

COLLECTIVE AGREEMENT

BETWEEN

African and Caribbean Council on HIV/AIDS in Ontario

(Herein called "The Employer")

And



And

ITS LOCAL 3697.06

(Herein called "The Union")

Expiring: March 31, 2025

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Article 1 – Preamble

1.01 It is the purpose of both parties to this Agreement:

- (a) To maintain harmonious and mutually respectful relations between the Agency and its Employees;
- (b) To recognize the value of joint discussions and negotiations concerning changes to working conditions;
- (c) To encourage efficiency in operations;
- (d) To provide a mechanism to amicably address grievances which may arise;
- (e) To ensure that there is an effective and efficient delivery of all programs;

The parties to this Agreement share a desire to improve the quality of 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.

The Employees will endeavour to work together with the Agency to assure the best possible programs.

Article 2 – Scope and Recognition

2.01 The Agency recognizes the Union as the sole Collective Bargaining Agent for all Employees of the African and Caribbean Council on HIV/AIDS in Ontario (ACCHO) in the City of Toronto, save and except the Director, and those currently represented by an existing Trade Union.

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.

No Employee covered by this Agreement shall enter into any other agreement with the Agency which may conflict with the terms of this Agreement.

Article 3 – Definitions

3.01 The pronouns “they” and “their” are used throughout this Agreement to recognize the non-binary nature of gender. Where the plural is used it may also be deemed to mean the singular within the appropriate context.

- (a) The terms “regular pay”, “straight time pay” and “regular rate of pay” when used in this Agreement shall mean the amounts indicated in the wage classification schedule.
- (b) “Employee” shall mean a person in the bargaining unit.
- (c) “Regular full-time Employee” shall mean an Employee who has successfully completed the probation period and who is scheduled to work thirty-seven and one-half (37.5) hours per week. Such Employee is not a temporary or contract Employee as defined herein.
- (d) “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.
- (e) “Temporary Employee” shall mean an Employee who has been hired to:
 - i) Replace an Employee who is on an approved leave, for the duration of the leave; or
 - ii) Work during periods of peak or excessive workload for a period no longer than eight (8) weeks.

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

Seniority shall continue to accumulate for all time worked in a temporary position.

- (f) “Contract Employee” shall mean an Employee who has been hired for a period no longer than one (1) year or such longer period as may be agreed to, in writing, by the Agency and the Union:
 - i) To work on a specific task or project; or
 - ii) To perform work for a predetermined period of time; or
 - iii) To perform work which is funded by special grants.

A regular Employee filling a contract position for a period of no more than one (1) year will be allowed to return to the Employee's previous position, upon completion of that contract.

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

Seniority shall continue to accumulate for all time worked in a contract position.

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

- (g) "Student" shall mean a person attending school, college or university and employed through the Canada Summer Jobs program (or equivalent) or one who is engaged by the Agency under a co-operative student employment program with a school, university or college.

No student shall be hired if any member of the bargaining unit has been laid off provided that such laid off member:

- a) Has the necessary qualifications, in accordance with Article 15.04 (d) to fill the position; and,
- b) Is eligible for the position in accordance with the funding requirements for the student position; and,
- c) Accepts the terms and conditions of the student position, including the rate of pay.

No student shall be hired to displace any member of the bargaining unit.

Article 4 – No Discrimination, Harassment, Racism or Oppression

- 4.01 Racism, oppression, discrimination and harassment (includes 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 regular 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, any successor legislation and the policies of the Employer.

The Code prohibits actions that discriminate against people based on a protected ground in a protected social area.

Protected grounds are:

- Age, Ancestry, colour, race, Citizenship, Ethnic origin, Place of origin, Creed, Disability, Family status, Marital status (including single status)
- Gender identity, gender expression
- Receipt of public assistance (in housing only)
- Record of offences (in employment only)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation

Protected social areas are:

- Accommodation (housing), Contract, Employment
- Goods, services, and facilities, Membership in unions, trade or professional associations.

4.02 HIV TO BE CONSIDERED A DISABILITY UNDER THE CODE

It is further agreed that HIV infection will be considered a disability under the Code for the purposes of this Agreement.

4.03 UNION MEMBERSHIP

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 his or her membership or activity, or non-membership or lack of activity in the Union.

Article 5 – Union Security and Dues

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

- (a) The parties hereto agree to compulsory check-off of Union dues for all Employees who come within the bargaining unit. The amount to be deducted shall be the regular Union dues as established by the Union, or assessments levied by the Union.
- (b) Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Union no later than the fifteen (15th) day following the end of the month, along with their gross regular wages paid for the month in respect of which dues are being remitted.

- (c) The Agency will, at the time of making each remittance hereunder to the National Secretary-Treasurer of the Union, supply a copy of the dues statement to the L3697 Secretary Treasurer showing names, home addresses, work phone numbers, personal emails, and classifications of Employees.
- (d) The Union will indemnify and save the Agency, its agents, and/or Employees, harmless from any claims, or any liability arising out of suits, judgments, attachments, and from any and all forms of liability as a result of any deduction(s) from wages in respect of check-off of dues or fees, assessments or any action taken at the request of the Union.
- (e) When Income Tax T-4 slips are prepared, the Agency will type, on each slip, the total amount deducted during the subject year from the Employee's wages pursuant to this Article in respect of regular Union dues.

5.02 UNION TO HAVE OPPORTUNITY TO MEET WITH NEW EMPLOYEES

The Agency agrees to provide the Union Steward with an opportunity to meet with new Employees for a period of up to fifteen (15) minutes. The purpose of this meeting is to acquaint such Employees with the role of the Union and the terms of the Collective Agreement. Such meeting will be held at a time and location mutually agreed upon between the Steward and the Employee's Supervisor.

5.03 CORRESPONDENCE BETWEEN THE UNION AND THE AGENCY

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

5.04 CONDUCT OF UNION ACTIVITIES DURING WORKING HOURS

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

5.05 RECOKONING OF TIME NOT TO INCLUDE WEEKENDS OR HOLIDAYS

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

- 6.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, neither it nor its representatives will authorize, call, direct or take part in any strike, picketing, slowdown or stoppage of or interference with work in or about the Agency's premises or premises at which the Agency provides any of its programs.
- 6.02 In the event that Employees engage in any of the activities described by paragraph 6.01 above, the Union and its representatives (including Stewards) will instruct the Employees to cease such activity forthwith, return to work and perform their usual duties.

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

Article 7 – Management Rights

- 7.01 The Union recognizes and acknowledges that all Management Rights and prerogatives and the direction of the workforce, and the Management of the Agency are vested exclusively with the Agency and without limiting the generality of the foregoing, the exclusive functions of the Agency shall include the following rights:
- (a) To operate and manage the organization in every and in all respects.
 - (b) To maintain order, discipline, efficiency amongst its Employees and in connection therewith to establish and enforce rules, regulations, policies and practices from time to time to be observed by its Employees; the Agency reserves the right to amend or introduce new rules from time to time.
 - (c) To select, hire, transfer, lay off, recall, promote, demote, classify, assign duties, evaluate and assess Employee performance; 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 programs delivered 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 programs.

- (e) To plan, direct and control the work of the Employees, the operations of the Agency, and the schedules and procedures of work.
- (f) To determine the number of shifts, job content and requirements, to select and retain Employees for positions excluded from the bargaining unit, to determine new methods to be used, and to determine the requirements of a job and the qualifications of an Employee to perform the work required.
- (g) To exercise any of the rights, powers, functions or authority which the Agency had prior to the signing of this Agreement, or any predecessor Agreement, except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement.

7.02 Failure by the Agency to exercise any of its Management Rights shall not be considered as a waiver or abandonment of any 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

8.01 The Union and the Agency agree to co-operate in the pursuit of their objectives which include: to provide leadership to the response to HIV/AIDS in the African, Caribbean and Black communities in Ontario.

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) principles in their work.

Article 9 – Appointment of Union Stewards/Bargaining Committee

9.01 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.

Stewards shall be regular Employees of the Agency who are in the bargaining unit and who have successfully completed probation.

The Union shall notify the Agency, in writing, of the names of the Stewards who have been selected, anytime there is a change in the Stewards that have selected. Such notification shall take place within forty-eight (48) hours of the stewards being selected.

9.02 APPOINTMENT OF BARGAINING COMMITTEE

A Union Bargaining Committee will be elected or appointed consisting of not more than two (2) members of the Union who have successfully completed the probationary period. The Union will advise the Agency of the Bargaining Committee members.

9.03 The Union Bargaining Committee will receive their regular rate of pay and applicable benefits while attending negotiations for regular scheduled hours that they otherwise would have worked but for negotiations and where such negotiations are conducted during regular business hours, up to but not including conciliation. When required to attend negotiations outside of normal working hours the Union Bargaining Committee shall be compensated with time off in lieu of pay for each hour spent in negotiation. It is understood that all hours spent in negotiations shall not be counted as time worked for the purposes of calculating overtime entitlement.

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

9.05 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 request to have access to the Agency's premises to discharge such duties as Representative of the Union. Such request will be provided in advance to the Director (or designate) and will require prior approval of the Agency. A Union Representative shall not interfere with or disrupt the services provided by the Agency.

9.06 The Director (or designate) shall be notified in advance of the planned arrival and shall not unreasonably deny access to the Employer's premise.

9.07 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.

9.08 HOLDING OF UNION MEETINGS ON THE AGENCY'S PREMISES

It is agreed that the Union may hold meetings on the Employer's premises with the written permission of the Director (or designate) and provided such request is provided in advance.

9.09 PAYMENT OF STEWARD BY THE AGENCY TO PROCESS A GRIEVANCE

Where a Steward is permitted in advance by the Director (or 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 Director (or designate) reserves the right to limit the length of any absence if they deem the time so taken to be excessive, right shall not be exercised unreasonably. It is understood that generally only one (1) Steward is required to process a grievance.

Article 10 – Grievances

10.01 DEFINITION OF GRIEVANCE

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

10.02 The Agency shall be provided an opportunity to answer to complaints.

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

10.03 COMPLAINT MUST BE RAISED WITHIN FIVE DAYS

If an Employee has any complaint or question which they wish to discuss, they shall take the matter up with their immediate supervisor (or designate) within five (5) working days of the date the Employee first becomes aware of the circumstances giving rise to the complaint or question giving rise to the grievance.

10.04 FAILURE TO SATISFACTORILY SETTLE COMPLAINT MAY LEAD TO GRIEVANCE

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

10.05 DEALING WITH DIFFERENCES IN INTERPRETATION

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

10.06 GRIEVANCE STEPS

STEP 1:

- (a) An Employee having a grievance shall submit the grievance, in writing, to the Director (or designate) within ten (10) working days of the complaint meeting in accordance with Article 10.03. The grievance will set out the nature of the grievance, the remedy sought and the provisions of the Agreement, which are alleged to have been violated, in clear and concise terms.
- (b) A meeting will then be held between the Director (or designate) and the Employee within five (5) working days. It is understood that at such a meeting the Director or their designate may have such counsel and/or assistance as they may desire. The Employee shall have a Steward and, if requested, the National Representative. The decision of the Director (or designate) shall be given, in writing, within five (5) working days following the meeting.

STEP 2:

Should the Director (or 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 within thirty (30) calendar days from the date a decision is rendered at Step No.1 or where a response is not provided in accordance with the timeline set out in Step No.1, except where the parties have agreed to an extension of timelines.

10.07

- (a) Failure to submit the grievance to arbitration within the timelines outlined above or failure to move the grievance to the next step will result in the grievance being deemed to have been abandoned.
- (b) Failure by the responding party to a grievance to deliver a decision within the timelines outlined above, will result in the grievance being referred to arbitration as provided in this Collective Agreement.

- 10.08 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.
- 10.09 Time allowances referred to above may only be extended by the mutual written consent of the parties.
- 10.10 No matter may be submitted to arbitration, which has not been properly carried through all Steps of the grievance procedure.
- 10.11 Where it appears that two (2) or more Employees have the same grievance, the Union shall process the grievances simultaneously at all levels of the grievance and arbitration procedures, subject to all applicable provisions under the grievance procedure, and all grievors will be listed on the grievance form.
- 10.12 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 1, 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.

10.13 AGENCY GRIEVANCE

The Union may institute a grievance, consisting of an allegation of a general misinterpretation or a violation by the Agency of this Agreement, in writing dated and signed at Step No. 1 by forwarding a written statement of said grievance to the Agency, 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 Union.

10.14 UNION POLICY GRIEVANCE

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

Article 11 – Arbitration

11.01 PROCESS FOR REQUESTING A GRIEVANCE BE SUBMITTED TO ARBITRATION

If either party is dissatisfied following receipt of the written response from the final Step in the grievance procedure, they shall, within thirty (30) calendar days following receipt of the said response, notify the other party that a grievance shall be submitted to arbitration. The notification shall be in writing, addressed to the other party, and shall contain the suggested names of arbitrators.

11.02 SOLE ARBITRATOR

- (a) The parties agree to the use of a sole Arbitrator. Should the parties be unable to agree on a sole Arbitrator within thirty (30) calendar days of referral the parties may request the Minister of Labour to appoint a sole Arbitrator.
- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

11.03 PAYMENT OF EXPENSES FOR ARBITRATION

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

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

11.05 All reasonable arrangements will be made to permit the Arbitrator to have access to any part of the Agency's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the functions of the Agency.

Article 12 – Discipline, Suspension and Discharge

12.01 UNJUST DISCIPLINE, DISCHARGE OR SUSPENSION MAY BE GRIEVED

In the event an Employee, who has completed probation, is disciplined, discharged or suspended from employment and the Employee feels that the discipline, discharge or suspension is unjust, the case may then be taken up as a grievance.

A discharge or suspension grievance shall proceed directly to Step 1 of 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 and after the Employee ceases to work for the Agency.

12.02 NO GRIEVANCE MAY BE FILED BY AN EMPLOYEE ON PROBATION

During the probationary period, an Employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Agency without the requirement to meet the threshold of Just Cause. Probationary Employees shall be notified of deficiencies in their work and provided and opportunity for improvement prior to being dismissed. No grievance shall be filed by a probationary Employee or the Union that the discipline or dismissal of a probationary Employee was not for just cause.

12.03 EMPLOYEES ENTITLED TO HAVE UNION STEWARD PRESENT AT DISCIPLINARY MEETINGS

When an Employee is called to a meeting with a representative of the Agency, at which discipline will be discussed, the Employee shall have a Union Steward present during the meeting.

12.04 AN EMPLOYEE MAY HAVE ACCESS TO HIS OR HER PERSONNEL FILE

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.

Notices of discipline or suspension shall be removed from the Employee's file eighteen (18) months after the occurrence of the issuance of the discipline.

Article 13 – Probation

- 13.01 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. The probationary period will be ninety (90) calendar days of continuous employment. The parties acknowledge and agree that this Article does not apply to internal movement as a result of the job posting provisions of this Collective Agreement.
- 13.02 A newly hired part-time Employee shall be known as a probationary Employee until the Employee has fully worked and successfully completed a probationary period of ninety (90) calendar days.
- 13.04 TIME OFF WHILE ON PROBATION

It is expressly understood that time off, without pay, for whatever reason will not count toward the probationary period contained herein and the probation period will be automatically extended by any such time off without pay.

Article 14 – Seniority

14.01 DEFINITION OF SENIORITY

- (a) 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.
- (b) An Employee on probation will not be placed on any seniority list until he or she has successfully completed the probationary period set out in Article 16. 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.
- (c) One seniority list shall be maintained for full-time Employees and one seniority list shall be maintained for part-time Employees. If a part-time Employee becomes a full-time Employee, 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. If a full-time Employee becomes a part-time Employee, then their seniority shall be converted to a number of hours worked on the basis that the Employee will receive 1950 hours of seniority for each full-time year worked with a pro rata amount for part years of seniority as a full-time Employee.

- (d) The Agency shall post and update the seniority list in January of each year. The Agency shall provide a copy of the seniority list to the Local Union in January of each year. In the event of layoff(s) or when changes are made to the seniority list, the Union shall be provided an up to date list.

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.

- (e) 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 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.

Article 15 – Layoff

- 15.01 Where a layoff is necessary, the Employer will notify the Union of the effects of a reduction on the level of programs that result in an impact to bargaining unit staff. The Employer further agrees to meet with the Union as soon as possible but in any event no less than two (2) weeks prior to notification being given to the affected Employee(s) to discuss the proposed layoff and provide an opportunity for the Union to make suggestions and recommendations. The Employer may give consideration to, but not be bound by, suggestions or recommendations put forward by the Union.
- 15.02 A layoff shall be defined as a reduction in the number of full or part-time positions (as defined in Article 3 – Definitions). The Employer shall notify the Local Union in writing of a pending layoff at the earliest possible date and in any event at least two weeks prior to layoff notification being given to the affected Employee(s).
- 15.03 In the event there are extenuating circumstances beyond the Employer's control that prevent giving two weeks' notice above, then the Employer will meet as soon as they are aware and will provide the reasons for shorter notice.
- 15.04 Should the layoff be, or become, indefinite, the Employer shall give notice in writing to the Employee(s) to be laid off. Such notice shall be in an amount of time equal to that laid out in the *Ontario Employment Standards Act, 2000* plus two (2) weeks for those Employees who have completed probation.

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

15.05 LAYOFF AND DISPLACEMENT

- (a) Layoffs shall be in order of reverse seniority, provided that the senior Employee retained or recalled has the necessary qualifications, skills, ability to perform the work efficiently and competently.
- (b) 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 that date within the bargaining unit.
- (c) The affected Employee(s) will be offered a choice of the following:
 - i) Be reassigned to a vacant position subject to Article 15.04, provided the Employee has the necessary skills, competence and efficiency and is able to perform the work of the position; or
 - ii) Displace the least senior Employee with lesser seniority in the same classification subject to Article 15.04; or
 - iii) Displace the least senior Employee in a different classification subject to Article 15.04; or
 - iv) Accept the layoff with the right of recall; or
 - v) Where the Employer indicates a permanent layoff, the Employee may choose to waive their recall rights and accept the permanent layoff in accordance with Article 18.03. In such cases, the Employee is deemed terminated and loses all seniority and right to recall.
- (f) All displacements are subject to the Employee having the necessary qualifications, skills, and ability to perform the work efficiently and competently.
- (g) The qualifications shall not be changed for the purpose of allowing or disallowing the displacement of a less senior Employee during the application of this Article.
- (h) New Employees shall not be hired until those laid off have been given an opportunity of recall provided that the Employee(s) on layoff and entitled to recall possess the requirements as outlined in Article 15.04.

15.06 RECALL

- (a) The Employer will recall Employees in order of seniority to vacant regular bargaining unit positions for which they have the necessary requirements, in accordance with Article 15.04, for a period of eighteen (18) months.

- (b) The posting procedure shall not apply until those laid off and entitled to recall in accordance with this Article have been given the opportunity to recall.
- (c) Notice of recall shall be sent by registered mail to the last known address of the Employee, who shall:
 - i) Notify the Agency of their intention to accept the recall and return to work within five (5) working days of being notified of recall; and,
 - ii) Return to work within ten (10) working days, or the start date as confirmed in the letter of recall if it is later than ten (10) working days from notification.

15.07 An Employee who has been on layoff for more than eighteen (18) months shall lose all rights of recall and seniority.

Where an Employee has been laid off in accordance with this Collective Agreement, and recalled within eighteen (18) months, the period of layoff shall not be included in determining the length of continuous service.

Article 16 – Loss of Seniority and Deemed Termination

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

- (a) Voluntary resignation; or
- (b) Retires or is retired; or
- (c) Discharged for cause and is not reinstated; or
- (d) Layoff in excess of eighteen (18) months; or
- (e) Absence from work for three (3) consecutive working days, without notifying the Agency, in which case such Employee shall be deemed to have quit the employ of the Agency without notice, unless a reasonable explanation for failing to notify is provided to the Agency; or
- (f) Failure to notify the Agency of an intention to return to work, within five (5) working days of being notified of recall by registered mail, or
- (g) Failure to return to work within ten (10) working days, or the start date of the position as confirmed in the recall letter if it is more than ten (10) working days, after being notified of recall by registered mail (unless the Employee is ill); or

- (h) Failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the Employee satisfactory to the Agency; or
- (i) An Employee engages in gainful employment without authorization while on an approved leave of absence.

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.

16.02 TRANSFERS OUTSIDE BARGAINING UNIT

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority within the bargaining unit. Such Employee will have the right to return, or may be returned by the Agency, to their position in the bargaining unit within three (3) months following the transfer out of the bargaining unit. If an Employee returns and their former position no longer exists, they shall be placed in a job consistent with their seniority, provided they possess the necessary skills, qualifications, competence and efficiency, and that the Employee is able to perform the work of the position. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

Article 17 – Job Postings

- 17.01 In the event that a new bargaining unit position is created in which there is not already an incumbent who is performing the existing duties, or when a vacancy occurs in an existing classification, or a contract or temporary vacancy occurs, the Agency will post such new position or vacancy for a period of seven (7) working days by e-mail to all Employees of the Agency. The Employer may choose to do an external and internal posting concurrently provided that bargaining unit applicants are given first consideration.
- 17.02 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.

It is understood that performance will be considered a required qualification for all internal applicants.

- 17.03 In the event two (2) or more Employees apply, the Agency shall consider the qualifications, skills, ability, 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) day of the posting, the Agency may consider applications for the vacancy from other applicants.
- 17.04 The Agency reserves the right to hire from the outside work force when there is no qualified applicant from the bargaining unit to perform the work required.
- 17.05 Within seven (7) working days of the date of an appointment to a vacant position, the name of the successful applicant will be communicated by e-mail to all Employees of the Agency.
- 17.06 The successful internal applicant will be placed on a trial period for a period of three (3) working months. The applicant will become permanent after the trial period unless:
- (a) The Employee, at any time within the trial period, reasonably determines that the Employee is not suitable for the position and wishes to return to the Employee's former position; or
 - (b) The Employer, at any time within the trial period, reasonably determines that the Employee is not suitable for the position and requires that the Employee return to the Employee's former position.
 - (c) In the event of either (a) or (b) above, the Employee will return to their former 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.
- 17.07 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, they shall receive the rate of their regular classification.

Article 18 – Labour Management Committee

- 18.01 There shall be a Labour Management Committee composed of up to two (2) representatives from the Union and up to two (2) representatives of the Employer. The function of the Committee shall be to discuss matters of mutual concern to the parties, including workload, and to make recommendations regarding these matters. It is understood and agreed that the Committee will not discuss grievances. The Committee shall meet quarterly provided there are agenda items submitted in advance and at times when it is convenient for both parties. It is understood that the Union Committee members will be paid for time spent at such meetings during their regular working hours.
- 18.02 An Agency representative and a Union representative shall be Joint Chairpersons of such meetings.
- 18.03 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.
- 18.04 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.
- 18.05 The Committee may make recommendations and suggestions to the Union and the Agency with respect to the discussions in Committee meetings.

Article 19 – Hours of Work and Scheduling

- 19.01 It is understood that this Article shall not be interpreted as a guarantee of regular 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 regular 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).
- 19.02 The work week for full-time Employees is thirty-seven and one half (37.5) hours per week exclusive of unpaid meal periods and shall be scheduled over a period worked Monday to Friday in each week.
- 19.03 The work week for part-time Employees shall be less than thirty-seven and one half (37.5) hours per week exclusive of unpaid meal periods and shall be scheduled over a period worked Monday to Friday in each week.
- 19.04 An Employee will be allowed two (2) paid rest periods of fifteen (15) minutes each and a minimum of one half (½) hour unpaid meal period during a full working day of seven and one half (7.5) hours.

19.05 Due to the nature of the work of the Agency, from time to time, some of these regular weekly hours may have to be worked during nights or weekends as required.

19.06 The regular weekly hours is referred to for the purposes of computing overtime.

Article 20 – Overtime

20.01 An Employee shall receive the Director's (or designate's) approval before working time in excess of regular hours, except in emergency circumstances.

20.02 Employees are expected to request "flex-time" where work outside their regular hours is required and will result in overtime being incurred. Such request shall be made in writing, to the Director (or designate) in advance.

20.03 An Employee who performs work in excess of seventy-five hours (75) hours in a two (2) week period, will be compensated by receiving time off (lieu time) at the rate of straight time.

20.04 LIEU TIME

(a) Lieu time shall be taken not more than ninety (90) days after the accumulation and before fiscal year end (March 31st) wherever reasonable.

(b) Lieu time shall be taken at a mutually convenient time. If the parties cannot agree on a mutually convenient time, the Agency will pay the Employee for all lieu time at the applicable overtime rate, for which they were earned.

(c) Notwithstanding clause (a), Employees will be able to bank up to thirty-seven and one half (37.5) hours in lieu time at any given time.

(d) Any lieu time accumulated by an Employee which has been approved by the Director (or designate) of the Agency and has not been used by the Employee at the cessation of the employment, however such cessation may have been caused, shall be paid out in full at such time.

Article 21 – Leaves of Absence

21.01 PROCESS FOR APPLYING FOR A LEAVE OF ABSENCE

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 two (2) weeks' advance notice, in writing, (except in cases of emergency) and provided that such leave may be arranged without undue inconvenience and disruption to the regular operations and programs delivered 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.

21.02 NO ACCRUAL OF BENEFITS DURING UNPAID LEAVE OF ABSENCE

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

21.03 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 Director to prepay the full premium to ensure continuing coverage.

21.04 ACCRUAL OF SENIORITY DURING PAID LEAVE OF ABSENCE

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

21.05 BEREAVEMENT LEAVE

When a death occurs in the immediate family of an Employee, such Employee shall be granted a leave of absence, with pay, for up to five (5) consecutive work days for the purposes of bereavement leave, to a maximum of up to ten (10) working days (paid) per fiscal year.

“Immediate family” shall be defined as father, mother, brother, sister, spouse, common-law spouse or same-sex partner, child and step-child, grandchild, siblings, grandparents, aunt, uncle, niece, nephew, spouse’s/partner’s parents, partner’s family or self-defined parent, co-parent, partner, common-law partner, child or self-defined family.

21.06 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. The Agency may grant additional bereavement leave time off, without pay, when requested by an Employee. Such request shall not be unreasonably denied. Vacation days can be accessed when the Employee determines it is necessary for additional days under this Article.

21.07 JURY DUTY LEAVE

The Agency will grant a leave of absence to an Employee who is called upon to serve as a juror in any court. The Agency will pay such an Employee his regular earnings up to a maximum of two (2) weeks provided the Employee signs over their jury fees (excluding any amount received for mileage and meal allowance) to the Agency. The Agency will continue the Employee's regular wage payments during the leave. 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.

21.08 PAY DURING LEAVE OF ABSENCE FOR UNION WORK

An Employee shall receive the wages and benefits provided for in this Agreement when on a 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. The Union shall reimburse the Employer within sixty (60) days of receiving an invoice.

21.09 The Employer shall grant a leave of absence without pay for up to two (2) Employees to attend Union conventions or seminars of up to ten (10) working days in total for all Employees per calendar year, provided that at least two (2) weeks of notice is given to the Employer and such leave of absence does not unduly interfere with the operations of the Employer.

It is understood that due to the size of the Agency providing extended leaves of absence or leaves to multiple Employees at the same time generally will pose interference with the operations of the Employer.

21.10 EDUCATION LEAVE

An Employee who wishes to continue their education may submit a written request for flexible work arrangement (e.g., flexible working hours, staggered hours, a compressed work week), reduced hours or unpaid leave of absence. The Director 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. Such request shall not be unreasonably denied. It is understood that approval in one instance does not create a precedent in other requests.

Article 22 – Sick Leave

- 22.01 All full-time, part-time and contract 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.
- 22.02 Sick leave for full-time Employees, who have completed probation, is earned at a rate of one and one quarter (1¼) days per month. Full-time Employees are provided with fifteen (15) sick days at the beginning of each fiscal year and may be used in advance.
- 22.03 Part-time and contract Employees earn sick leave on a pro-rated basis.
- 22.04 Employees on probation earn sick leave at a rate of one and one quarter (1¼) days per month. Once probation is complete, they will be provided with sick leave in accordance with Article(s) 22.02 or 22.03 above, minus any time they have taken under this Article.
- 22.05 Carry-over of up to five (5) days of sick time is permitted in each year to a maximum of ten (10) days carryover which shall constitute the employees' sick bank. The sick bank contemplated in the Article shall be utilized only after an Employees sick leave as per Article 22.02 has been exhausted.
- 22.06 For sickness of three (3) working days or more, an Employee may be required 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.
- 22.07 In the event of sickness, all Employees are required to contact the Director (or designate) on the said sick day prior to the commencement of the work day and in accordance with the reporting policy and/or directives of the Agency.

22.08 MEDICAL APPOINTMENTS

Routine medical appointments are expected to be arranged on the Employee's own time or by using other compensatory time off (e.g., vacation, lieu, etc.). Time to attend routine medical appointments will not be considered sick time for the purposes of this Article.

Routine medical appointments include regular check-ups, massage therapy, physiotherapy, etc.

22.09

- (a) If employment is terminated, for whatever reason, and an Employee has taken more sick leave than has been earned, such overpayment will be recovered from any monies owing to the Employee.
- (b) The Employer does not pay Employees for accumulated and unused sick leave credits when their employment ends, for whatever reason and sick leave credits have no cash value.

22.10 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.

Employees are required to inform the Employer, immediately and without delay, should a workplace accommodation be required. Employees are also required to provide necessary information and to provide full cooperation as deemed necessary in efforts to accommodate in accordance with this Article.

Article 23 – Pregnancy, Parental & Adoption Leave

23.01 Pregnancy, Parental and Adoption Leave

Unless otherwise amended herein, Pregnancy, Parental and Adoption leave will be granted, without pay, in accordance with the *Ontario Employment Standards Act, 2000*.

(a) Pregnancy Leave

- i) Pregnancy Leave shall be granted for up to seventeen (17) weeks, which may begin no earlier than seventeen (17) weeks before the expected birth date.
- ii) If possible, the Employee shall give the Employer at least two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence.

- iii) The Employee must have started employment at least thirteen (13) weeks prior to the date of birth.
- iv) The Employee shall endeavour to give four (4) weeks' notice of her intention to return to work from Pregnancy Leave but is not required to do so. If notice of intention to return to work is not provided, the Employer is to assume that she will take the full period of leave she may be entitled to.
- v) During the period of leave, the Employee may continue benefit coverage, provided the carrier permits, and the benefit premiums during this period shall be paid in the same manner as previous to the leave.
- vi) An Employee who wishes to change their return to work date to earlier or later than what is provided under the *Ontario Employment Standard Act, 2000* or does not intend to return to work at all, must give the Employer at least four (4) weeks' written notice. The Employee will be returned to her former job if it still exists or to a comparable job in the event that her former job has been eliminated.
- vii) Upon expiry of the seventeen (17) weeks Pregnancy Leave, an Employee may immediately commence Parental Leave, as provided under the Parental Leave provisions of this Agreement. The Employee shall give the Employer at least two (2) weeks' notice in writing that she intends to take Parental Leave.
- viii) Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the *Ontario Employment Standards Act, 2000* shall continue and seniority shall accumulate during the leave.

(b) Parental/Adoption Leave

- i) An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.

- iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For Employees on pregnancy leave, parental leave must begin immediately after the pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the Employee also took pregnancy leave and up to thirty-seven (37) weeks in duration if they did not.
- iv) The Employee shall give the Employer two (2) weeks' notice, in writing, of the commencement of parental or adoption leave of absence unless, in the case of adoption leave, they are prevented from doing so by reason of the child coming under the care earlier than expected.
- v) During the period of leave, the Employee may continue benefit coverage, provided the carrier permits, and benefit premiums during this period shall be paid in the same manner as previous to this leave.
- vi) 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 two (2) weeks prior to the end of their leave. The Employee will be returned to their former job if it still exists, or to a comparable job in the event that their former job has been eliminated. An Employee who wishes to change their return to work date must give the Employer four (4) weeks' written notice.
- vii) Credits for service for the purpose of salary increments, vacation or any other benefit included and prescribed under the *Ontario Employment Standards Act, 2000* shall continue and seniority shall accumulate during the leave.

23.02 Vacation entitlement may be added to pregnancy, parental or adoption leave if the Employee so requests in advance and such request is approved in advance and in writing.

Article 24 – Pay Days and Pay Cheques

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

Article 25 – Paid Holidays

25.01 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 March 31st)

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday (August)

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

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

All future statutory holidays provided through legislation shall be added to the LIST of PAID HOLIDAYS above.

25.02 ADDITIONAL PAID DAYS

A day to celebrate Black History Month (to be taken prior March 31) and the days between Boxing Day and New Year's Day.

One (1) Personal Paid Leave (PPL) day per calendar year.

Employees shall be entitled to take up to three (3) days, two (2) of which shall be without pay, per fiscal year to observe religious holidays.

25.03 Holiday pay for part-time Employees, or any Employees working on less than a full-time basis, will be calculated as follows:

All of the regular wages earned by the Employee in the four (4) work weeks before the work week with the public holiday plus all of the vacation pay payable to the Employee with respect to the four (4) work weeks before the work week with the public holiday, divided by twenty (20). (Note: regular wages do not include any overtime or premium pay payable to an Employee).

25.04 PAYMENT FOR AUTHORIZED WORK ON A HOLIDAY

Authorized work performed on a paid holiday will be paid for at the rate of one and one half (1.5) times the Employee's regular rate of pay in addition to holiday pay, where applicable.

25.05 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.

25.06 In the event that a holiday falls during an Employee's vacation period, the Agency shall have the option to give the eligible Employee an extra day off, with pay, either at the beginning or at the end of the vacation or one (1) day's pay based on his regular rate of pay for that day.

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

Article 26 – Vacation

26.01 VACATION ENTITLEMENT

All full-time Employees, who have completed their probationary period and have been working with ACCHO:

- (a) More than seven (7) years of continuous service will receive five (5) weeks paid vacation.
- (b) Less than two (2) years of continuous service will receive two (2) weeks' vacation;
- (c) More than two (2) years and less than four (4) years of continuous service will receive three (3) weeks' vacation;
- (d) More than four (4) years of continuous service will receive four (4) weeks' vacation.

26.02 Part-time Employees, who have completed their probationary period, will receive the prorated equivalent of above based on both their full-time equivalent (FTE) and one (1) year equaling one-thousand nine-hundred and fifty (1950) hours.

26.03 All other Employees, who have completed their probationary period, will receive vacation entitlements as set out in the *Ontario Employment Standards Act, 2000*.

26.04

- (a) An Employee's vacation entitlement shall be earned based on an Employee's anniversary date with the Agency, however the vacation period is aligned with the fiscal year (April 1 to March 31) and prorated accordingly.
- (b) Employees are provided with annual vacation entitlement at the beginning of each fiscal year.

26.05 SCHEDULING OF VACATIONS

Vacations will be scheduled following a written request by the Employee, at least two (2) weeks in advance, to take vacation and with the approval of the Director (or designate). Approval will take into consideration the needs of the organization and the scheduling preferences based on seniority.

Subject to approval in writing by the Director (or designate), an Employee shall be allowed to carry over up to five (5) days of vacation in each year. It is understood that any carryover must be taken ninety (90) calendar days into this second year.

26.06 PAYMENT FOR UNUSED VACATION ON TERMINATION OF EMPLOYMENT

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

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

26.07 HOSPITALIZATION DURING VACATION

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 Director (or designate) as soon as possible, and that a medical note will be required in such instances.

Article 27 – Health and Safety

- 27.01 The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness.
- 27.02 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 27.03 The parties agree to participate in the Joint Health and Safety Committee established by the Black Coalition for AIDS Prevention. The Employer recognizes the right of the Union to appoint at least one (1) Employee as a representative to such Committee.

Should the Employer cease to share office space with the Black Coalition for AIDS Prevention, the parties will meet to negotiate a mutually agreeable process to ensure the health and safety of all Employees.

Article 28 – General Conditions

28.01 RETIREMENT

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

28.02 NO PYRAMIDING

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

28.03 BULLETIN BOARD

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

28.04 DISABILITY PROVISION

Any regular Employee who has become unable to perform the 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 20, nor could such Employee displace an Employee as a result of this Article.

28.05 STAFF DEVELOPMENT

- (a) Each Employee will be provided with a professional development allowance of up to seven hundred fifty dollars (\$750) per fiscal year which may be used toward the costs of approved conferences, workshops or related courses with the prior approval of the Director (or designate), and provided any requirements are met (e.g., successful completion, requirement to pass, submission of grades and invoices, etc.).
- (b) Employees will be paid for time required to do so. Such paid time will not exceed seven and one half (7.5) hours per day.
- (c) Time required away from the office to attend courses cannot unduly affect the operations of the organization. The decision as to whether there is an effect on the operations of the organization is at the discretion of the Director (or designate).
- (d) The training conference, workshop or job-related course must relate to the Employee's position with the Agency and be beneficial to the organization.
- (e) If a conference or workshop takes place on a holiday or weekend, the Employee must request flex time and where possible flex their schedule to avoid the need to request to incur overtime. Approval from the Director (or designate) is required in advance for flexing an Employee's schedule and/or to incur overtime.
- (f) For conferences a verbal report shall be provided to the staff team and a verbal report shall be made to the Director (or designate) within an appropriate time frame.
- (g) There is no carry-over or accumulation of staff development funds in accordance with this Article and nothing in this Article shall be construed as a guarantee of approval or a guaranteed minimum amount of development funds for any individual Employee.

- (h) Staff development funds are subject to the Agency’s financial position and ability to provide same within any given fiscal year.

Where funds are not available, the Agency will notify the Union.

Article 29 – Employee Benefits and Allowances

29.01 AUTOMOBILE ALLOWANCE

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, or such amount as is set by the funder, whichever is greater.

29.02 PUBLIC TRANSPORTATION AND TAXIS

- (a) The Agency will also provide Employees who are required to travel on behalf of the Agency the appropriate fare for public transit where the Employee has incurred such expense.
- (b) Where an Employee requires transportation by taxi for Agency-related business, the Employee will first request the permission of the Director (or designate) in advance and where approved will be provided a taxi chit. Where a taxi chit is not provided but the expense is approved the Employee will be required to submit a receipt for reimbursement of such approved expense.
- (c) Employees are expected to use the means of transportation most cost-effective in the circumstances.

29.03 DAILY MEAL EXPENSE CLAIM

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

Breakfast	Ten dollars	(\$10.00)
Lunch	Fifteen dollars	(\$15.00)
Dinner	Twenty-five dollars	(\$25.00)

For meal claims, the actual amount must be claimed if it is under the maximum allowable expense. If the meal amount is over the maximum allowable expense, then the maximum can be claimed. All original itemized receipts must be included; credit or debit slips will not be accepted. The Employer does not provide reimbursement for alcoholic beverages.

29.04 HEALTH CARE BENEFITS

- (a) All full-time and part-time Employees (working 22.5 hours or more per week) are eligible to join the Group Benefit Plan after completing the probation period. It is agreed that no member of the bargaining unit, at the time of ratification of this Agreement, shall lose existing benefit coverage unless their hours drop below fifteen (15) hours per week.
- (b) Employees must apply within thirty-one (31) days of completing probation by completing the forms as required for enrolment.
- (c) The Agency will pay 100% of the costs of premiums for all eligible Employees of the existing Health Care Benefits plan.
- (d) The Agency will provide the same Group Benefit Plan as the Black Coalition for AIDS Prevention (“Black CAP”) and will be party to such discussions with Black CAP, subject to changes with respect to the Trustee relationship between Black CAP and ACCHO. Should the relationship between ACCHO and Black CAP change such that the Agency is unable to provide the group benefits outlined above, the parties will meet to negotiate a mutually agreeable manner to provide extended health benefits for Employees.
- (e) Health care benefit coverage shall not be reduced from what is provided in the new plan that shall take effect in July 2018 unless negotiated otherwise between the Union and the Employer. If during the term of this agreement the cost of benefits rise to a level that proves to be unsustainable, the parties shall meet immediately (including the CUPE National Representative) to work toward a resolution.

Article 30 – Wages

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

Retroactive to April 1, 2022 to all Employees – 2.5%

April 1, 2023 – 2%

April 1, 2024 – 2%

30.02 The retroactive payments owed pursuant to this Article shall be made to all Employees within thirty (30) days of ratification to all Employees.

Article 31 – Duration

This Agreement shall come into force on the date of ratification and continue to be in effect up to and including March 31, 2025 and shall remain in effect from year to year thereafter.

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.

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

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 18 day of November, 2024.

Canadian Union of Public Employees
and its Local 3697



ETSEGENET CHUFO (Dec 5, 2024 21:03 EST)

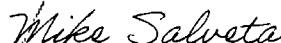


Robin Silverman (Dec 3, 2024 19:19 EST)

African and Caribbean Council on
HIV/AIDS in Ontario (ACCHO)



November 18, 2024



Schedule A – Wage

Effective April 1, 2022 – 2.5%

Position	Start Rate	After 12 Months	After 24 Months	After 36 Months	After 48 Months
Administrative Coordinator	\$47,883.24	\$48,474.39	\$49,065.55	\$49,656.69	\$50,247.85
Learning & Development Specialist	\$51,846.55	\$52,238.89	\$52,630.68	\$53,025.30	\$53,423.00
Communication Specialist	\$52,843.88	\$53,243.63	\$53,643.38	\$54,065.68	\$54,450.05
Capacity Building and Community Development Coordinator	\$53,203.60	\$53,794.75	\$54,385.91	\$54,977.05	\$55,568.20
Research Coordinator	\$53,203.60	\$53,794.75	\$54,385.91	\$54,977.05	\$55,568.20
Volunteer/Programs Assistant	\$21.29	\$21.57	\$21.86	\$22.16	\$22.45

Effective April 1, 2023 – 2%

Position	Start Rate	After 12 Months	After 24 Months	After 36 Months	After 48 Months
Administrative Coordinator	\$48,840.91	\$49,443.88	\$50,046.86	\$50,649.82	\$51,252.80
Learning & Development Specialist	\$52,883.48	\$53,283.67	\$53,683.29	\$54,085.81	\$54,491.46
Communication Specialist	\$53,900.75	\$54,308.50	\$54,716.24	\$55,146.99	\$55,539.05
Capacity Building and Community Development Coordinator	\$54,267.67	\$54,870.64	\$55,473.62	\$56,076.59	\$56,679.57
Research Coordinator	\$54,267.67	\$54,870.64	\$55,473.62	\$56,076.59	\$56,679.57
Volunteer/Programs Assistant	\$21.72	\$22.00	\$22.30	\$22.60	\$22.90

Effective April 1, 2024 – 2%

Position	Start Rate	After 12 Months	After 24 Months	After 36 Months	After 48 Months
Administrative Coordinator	\$49,817.73	\$50,432.76	\$51,047.80	\$51,662.82	\$52,277.86
Learning & Development Specialist	\$53,941.15	\$54,349.34	\$54,756.95	\$55,167.52	\$55,581.29
Communication Specialist	\$54,978.77	\$55,394.67	\$55,810.57	\$56,249.93	\$56,649.83
Capacity Building and Community Development Coordinator	\$55,353.02	\$55,968.05	\$56,583.10	\$57,198.13	\$57,813.16
Research Coordinator	\$55,353.02	\$55,968.05	\$56,583.10	\$57,198.13	\$57,813.16
Volunteer/Programs Assistant	\$22.15	\$22.44	\$22.75	\$23.06	\$23.35

LETTER OF UNDERSTANDING # 1

Bargaining Unit Work and Management/Volunteers

The Union and the Employer recognize certain circumstances where, based on program needs and available resources, Management, staff and volunteers undertake work that would normally be classified as bargaining unit work. It is agreed that this practice will remain in effect but will not be expanded beyond what is current at the time of ratification of this Agreement, without consultation with the Union.

AGREED to the on this 18 day of November, 2024.

Canadian Union of Public Employees
and its Local 3697



ETSEGENET CHUFA (Dec 5, 2024 21:03 EST)



Robin Silverman (Dec 3, 2024 19:19 EST)

African and Caribbean Council on
HIV/AIDS in Ontario (ACCHO)



November 18, 2024



LETTER OF UNDERSTANDING #2

Registered Retirement Savings Plan (RRSP)

The Employer recognizes the importance of retirement savings and will endeavour to assist Employees in establishing and contributing to their retirement savings in a matching capacity.

The Employer agrees to make contributions to eligible Employees to Registered Retirement Savings Plans set-up by the Employee. The provisions of the Plan are as follows:

- (a) Regular Employees, both full-time and part-time (working 22.5 hours or more per week), who have completed a full calendar year of employment (Jan. 1 – Dec. 31), will be eligible to participate in the RRSP Plan; and,
- (b) The Employer's contribution will amount to one thousand (\$1,000.00) annually for each full-time Employee and five hundred (\$500.00) annually for each part-time Employee; and
- (c) The RRSP contribution will be paid in January of each year; and,
- (d) The RRSP contribution must be deposited directly into an RRSP account and, as such, no cash payment will be made directly to any Employee.

It is understood that the Employee is responsible to provide all the necessary information with respect to a Registered Retirement Savings Plan (RRSP) account in order for the Employer to make a direct contribution to the plan.

It is understood that an Employee on an unpaid leave of absence 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.

It is understood and agreed that this plan shall continue to be in effect until March 31, 2025, at which time it shall expire.

AGREED to the on this 18 day of November, 2024.

Canadian Union of Public Employees
and its Local 3697



ETSEGENET CHUFA (Dec 5, 2024 21:03 EST)



Robin Silverman (Dec 3, 2024 19:19 EST)

African and Caribbean Council on
HIV/AIDS in Ontario (ACCHO)



November 18, 2024

Mike Salveta

LETTER OF UNDERSTANDING #3

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 days (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 one (1) representative of the Employer and up to one (1) representative of the Union.

The parties further agree and understand that because the ACCHO is included in the Black Coalition for AIDS Prevention (BLACK CAP) benefit plan the parties will work together and each agency may have up to two (2) Employer representatives and two (2) Union representatives and consultants as necessary.

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.

AGREED to the on this 18 day of November, 2024.

Canadian Union of Public Employees
and its Local 3697



ETSEGENET CHUFA (Dec 5, 2024 21:03 EST)



Robin Silverman (Dec 3, 2024 19:19 EST)

African and Caribbean Council on
HIV/AIDS in Ontario (ACCHO)



L. Brown O'Sullivan (Nov 19, 2024 13:04 EST)



LETTER OF UNDERSTANDING #4

Child Care Allowance

The Employer may reimburse Employees for child care expenses arising from working extended hours (i.e., outside of regularly scheduled work hours) or from overnight travel, but may be limited to do so, from time to time, based on the availability of funds.

If travel or working extended hours are an expected part of the Employee's regular job duties, there is no reimbursement for child care expenses. Where working extended hours or overnight travel is required, a request for reimbursement of child care expenses for a dependent child may be permitted under the following circumstances:

- a) if working extended hours or travel is occasional or unexpected, and,
- b) if the employee incurs expenses above and beyond the usual costs for child care as a direct result of working extended hours or travel.

In these situations, an Employee may be reimbursed for actual costs up to a maximum fifty dollars (\$50.00) per day, pro rated, or fifty dollars (\$50.00) per night for overnight travel.

Prior approval for reimbursement of child care expenses in accordance with this Article is required, and a written explanation of the circumstances may be required. A receipt must also be submitted as proof of expense.

A dependent child is a child under the age of sixteen (16) who is in the care of the Employee at the time of travel.

ACCHO does not provide subsidies for pet care.

AGREED to the on this 18 day of November, 2024.

Canadian Union of Public Employees
and its Local 3697

African and Caribbean Council on
HIV/AIDS in Ontario (ACCHO)



Etssegenet Chufo (Dec 5, 2024 21:03 EST)



November 18, 2024



Robin Silverman (Dec 3, 2024 19:19 EST)

Mike Salveta


LETTER OF UNDERSTANDING #5


WAGE RE-OPENER

Should the Employer receive funding during the duration of this Collective Agreement that can in whole or part be applied to wages, benefits improvement or pension or savings plan, the Employer and the Union will meet in good faith to discuss the allocation of such funding.

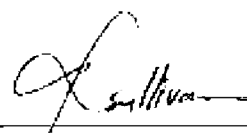

AGREED to the on this 18 day of November, 2024.

Canadian Union of Public Employees
and its Local 3697


Etsegenet Chufo (Dec 5, 2024 21:03 EST)


Robin Silverman (Dec 3, 2024 19:19 EST)

African and Caribbean Council on
HIV/AIDS in Ontario (ACCHO)

 November 18, 2024


Signature: Mike Salveta
Mike Salveta (Nov 18, 2024 13:55 EST)

Email: msalveta@pivotalolutions.com