BARGAINING COMMITTEE

- 9.1 The Agency recognizes the right of the Union to appoint or otherwise elect two (2) Employees as Stewards, one of whom will be the Unit Chair.
- 9.2 Stewards shall be regular Employees of the Agency in the bargaining unit who have successfully completed probation.
- 9.3 The Union shall notify the Agency, in writing, of the names of the Stewards that have been selected. The Agency shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.

AUTHORIZATION REQUIRED FOR REPRESENTATION

- 9.4 No individual shall seek to represent the Union unless authorized by the Chief Steward or Steward recognized in Article 9.1.

APPOINTMENT OF BARGAINING COMMITTEE

- 9.5 A Bargaining Committee shall be elected or appointed consisting of not more than two (2) members of the Union who have successfully completed the probationary period and two (2) members of the Employer. The Union and the Employer will each advise the other of their respective Bargaining Committee members. The Union Bargaining Committee will receive their regular rate of pay and applicable benefits while attending at negotiations for days that they otherwise would have worked but for negotiations, up to and including conciliation. It is understood that hours spent in negotiations shall not be counted as time worked for the purposes of calculating overtime entitlement.

The Union shall have the assistance of the CUPE National Representative at all times during the negotiations and the Employer shall have the right to assistance from a consultant or legal counsel as they see fit.

- 9.6 The Agency agrees to meet with the Bargaining Committee to negotiate a renewal of this Agreement where notice has been given in accordance with Article 30.1 and 30.2.
- 9.7 The Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing with the Agency. A Union Representative shall have access to the Agency's premises to discharge such duties as a Representative of the Union. A Union Representative shall not interfere with or disrupt the services provided by the Agency.

The Union shall endeavor to provide notice to the Employer of up to five (5) working days but in any event not less than twenty-four (24) hours of the CUPE National Representative being on the Employers' premises for business of L3697.04 Black CAP. It is understood that the Employers' property is shared property, and such notice shall not be provided for the CUPE National Representative to attend on the premises for business of CUPE L3697.06 ACCHO.

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

HOLDING OF UNION MEETINGS ON THE AGENCY'S PREMISES

- 9.9 It is agreed that the union may hold meetings on the employer's premises with the permission of the Executive Director or their designate.

PAYMENT OF STEWARD BY THE AGENCY TO PROCESS A GRIEVANCE

- 9.10 Where a Steward is permitted in advance by the Executive Director or their designate to be temporarily absent from their regularly scheduled hours of work for a reasonable period of time in order to attend to processing a grievance, they shall receive their regular rate of pay during such absence provided that the Agency shall not be obliged to make any payment for time spent outside of their regular hours of work. The Executive Director or their designate reserves its right to limit the length of any absence if it deems the time so taken to be excessive, which right shall not be exercised unreasonably. It is understood that only one (1) Steward is required to process a grievance.

ARTICLE 10 – GRIEVANCE

DEFINITION OF GRIEVANCE

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

GRIEVANCE PROCEDURES

AGENCY TO BE PROVIDED AN OPPORTUNITY TO ANSWER TO COMPLAINT

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

COMPLAINT MUST BE RAISED WITHIN FIVE DAYS

10.2 If an Employee has any complaint or question which they wish to discuss, they shall take the matter up with the Executive Director or their designate within five (5) working days after the circumstances giving rise to the complaint or question have originated or occurred.

FAILURE TO SATISFACTORILY SETTLE COMPLAINT MAY LEAD TO GRIEVANCE

10.3 If such complaint or question is not settled to the satisfaction of the Employee concerned, within a period of three (3) days following the results of the discussion with the Executive Director or their designate, or within such longer period as may be mutually agreed upon at the time, then the steps of the grievance procedure may be invoked.

DEALING WITH DIFFERENCES IN INTERPRETATION

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

All grievances shall be taken up in the following manner:

STEP 1

A Grievance must be submitted within ten working days of the actual occurrence or when the occurrence ought reasonably to have been known.

An Employee having a grievance shall submit the grievance, in writing (signed by the grievor and a Union Steward), to the Executive Director or their designate within ten (10) days of the actual occurrence giving rise to the grievance. The grievance will set out the nature of the grievance, the remedy sought and the provisions of the Agreement, which are alleged to have been violated, in clear and concise terms.

Meeting must be held seven days subsequently.

- 10.5 A meeting will then be held between Management and the Employee within seven (7) working days. It is understood that at such a meeting the Executive Director or their designate may have such counsel and/or assistance as they may desire. The Employee shall have a Steward. The Steward may request the assistance of the National Representative. The decision of the Executive Director or their designate shall be given, in writing, within five (5) working days following the meeting.

STEP 2

Failure to render a decision may result in arbitration

Should the Executive Director or their designate fail to render a written decision as required in Step No. 1 or failing settlement of any grievance under the foregoing procedures, the grievance may be referred to arbitration by either the Agency or the Union. If no written request for arbitration is received as required by this Agreement within seven (7) days after the written decision under Step No. 1 is given, of the grievance procedure, the grievance shall be deemed to have been settled and abandoned and the same grievance shall not be made the subject matter of a further grievance.

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

EXTENSION OF TIME ALLOWANCES

- 10.7 Time allowances referred to above may only be extended by the mutual written consent of the Parties.
- 10.8 No matter may be submitted to arbitration, which has not been properly carried through all Steps of the grievance procedure.

GROUP GRIEVANCE

- 10.9 Where it appears that two (2) or more Employees have the same grievance, the Union shall institute a group grievance at all levels of the grievance and arbitration procedures, subject to all applicable provisions under the grievance procedure, and all grievors will be listed on the grievance form.

ARTICLE 11 – DISCIPLINE, SUSPENSION AND DISCHARGE GRIEVANCE

UNJUST DISCIPLINE, DISCHARGE OR SUSPENSION MAY BE GRIEVED

- 11.1 In the event an Employee, who has completed probation, is disciplined, discharged or suspended from employment and the Employee feels that the discipline, discharge or suspension is unjust, the case may then be taken up as a grievance.
- 11.2 Such grievance shall proceed directly to the grievance procedure and must be presented, in writing, dated, and signed within five (5) working days after notice of the discharge or suspension was given, or within five (5) working days after the Employee ceases to work for the Agency, whichever is the earlier.

NO GRIEVANCE MAY BE FILED BY AN EMPLOYEE ON PROBATION

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

EMPLOYEES ENTITLED TO HAVE UNION STEWARD PRESENT AT INVESTIGATORY AND DISCIPLINARY MEETINGS

- 11.4 When an Employee is called to a meeting with a representative of the Agency, at which discipline will be discussed, the Employee is entitled to have a Union Steward present during the meeting.
- 11.5 An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

AN EMPLOYEE MAY HAVE ACCESS TO THEIR PERSONNEL FILE

- 11.6 At a prearranged time with the Agency and in the presence of a representative of the Agency, an Employee will have access to their personnel file. The Employee will be permitted to have copies of any material contained in their personnel file, but will not remove any of the contents from the file. The employee has the right to make a written response to anything in the personnel file and have it included in the file.
- 11.7 Notices of discipline or suspension shall be removed from the Employee's file fifteen (15) months after the occurrence of the issuance of the discipline.

ARTICLE 12 – AGENCY'S GRIEVANCE

12.1 The Agency may institute a grievance, consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union, its representatives, or any Employee, in writing, dated and signed at Step 2, by forwarding a written statement of said grievance to the Representative of the Union, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred or could reasonably have come to the knowledge of the Agency. The grievance and arbitration procedure will then be followed, and the Union will become the responding party throughout.

ARTICLE 13 – UNION POLICY GRIEVANCE

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

ARTICLE 14 – GRIEVANCE MEDIATION

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

ARTICLE 15 – ARBITRATION

PROCESS FOR REFERRING A GRIEVANCE TO ARBITRATION

- 15.1 When either Party refers a grievance to Arbitration, the request shall be in writing addressed to the other Party of the grievance, and shall contain the name and address of the Party's Nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) working days thereafter, designate its Nominee to the Board of Arbitration. The two (2) Nominees so nominated shall endeavour, within ten (10) working days after the appointment of the second of them to agree upon a third person to act as Chair of the Board of Arbitration. If the Nominees are unable to agree upon the third person as Chair, within ten (10) working days after the appointment of the second of them, then either Party may request the Minister of Labour to appoint the Chair of the Board of Arbitration. Notices of desire to arbitrate a dispute and of nomination of an Arbitrator shall be served personally or by registered mail or fax. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 15.2 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

PAYMENT OF EXPENSES FOR ARBITRATION

- 15.3 Each of the Parties shall pay its own expenses including its own fees for witnesses that it may require and the expenses of its own Nominee and one half (1/2) of the expenses and fees of the Chair.

ONE BOARD MAY BE CONSTITUTED TO DEAL WITH SIMILAR GRIEVANCES

- 15.4 If there should be an accumulation of grievances to be referred to arbitration of a similar nature, one Board of Arbitration may be constituted to deal with all such grievance disputes.
- 15.5 The Board of Arbitration shall have authority only to determine disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved.

BOARD OF ARBITRATION SHALL HAVE NO POWER TO ALTER THIS AGREEMENT

15.6 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision that is inconsistent with it. The Board of Arbitration may dispose of a grievance in any manner that it deems just and equitable in the circumstances subject to the terms of this agreement. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairperson shall govern.

DISPOSED GRIEVANCES SHALL NOT BE SUBJECT TO ARBITRATION

15.7 Any grievance involving the interpretation, application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any Party.

WITNESS

15.8 At any stage of the grievance procedure, including arbitration, the Parties may have the assistance of Employee(s) as witnesses. All reasonable arrangements will be made to permit the Board of Arbitration to have access to any part of the Agency's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the functions of the Agency.

SOLE ARBITRATION

15.9 The Parties may agree to the use of a sole Arbitrator and the provisions of this Article shall then apply with any appropriate revisions.

ARTICLE 16 – PROBATION

PERIOD OF PROBATION

- 16.1 (a) A newly hired full-time Employee shall be known as a probationary Employee until they have actually worked and successfully completed a probationary period of employment. For group 1 employees the probationary period will be sixty (60) actual days worked. For group 2 employees the probationary period will be eighty (80) actual days worked.
- (b) A newly hired part-time employee shall be known as a probationary employee until the employee has fully worked and successfully completes a period of two hundred and fifty (250) hours.

CONFIRMATION OF AGENCY'S DECISION ON EMPLOYEE'S PROBATION

- 16.2 Before the expiry date of the probationary period, the Agency will confirm to the Employee the decision to:
- (a) confirm this appointment as having completed their probation; or
 - (b) extend probationary status by no more than twenty (20) working days; or
 - (c) dismiss the Employee in accordance with Article 11.3.
- 16.3 All probationary Employees shall have the benefit of regular supervision meetings with their immediate supervisor and will receive a performance review prior to the completion of the probationary period.

ARTICLE 17 – SENIORITY

DEFINITION OF SENIORITY

- 17.1 Seniority is defined, for full-time Employees as the Employee's length of continuous service with the Agency from the date of last hire and shall include service with the Agency prior to the date of certification of the Union. For part time Employees, seniority is the number of hours worked by the Employee since date of last hire and shall also include service with the agency prior to the date of certification.

Seniority earned only after probation completed

- (a) An Employee will be considered on probation and will not be placed on any seniority list until they have successfully completed the probationary process set out in Article 16.
- (b) After an Employee has successfully completed the probationary period, their name shall be placed on the seniority list and their seniority shall commence from the first date the Employee actually worked for the Agency on or after the Employee's most recent date of hire.

SENIORITY AND LAYOFF

MAINTENANCE OF SENIORITY LISTS

- 17.2 (a) One seniority list shall be maintained for full-time, (indicating date of last hire) and part-time, (indicating numbers of hours worked) employees. If a part-time Employee becomes full-time then their seniority shall be converted to a date of last hire on the basis that one (1) year of seniority is equal to 1950 hours worked as a part-time Employee. If a full-time Employee becomes part-time then their seniority shall be converted to a number of hours worked on the basis that the Employee will receive 1950 hours of seniority for each full-time year worked with a pro rate amount for part years of seniority as a full-time Employee.
- (b) The Agency shall post and update and send to the Unit Chair the seniority list in each classification in January and July of each year and in the event of layoff(s). Where two (2) or more Employees commenced work on the same day, their order on the seniority list will be based on the date of application for employment.
- (c) Within sixty (60) days after the signing of this Agreement, the Agency shall post a seniority list on the bulletin board showing the seniority of each permanent Employee. An Employee shall have twenty (20) days within which to challenge the seniority list. Thereafter, the seniority date of each Employee will be deemed to be conclusive.

DEFINITION OF LAYOFF

- (d) A layoff will be defined as a reduction in the number of regular full or part time positions (as defined in Article 3 – Definitions).

LAYOFF AND SENIORITY

- (e) Where a layoff is necessary the Employer shall first meet with the Union. Such meeting shall take place as soon as possible but, in any event, not less than one (1) week prior to notice of such layoff being issued to employees. Such notice shall be provided to the Unit Chair and the CUPE National Representative. The purpose of the meeting shall be to discuss the effects of such reduction on the level of services and hear any representations of the Union.

In the event of a layoff, the Agency will determine the job in which the layoff is to occur. The Agency will then consider the qualifications, skills, ability, availability, and knowledge of Employees holding positions in the job category in which the layoff is to occur. If all of these factors are relatively equal, seniority shall be the governing factor provided that it does not interfere with the Agency's ability to properly and efficiently schedule Employees. A regular Employee about to be laid off may bump an Employee in their job category with less seniority.

RECALL

(f) When recalling Employees from layoff, the Agency shall determine the job category to which the recall is to occur. The Agency will then consider the qualifications, skills, ability, availability, and knowledge of regular Employees who are on layoff from the job category to which the recall is to occur. If all other factors are relatively equal, seniority shall be the governing factor in determining the order of recall.

17.3 No new regular, contract or temporary Employees will be hired if there are regular Employees on layoff who are entitled to recall in accordance with Article 17.2 (f).
No employee will be placed on layoff as a result of contracting out.

17.4 Employees who have been provided with a notice of layoff shall also be provided an additional ten (10) hours to engage in job seeking activities.

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

UNIFORM REDUCTION OF HOURS NOT CONSIDERED A LAYOFF

17.6 A uniform reduction in the number of hours scheduled in a work week for any classification of Employees or for all Employees shall not constitute a layoff should the Agency decide to reduce hours on this basis. The Employer will continue to have the right to layoff and recall Employees as per article 17.2 above.

17.7 Grievances concerning lay-offs and recalls will be initiated at Step 2 of the Grievance Procedure.

17.8 The Agency will provide written notice of permanent layoff in accordance with the Employment Standards Act.

ARTICLE 18 – LOSS OF SENIORITY AND DEEMED TERMINATION

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

- (a) voluntary resignation
- (b) retires or is retired
- (c) discharged for cause and is not reinstated
- (d) layoff in excess of twenty-four (24) months
- (e) absence from work for three (3) consecutive working days, without notifying the Agency, in which case such Employee shall be deemed to have quit the employment of the Agency, without notice, unless a reasonable explanation for failing to notify is provided to the Agency
- (f) failure to notify the Agency of an intention to return to work, within forty-eight (48) hours of being notified of recall by registered mail or by telephone, or failure to return to work within seven (7) calendar days after being notified of recall by registered mail or by telephone (unless the Employee is ill). Registered mail sent to the Employee's most recent address, on their employment file, shall be interpreted as proper notice effective the date of the registration of the letter. For purposes of recall, it shall be the responsibility of the Employee to keep the Agency informed of their current address and telephone number.
- (g) failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the Employee satisfactory to the Agency
- (h) engages in gainful employment without authorization while on an approved leave of absence

TRANSFERS OUTSIDE BARGAINING UNIT

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

ARTICLE 19 – JOB POSTING

- 19.1 In the event that a new bargaining unit position is created in which there is not already an incumbent who is performing the existing duties, or when a vacancy occurs in an existing classification, or a contract or temporary vacancy occurs, unless the Agency decides that it is not going to fill a vacancy or that it intends to postpone the filling of a vacancy, the Agency will post such new position or vacancy for a period of seven (7) working days electronically via Email to each employee including those on layoff. The Employer shall provide the Unit Chair with a copy of all job postings which shall then be posted on the Union Bulletin Board. The Employer may choose to do an external and internal posting concurrently providing that qualified bargaining unit applicants are interviewed and given first consideration.
- 19.2 The posting will stipulate the nature of the position, the required qualifications, required knowledge, skills, ability, experience, education and training, hours of work and rate of pay and that it is a Unionized environment.
- 19.3 In the event two (2) or more Employees apply, the Agency shall consider the qualifications, knowledge, skills, ability, experience, education, training, and seniority of the applicants. Where the other factors are relatively equal, the applicant with the greatest seniority will fill the vacancy.
- If no qualified internal applications are received by 5:00 p.m. on the seventh (7th) working day of the hard copy and Email posting, the Agency may start proceedings to secure applications for the vacancy from other applicants, including persons outside of the bargaining unit.
- 19.4 The Agency reserves the right to hire from the outside work force when there is no satisfactory applicant from the bargaining unit to perform the work required.

- 19.5 Within seven (7) working days of the date of an appointment to a vacant position, the name of the successful applicant shall be provided to the Union via Email and will be posted on the union bulletin board.
- 19.6 A successful internal applicant will be placed on a trial period for a period of 30 actual days worked. The applicant will be considered to have successfully completed the trial period after 30 actual days worked unless:
- (a) at any time within the trial period reasonably determines that they are not suitable for the position and wishes to return to their former position; or
 - (b) the Agency, at any time within the trial period, reasonably determines that the Employee is not suitable for the position and requires that the Employee return to the Employee's former position

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

PAY FOR WORK IN ANOTHER CLASSIFICATION

- 19.7 Employees required by the agency to work in a higher classification shall receive the wage rate of the higher classification. It is understood that if an Employee is assigned to work in a lower classification the employee shall receive the rate of their regular classification.

ARTICLE 20 – LABOUR-MANAGEMENT COMMITTEE

- 20.1 There shall be a Labour Management Committee composed of two (2) representatives from the Union and two representatives of the Employer. The function of the committee shall be to discuss matters of mutual concerns to the parties, including workload, which shall be a standing agenda item at each meeting, and to make recommendations regarding these matters. It is understood and agreed that the committee will not discuss grievances nor is the committee empowered to negotiate, alter, or amend the Collective Agreement. The committee shall meet quarterly at times when it is convenient for both parties. It is understood that the Union Committee members will be paid for time spent as such meetings during their regular working hours.
- 20.2 An agency representative and a Union representative shall be Joint Chairpersons of such meetings.

- 20.3 Minutes of each meeting will be prepared and signed by the Chairpersons as soon as possible after the close of the meeting. Such minutes will be provided to the Union's representatives and to the Agency.
- 20.4 The Parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to provide the best possible services to the community and to those Agency's services.
- 20.5 The Committee may make recommendations and suggestions to the Union and the Agency with respect to the discussions in Committee meetings.

ARTICLE 21 – HOURS OF WORK AND SCHEDULING

- 21.1 It is understood that this Article shall not be interpreted as a guarantee of normal hours of work per day, or of hours of work per week, or of days of work per week nor shall this Article be interpreted as a guarantee that the normal hours of work will not be increased or decreased if found necessary by the Agency having due regard for its organization, nor is it a guarantee of any Employee's working schedule(s).
- 21.2 (a) The work week for full-time Employees is thirty-seven and a half (37 ½) hours per week exclusive of unpaid meal periods.
- (b) The work week for part-time Employees is less than thirty-seven and a half (37 ½) hours per week exclusive of unpaid meal periods.
- (c) Due to the nature of the work of the Agency, from time to time, some of these normal weekly hours will have to be worked during nights or weekends as required.
- 21.3 The normal weekly hours is referred to for the purposes of computing overtime.

ARTICLE 22 – OVERTIME

- 22.1 (a) The general goal will be to minimize overtime. Employees are expected to take time off such that they do not incur overtime over a two-week period.

APPROVAL REQUIRED BEFORE WORKING IN EXCESS OF NORMAL HOURS

- (b) An employee shall receive the Executive Director or their designate's approval before working time in excess of normal hours, where reasonably possible. If there is a possibility that work in excess of 88 hours in a two-week period will be necessary, then this must be approved in advance in writing by the Executive Director or their designate.
- (c) A full-time employee who performs work in excess of seventy five hours (75) hours in a two week period, or a part-time employee who works additional hours over and above their normal work hours, will be compensated by receiving time off (lieu time) at the rate of straight time up to 88 hours worked in a two week period and time and one half pay for hours worked in addition to 88 hours. , There shall be no pyramiding of overtime or premium hourly rate or any benefits under this Agreement.
- (d) Any lieu time accumulated by an employee which has been approved by the Executive Director or their designate, and has not been used by the Employee at the cessation of the employment, however such cessation may have been caused shall be paid out in full at the applicable rate of pay for which the lieu time was accumulated.

SCHEDULING OF LIEU TIME

- 22.2 (a) Lieu time shall be taken not more than three months after the month in which it was earned, and a mutually convenient time. If the parties cannot agree on a mutually convenient time, the Agency will pay the Employee for all in lieu at the applicable overtime rate, for which they were earned.
- (b) Notwithstanding clause (a), employees will be able to bank up to 80 hours in lieu, and must be taken or paid out in the same calendar year (by December 31).

ARTICLE 23 – LEAVES OF ABSENCE

PROCESS FOR APPLYING FOR A LEAVE OF ABSENCE

23.1 Where practicable, the Agency shall have the discretion to grant a leave of absence, without pay, for legitimate reasons, provided only that the Agency receives at least three (3) week's advance notice, in writing, (except in cases of emergency) and provided that such leave may be arranged without undue inconvenience and disruption to the normal operations and services provided by the Agency and such discretion shall not be unreasonably exercised. Applicants, when applying, must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Agency will reply to the request in writing.

NO ACCRUAL OF BENEFITS DURING UNPAID LEAVE OF ABSENCE

23.2 (a) No Employee will accumulate seniority, vacation allowance, be paid for holidays, nor will any other benefits in this Agreement accrue or be paid while the Employee is on an unpaid leave of absence, exceeding (30) days, but seniority will recommence and other accumulated credits established at the point of leave will be reinstated upon return to work.

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

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

PARENTAL LEAVE AND BENEFITS

23.4 (a) Pregnancy, parental and adoption leave will be granted in accordance with Ontario Employment Standards Act 2000.

(b) Permanent employees are entitled to leave under the above and who provides the agency with proof that they have applied for and are eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act, shall be paid an allowance in accordance with the Supplementary Employment Benefits Plan as follows:

- (i) for the first two (2) weeks, payments equivalent to sixty-five percent (65%) of the actual weekly rate of pay for their classification, which she was receiving on the last day worked, prior to the commencement of the pregnancy leave;

And

- (ii) up to a maximum of forty-eight (48) additional weeks, payments equivalent to the difference between the sum of the weekly EIC benefits the Employee is eligible to receive and any other earnings received by the Employee to a combined maximum of sixty-five percent (65%) of the actual weekly rate of pay for their regular classification which she was receiving on the last day worked, prior to the commencement of the pregnancy leave.
- (c) All other employees are entitled to leave without pay for parental or adoption leave in accordance with the Employment Standards Act.

BEREAVEMENT LEAVE

- 23.5 (a) When a death occurs in the immediate family of a permanent Employee, such Employee shall be granted a paid leave of absence for up to five (5) consecutive working days.
- (b) "Immediate family" shall be defined as father or stepfather, mother or step mother, brother or step brother, sister or step sister, spouse, common-law spouse or partner, child and step child or a person *in loco parentis*.
- (c) Employees who are absent from work due to the death of their mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild shall be granted a paid leave of absence for up to three (3) consecutive working days.
- (d) In the event of the death of an employee's pet or service animal the employee shall be granted a leave of absence of one (1) working day.
- (e) If one (1) or more of the aforementioned day(s) of leave of absence would have been the Employee's regularly scheduled work day(s), the Employee will only be paid their regular pay for hours during the leave which they otherwise would have worked but for the leave of absence.
- (f) Employees may be granted leave of absence with pay at the discretion of Management where the leave is requested solely due to the death and/or funeral of persons other than those specified in (b), (c) and (d) above.

- (g) The agency may grant additional bereavement leave time off, without pay, when requested by an Employee.

JURY DUTY LEAVE

23.6 The Agency will grant a leave of absence to an Employee who is called upon to serve as a juror in any court. The Agency will pay such an Employee the difference between their regular earnings and the payment received for jury duty services, up to a maximum of 1 week. This will be effected by the Employee signing over their jury fees (excluding any amount received for mileage and meal allowance) to the Agency, and the Agency will continue the Employee's regular wage payments. The Employee shall notify the Agency immediately after selection for jury duty as well as the dates that they are to serve on jury duty. The Employee will come to work during those regularly scheduled hours that they are not required to attend at court. The Employee will provide the Agency with a signed document from the clerk of the court stating the days in attendance.

PAY DURING LEAVE OF ABSENCE FOR UNION WORK

- 23.7 An Employee shall receive the wages and benefits (if applicable) provided for in this Agreement when on an unpaid leave of absence for Union work. However, the Union shall reimburse the Agency for all wages and benefits provided to such Employee during the period of absence.
- 23.8 It is understood that Employees who are on approved leaves of absence, with pay, shall retain and accumulate seniority.

ARTICLE 24 – SICK LEAVE

WHEN SICK LEAVE MAY BE TAKEN

- 24.1 All employees will be entitled to sick leave. Sick leave may be used where an employee who is not on an unpaid leave is suffering a non-occupational illness or accident, requires relief from severe stress or for the purpose of attending to the needs of their sick child.
- 24.2 On January 1st of each year, all full-time employees will be credited with sixteen (16) paid sick days. Part-time employees will be credited with a prorated number of sick days based on a ratio of normal hours worked compared to full time hours. New employees will be credited with sick days at the rate of one and one-quarter(1.25) days accumulation per completed calendar month until the end of the calendar year.
- 24.3 Full and part-time employees may accumulate and carry over from year to year, earned sick leave to a maximum of ten (10) working days.

24.4 Once an Employee has used all of their paid sick time but is still unable to return to work they may chose to apply for EI benefits (Employment Insurance benefits from HRDC) during which, the Employer will provide a wage top-up during the two-week waiting period for EI. The top-up (SUB Plan as approved by HRDC) is designed to supplement Employment Insurance (EI) sick benefit payments if a two-week waiting period is imposed by HRDC. The Employer will top-up 80% of the Employee's normal weekly earnings while the Employee is serving the two-week waiting period. This gross amount of EI benefit plus the top-up will equal 80% of the Employee's normal weekly earnings.

MEDICAL NOTE REQUIRED FOR ABSENCE OF THREE (3) WORKING DAYS OR MORE

24.5 For sickness of three (3) working days or more, an employee may be asked to provide a medical note substantiating the absence and indicating fitness to return to work. The Employer agrees to pay the full cost of the medical note when accompanied by a receipt.

24.6 In the event of sickness, all employees are required to contact the Management on the said sick day in accordance with policy, as soon as possible and in any event prior to the commencement of the workday.

24.7 Employees requiring accommodation because of a disability, including HIV/AIDS, will be provided such accommodation that both respects their dignity and does not create undue hardship on the organization.

ARTICLE 25 – PAY DAYS AND PAY CHEQUES

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

25.2 An Employee may, upon giving the Agency at least ten (10) working days' notice, receive, on the last work day preceding the commencement of their annual vacation any pay cheques which may fall during the period of their vacation.

ARTICLE 26 – PAID HOLIDAYS

26.1 Employees who have been employed for three (3) months or more shall receive the following paid holidays:

LIST OF PAID HOLIDAYS:

| | | | |
|---|---------------|------------------|------------|
| New Year's Day | Family Day | | |
| a day to celebrate Black History Month (to be taken prior to the end of the following month), | | | |
| Good Friday | Easter Monday | Victoria Day | Canada Day |
| Simcoe Day | Labour Day | Thanksgiving Day | |
| Christmas Day | Boxing Day | | |

The days between Boxing Day and New Year's Day

Employees who have completed probation are eligible for three (3) personal paid leave days (PPL) per calendar year. The pay for which shall be equal to the number of hours for work regularly assigned to the position on each day so taken. Personal paid leave days shall be taken in the calendar year in which they are earned.

Where there are other religious or cultural holidays, arrangements may be negotiated with the Executive Director or their designate for those days off, in lieu of the above days. Such arrangements must be in writing with prior approval from the Executive Director or their designate.

PAYMENT FOR AUTHORIZED WORK ON A HOLIDAY

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

26.3 No employee shall be entitled to be paid for a holiday on which they did not work when he or she has not worked and earned wages for at least ten days (10) during the twenty-eight (28) calendar days immediately preceding the holiday.

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

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

- 26.6 In the event that a holiday falls during an Employee's vacation period, the Agency shall give the eligible Employee an extra day off, with pay, either at the beginning or at the end of the vacation or one (1) day's pay based on their regular rate of pay for that day.
- 26.7 There shall be no pyramiding of premium pay for overtime worked and hours worked on a holiday.
- 26.8 When any Employee is required to work on any one of the paid holidays, the hours the Employee works on the holiday will not be taken into consideration in calculating any overtime pay to which the Employee may be entitled for the period in which the holiday occurs.

ARTICLE 27 – VACATIONS

VACATION ENTITLEMENT

- 27.1 (a) All full-time employees, who have completed their probationary period and have been working with Black CAP for:
- Less than one year will receive vacation as per the *Employment Standards Act, 2000* and any amendments thereafter but in any event not less than two weeks.
 - One year but less than 5 years will receive 3 weeks' vacation.
 - Five years or more shall receive 5 weeks' vacation.
 - Seven (7) years or more will receive five and one half (5.5) weeks' vacation and shall further be able to allocate unused sick or Personal Emergency Leave days to make up two point five (2.5) days for a combined full six (6) weeks of vacation.
- (b) Part-time employees will receive the prorated equivalent of above based on both their full-time equivalent (FTE) and one (1) year equaling 1950 hours.
- (c) Contract and temporary employees will receive vacation entitlements as set out in the Employment Standards Act.

SCHEDULING OF VACATIONS

- 27.2 (a) Vacations will be scheduled by the employee with the approval of the Executive Director or their designate taking into consideration the needs of the organization and the scheduling preferences based on seniority.

- (b) Vacation shall be accrued during each fiscal year, April 1st to March 31st. Vacation is not cumulative. It must be taken within the year in which it is earned. The exception is that an employee who has completed the probationary period may take one (1) week vacation within the six (6) months following the completion of the probationary period. A running total of Vacation days available shall be provided each month on each Employees' time sheet. Vacation accrued prior to this change shall be calculated and provided to, and verified by, each employee before March 31, 2021. Such previous accrual shall be added to the vacation calculation for April 1, 2021.
- (c) With approval of the Executive Director or their designate up to five (5) vacation days may be carried over to the following year. Such approval shall be based on operational needs. Any days carried over shall be used in the first three (3) months of the following year.

PAYMENT FOR UNUSED VACATION ON TERMINATION OF EMPLOYMENT

- 27.3 A regular full-time or part-time Employee whose employment terminates at any time in the vacation year, prior to using their earned vacation not used, will be entitled to a proportionate payment of their wages in lieu of such unused vacation, prior to the date of termination

HOSPITALIZATION DURING VACATION

- 27.4 When a regular Employee is hospitalized due to illness or injury during their period of vacation, vacation credits will not be deducted in respect of the period of hospitalization and resulting recuperation, such credits may be scheduled for use at another time in the year in respect of which the Employee must use vacation credits. It is understood that the employee must notify the employer when this occurs and confirmation and evidence of hospitalization may be requested (e.g., medical note)

ARTICLE 28 – GENERAL CONDITIONS

RETIREMENT AGE

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

NO PYRAMIDING

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

BULLETIN BOARD

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

SAFETY

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

MINUTES OF BOARD MEETINGS

28.5 The Agency will provide a copy of the Minutes of the Agency's Board of Directors' meeting, once they have been approved by the Board, to the extent that such Minutes are made public, by providing a copy to the Chief Steward.

DISABILITY PROVISION

28.6 Any regular Employee who has become unable to perform the normal and regular duties of their job as a result of a disability shall be given consideration for work within such Employee's skills, qualifications and capabilities. To the extent that the Agency can provide such work, this position would not be subject to a job posting under Article 18, nor could such Employee displace an Employee as a result of this Article.

STAFF DEVELOPMENT

- 28.7 (a) The Agency seeks the full development of its staff through training programs, maximum delegation of authority and responsibilities, freedom of action within the Agency's policies, participation in setting their own job goals and objectives, and through regularly supervisory meetings and performance appraisals.
- (b) Each staff member will be provided with a professional development allowance of four hundred (\$400) dollars per fiscal year which may be used toward the costs of conferences, workshops or related courses with the Executive Director or their designate's approval, and will be paid for time required to do so. Such paid time will not exceed seven and a half hours per day.

- (c) Each staff member with a professional development allocation may use that allocation towards the costs of training, conferences, workshops or related courses with the Executive Director or their designate's approval, and will be paid for time required to do so. Such paid time will not exceed seven and a half hours per day.
- (d) Time required away from the office to attend courses cannot unduly affect the operations of the organization. The decision as to whether affect the operations of the organization is at the discretion of the Executive Director or their designate.
- (e) The training conference, workshop or job related course must relate to the employee's professional development and be beneficial to the organization. Where this is not clearly the case, arrangements for time off and possible pay for time off or for the cost of such courses may still be arranged on a case by case basis.
- (f) If a conference, or workshop takes place on a holiday or weekend, attendance time may be eligible for overtime as per article 21.
- (g) For conferences a verbal report shall be provided to the staff team and a verbal report shall be made to the Executive Director or their designate within an appropriate time frame.

ARTICLE 29 – EMPLOYEE BENEFITS

AUTOMOBILE ALLOWANCE

- 29.1 An Employee who is required by the Agency to use their own automobile for the Agency's business will be paid forty (40) cents/km.
- 29.2 TTC passes and tokens will be kept by the employer and made available to employees who are required to travel via public transit during the course of their duties. The Employer's travel policy dated October 2011 shall also apply.

DAILY MEAL EXPENSE CLAIM

- 29.3 While traveling in Canada, the following are the allowable amounts, in Canadian dollars that can be claimed for meals:

| | | |
|-----------|----------------------|--------|
| Breakfast | Seventeen dollars | (\$17) |
| Lunch | Twenty dollars | (\$20) |
| Dinner | Twenty-seven dollars | (\$27) |

Outside Canada, the allowable amounts shall be the same as above except in US dollars.

HEALTH CARE BENEFITS

29.4 The Agency will pay the costs of premiums for health care benefits: dental plan, medical plan, life insurance and accidental death and dismemberment that are currently in effect for all permanent employees who work fifteen hours (15) or more per week:

REGISTERED RETIREMENT SAVINGS PLAN (RRSP) CONTRIBUTIONS

- 29.5 (a) Regular employees who have completed a full calendar year of employment will be eligible to receive an annual RRSP benefit as part of their employment with the Agency.
- (b) It is the responsibility of the employee to provide all the necessary and appropriate information with respect to a Registered Retirement Savings Plan in order for the Agency to make direct contributions to the plan. This information must be provided by January 15th of each year.
- (c) The agency will not pay the benefit in cash to the employee. It must be deposited directly into an RRSP account.

REGULAR FULL-TIME EMPLOYEES

- (d) (1) Regular employees who have completed a full calendar year of employment are eligible to receive a benefit of one thousand dollars (\$1000) per year (part years prior to the completion of a calendar year will be prorated). The benefit will be payable in January of each year
- (2) Regular employees on unpaid leave will have their contribution reduced by an amount determined by prorating the annual amount by the length of their leave in the preceding calendar year.

REGULAR PART-TIME EMPLOYEES

- (e) (1) Regular Part time employees who have completed a full calendar year of employment are eligible to receive a benefit of one thousand dollars (\$1000) per year (part years prior to the completion of a calendar year will be prorated). For example, a part-time employee who is a 0.53 FTE would receive \$530.00 (0.53 x \$1000 = \$530).
- (2) Regular part-time employees on unpaid leave will have their contribution reduced by an amount determined by prorating what would have been their annual entitlement amount by the length of their leave.

ARTICLE 30 – WAGES

The parties agree that the following wage increases shall apply to all bargaining unit positions but do not apply to Peer Educators, Harm Reduction Peer Educator, and Students:

In each year of the Collective Agreement expiring December 31, 2023 all employees shall receive the following increases to Schedule A wage grid in each year:

- 1.5% wage increase retroactive to January 1, 2020
- 1.75% wage increase retroactive to January 1, 2021
- 1.75% wage increase effective January 1, 2022
- 1.75% wage increase effective January 1, 2023

The parties agree to meet and review the agency's financial situation at the completion of the 2017 and 2018 fiscal years for the sole purpose of determining if additional general economic wage increases are feasible. Should the Employer's financial situation improve, the Employer and the Union will meet in good faith to discuss the allocation of such funding. At such time the employer will provide appropriate disclosure and documentation regarding the agencies financial position.

In the event that the parties are unable to agree they may by mutual consent agree to use the services of a mediator. The mediator selected shall be agreed to by both parties. The parties agree to share the cost of the mediation.

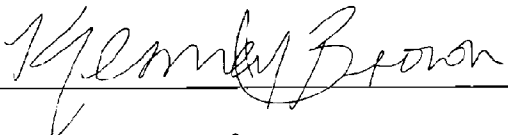
ARTICLE 31 – DURATION


- 30.1 This Agreement shall come into force on the date of ratification and continue to be in effect January 1, **2020** up to and including December 31, **2023** and shall remain in effect from year to year thereafter unless either Party gives to the other Party written notice of termination or desire to amend this Agreement.
- 30.2 Notice that amendments are required may only be given within the period of not more than ninety (90) days prior to the expiration date of this Agreement.
- 30.3 This Agreement may be amended by mutual consent of the Parties.
- 30.4 This Agreement will become effective as of the date of its execution by the Parties.


IN WITNESS WHEREOF,
the Parties have signed this Agreement this 30th day of June, 2021.

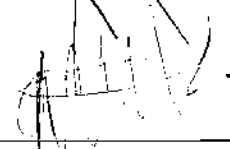
Canadian Union of Public Employees
and its Local 3697

Black Coalition for AIDS Prevention of
Metropolitan Toronto









SCHEDULE A

| Retroactive to January 1, 2020 - 1.5% | Start of Employment | After 12 Months | After 24 Months | After 36 Months | After 48 Months |
|--|----------------------------|------------------------|------------------------|------------------------|------------------------|
| Group 1 | \$54,000.00 | \$54,810.00 | \$55,769.18 | \$56,745.14 | \$57,738.18 |
| MSM Prevention Specialist | | | | | |
| Harm Reduction Specialist | | | | | |
| Clinical Youth Outreach Worker | | | | | |
| MSM Social Worker | | | | | |
| Group 2 | \$46,107.63 | \$47,483.29 | \$48,861.21 | \$50,236.88 | \$51,613.67 |
| Support Coordinator | | | | | |
| Women's Support Coordinator | | | | | |
| LGBT Settlement Coordinator | | | | | |
| PHA Settlement Coordinator | | | | | |
| Refugee Settlement Coordinator | | | | | |
| Employment Counsellor | | | | | |
| Mental Health Support Worker | | | | | |
| Group 3 | \$44,043.60 | \$45,420.40 | \$46,796.05 | \$48,173.97 | \$49,549.61 |
| Volunteer Coordinator | | | | | |
| MSM Outreach Coordinator | | | | | |
| Prevention Coordinator | | | | | |
| Outreach Coordinator | | | | | |
| Group 4 | | | | | |
| Peer Educator (minimum wage) | | | | | |
| Harm Reduction Peer Education (minimum wage) | | | | | |
| Summer Students (minimum wage) | | | | | |

| Retroactive to January 1, 2021 - 1.75% | Start of Employment | After 12 Months | After 24 Months | After 36 Months | After 48 Months |
|---|----------------------------|------------------------|------------------------|------------------------|------------------------|
| Group 1 | \$54,945.00 | \$55,769.18 | \$56,745.14 | \$57,738.18 | \$58,748.60 |
| MSM Prevention Specialist | | | | | |
| Harm Reduction Specialist | | | | | |
| Clinical Youth Outreach Worker | | | | | |
| MSM Social Worker | | | | | |

Collective Agreement between Black Coalition for AIDS Prevention & CUPE Local 3697.04
Term: January 1, 2020 to December 31st, 2023

| | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|
| Group 2 | \$46,914.51 | \$48,314.25 | \$49,716.28 | \$51,116.03 | \$52,516.91 |
| Support Coordinator | | | | | |
| Women's Support Coordinator | | | | | |
| LGBT Settlement Coordinator | | | | | |
| PHA Settlement Coordinator | | | | | |
| Refugee Settlement Coordinator | | | | | |
| Employment Counsellor | | | | | |
| Mental Health Support Worker | | | | | |
| Group 3 | \$44,814.36 | \$46,215.26 | \$47,614.98 | \$49,017.01 | \$50,416.73 |
| Volunteer Coordinator | | | | | |
| MSM Outreach Coordinator | | | | | |
| Prevention Coordinator | | | | | |
| Outreach Coordinator | | | | | |
| Group 4 | | | | | |
| Peer Educator (minimum wage) | | | | | |
| Harm Reduction Peer Education (minimum wage) | | | | | |
| Summer Students (minimum wage) | | | | | |

| Effective January 1, 2022 - 1.75% | Start of Employment | After 12 Months | After 24 Months | After 36 Months | After 48 Months |
|--|----------------------------|------------------------|------------------------|------------------------|------------------------|
| Group 1 | \$55,906.54 | \$56,745.14 | \$57,738.18 | \$58,748.60 | \$59,776.70 |
| MSM Prevention Specialist | | | | | |
| Harm Reduction Specialist | | | | | |
| Clinical Youth Outreach Worker | | | | | |
| MSM Social Worker | | | | | |
| Group 2 | \$47,735.51 | \$49,159.75 | \$50,586.31 | \$52,010.56 | \$53,435.96 |
| Support Coordinator | | | | | |
| Women's Support Coordinator | | | | | |
| LGBT Settlement Coordinator | | | | | |
| PHA Settlement Coordinator | | | | | |
| Refugee Settlement Coordinator | | | | | |
| Employment Counsellor | | | | | |
| Mental Health Support Worker | | | | | |

Collective Agreement between Black Coalition for AIDS Prevention & CUPE Local 3697.04
 Term: January 1, 2020 to December 31st, 2023

| | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|
| Group 3 | \$45,598.61 | \$47,024.03 | \$48,448.24 | \$49,874.81 | \$51,299.02 |
| Volunteer Coordinator | | | | | |
| MSM Outreach Coordinator | | | | | |
| Prevention Coordinator | | | | | |
| Outreach Coordinator | | | | | |
| Group 4 | | | | | |
| Peer Educator (minimum wage) | | | | | |
| Harm Reduction Peer Education (minimum wage) | | | | | |
| Summer Students (minimum wage) | | | | | |

| Effective January 1, 2023 - 1.75% | Start of Employment | After 12 Months | After 24 Months | After 36 Months | After 48 Months |
|--|----------------------------|------------------------|------------------------|------------------------|------------------------|
| Group 1 | \$56,884.90 | \$57,738.18 | \$58,748.60 | \$59,776.70 | \$60,822.79 |
| MSM Prevention Specialist | | | | | |
| Harm Reduction Specialist | | | | | |
| Clinical Youth Outreach Worker | | | | | |
| MSM Social Worker | | | | | |
| Group 2 | \$48,570.88 | \$50,020.05 | \$51,471.57 | \$52,920.74 | \$54,371.09 |
| Support Coordinator | | | | | |
| Women's Support Coordinator | | | | | |
| LGBT Settlement Coordinator | | | | | |
| PHA Settlement Coordinator | | | | | |
| Refugee Settlement Coordinator | | | | | |
| Employment Counsellor | | | | | |
| Mental Health Support Worker | | | | | |
| Group 3 | \$46,396.59 | \$47,846.95 | \$49,296.08 | \$50,747.62 | \$52,196.75 |
| Volunteer Coordinator | | | | | |
| MSM Outreach Coordinator | | | | | |
| Prevention Coordinator | | | | | |
| Outreach Coordinator | | | | | |
| Group 4 | | | | | |
| Peer Educator (minimum wage) | | | | | |
| Harm Reduction Peer Education (minimum wage) | | | | | |
| Summer Students (minimum wage) | | | | | |

Letter of Understanding 1 – Benefits and Retirement Savings Review

The Employer and the Union agree that a review of the benefit plan and retirement savings program is important. To that end, the parties agree as follows:

Benefit Review:

The parties agree that within sixty (60) days of ratification the parties will meet to discuss the existing benefit plans and potential options to improve/enhance the existing benefit plan with the existing benefit carrier. At this meeting there shall be up to two (2) representatives of the Employer and up to two (2) representatives of the Employee.

The parties further agree and understand that because the African and Caribbean Council on HIV/AIDS in Ontario (ACCHO) is included in the Employer's benefit plan they will be invited to attend the meeting(s) and may have one (1) Employer representative and one Employee representative.

The Parties may also have advisors attend such meeting.

Retirement Savings:

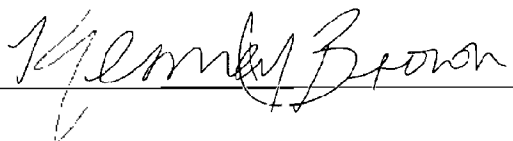
In addition, the parties agree that during the term of this collective agreement the parties will meet to review the existing retirement savings program and explore options and information with respect to available options for retirement savings and/or planning, including but not limited to exploring the potential of joining a pension plan.


It is understood that ACCHO will be invited to attend in the same manner (and representation) as outlined above.

Dated at Toronto, Ontario, this 20th day of June, 2021.

Canadian Union of Public Employees
and its Local 3697

Black Coalition for AIDS Prevention of
Metropolitan Toronto









Letter of Understanding 2 – Peer Educators

The Union and the Employer agree that Peer Educators fall within the Scope and Recognition clause contained in the collective agreement and are therefore part of the bargaining unit.

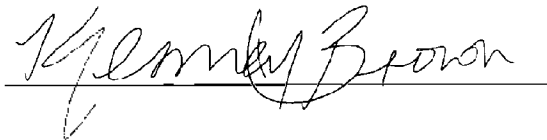
Effective upon ratification, Peer Educators will have union dues deducted from each pay.

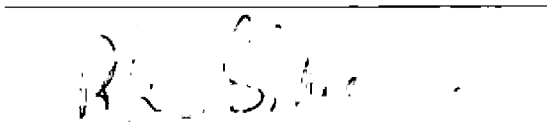
It is understood that Peer Educators are not eligible for Employee Benefits as per Article 29 (Employee Benefits) and Retirement Savings (RRSP) as per Articles 29.4 and 29.5 of the collective agreement.

This Letter of Understanding shall remain in effect through the duration of this collective agreement.

Dated at Toronto, Ontario, this 30th day of June, 2021.

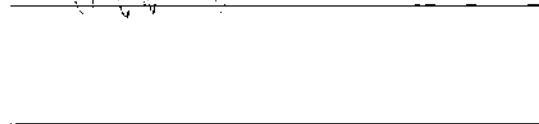
Canadian Union of Public Employees
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Letter of Understanding 3 – Specially Funded Positions

The Union and the Employer recognize that from time to time there are opportunities for funding additional staff positions and/or programs at the Agency.

The parties further recognize the challenges of responding to funding applications in a timely fashion and the need to repeatedly request letters from the Union.

The Union will provide the Agency with permission for investing in Neighbourhoods and HRSDC student funding proposals provided that the job, duties and terms and conditions of employment in the Agency's application for funding are not in conflict with any terms or conditions of the Local 3697 Collective Agreement.

The Employer agrees to provide notice to the Union of proposals wither this Letter of Understanding will be included.

It is understood this Letter of Understanding is limited to, submissions for Investing in Neighbourhoods and HRSDC student funding.

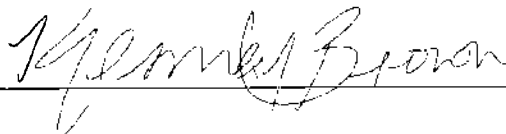
It is agreed that employees hired into HRSDC student positions will be in the bargaining unit for the duration of their placement (term) and will be required to pay union dues. ~~It is further agreed that employees hired into Investing in Neighbourhoods positions will be excluded from the bargaining unit and will not be required to pay union dues.~~


It is agreed this Letter of Understanding shall be attached to such proposals for funding to reflect the agreement of the parties.

This Letter of Understanding shall remain in effect through the duration of this collective agreement.


Dated at Toronto, Ontario, this 30th day of June, 2021.

Canadian Union of Public Employees
and its Local 3697





Black Coalition for AIDS Prevention of
Metropolitan Toronto



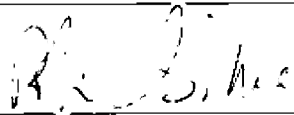
Letter of Understanding 4 – Pay Equity Plan

The parties will meet to establish a Pay Equity Plan within nine (9) Months from ratification. Each party may enlist the assistance of a Pay Equity consultant to assist.

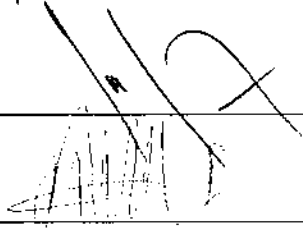
Dated at Toronto, Ontario, this 30th day of June, 2021.

Canadian Union of Public Employees
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Black Coalition for AIDS Prevention of
Metropolitan Toronto



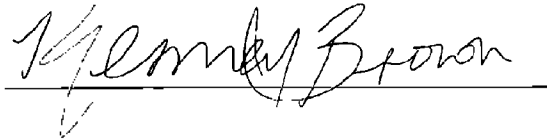
Letter of Understanding 5 – Pension Plan

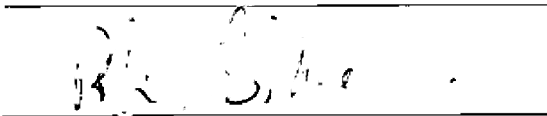
The parties agree to explore the options for providing a pension plan to all employees. The Multi-Sector Pension Plan (MSPP) and Ontario Nonprofit Network shall be invited to make presentations for consideration. Other not for profit pension plans may also be invited with the agreement of both parties. Attendance at such presentations shall be open to ALL Employees in or out of the bargaining unit and held at a time that is accessible by most.

Should the parties decide on a plan language for such plan shall form part of this agreement.

Dated at Toronto, Ontario, this 30th day of June, 2021.

Canadian Union of Public Employees
and its Local 3697





Black Coalition for AIDS Prevention of
Metropolitan Toronto





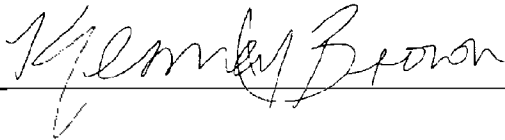
Letter of Understanding 6 – Current Contract Positions

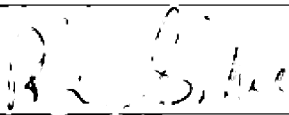
Contract positions are defined by Article 3 of the Collective Agreement. The following contract positions are currently in place and shall not continue past 365 days of employment without written mutual consent of the parties.

- **Peer Prevention Assistant**
- **ACB Trans MSM Harm Reduction**
- **ACB Trans Women Harm Reduction Peer Educator**

Dated at Toronto, Ontario, this 30th day of June, 2021.

Canadian Union of Public Employees
and its Local 3697





Black Coalition for AIDS Prevention of
Metropolitan Toronto