

**AMNESTY
INTERNATIONAL**



unifor

COLLECTIVE AGREEMENT

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1. INTRODUCTION

This Collective Agreement is entered into between Amnesty International Canadian Section (English Speaking) [AICS(ES)] (hereinafter referred to as the ("Employer")) and Unifor Local 567 (hereinafter referred to as the ("Union")). The purpose of this Agreement is to provide orderly collective bargaining relations, and to establish and maintain relations between the Employer and the Employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to recognize the mutual value of joint discussions and negotiations in matters pertaining to the improvement of working conditions, scale of wages, employee benefits and other employment-related matters.

The parties agree to administer this Collective Agreement in good faith and in a fair and reasonable manner.

1.1 CORE VALUES AND PRINCIPLES

Amnesty International Canadian Section (English-Speaking) is steadfast in its dedication to anti-racism and anti-oppression as fundamental principles guiding our operations. This commitment permeates all facets of our organization, including our communications, recruitment practices, and workplace culture.

We recognize and value the contributions of every individual staff member at AICS(ES). We understand that systemic discriminatory and oppressive practices can impede our staff from fully engaging in a manner that reflects, their capabilities, experiences, and expertise. These barriers do more than diminish individual contributions; they also restrict participation across all levels of our organization, especially in leadership roles.

In our efforts to advance human rights, we continuously strive to incorporate diverse and non-dominant perspectives in our internal and external work. The inclusion of diverse voices is crucial for enhancing our capacity to champion human rights universally.

AICS(ES) is committed to transforming our workplaces into environments where every person's opinion, views, and ideas are respected and valued. By prioritizing the well-being and job



satisfaction of all employees, we are actively working towards becoming an anti-racist, anti-oppressive, and decolonized organization in every aspect of our operations and communications.

As a settler organization we acknowledge that we work on the traditional territories of many diverse Metis, Inuit and First Nations peoples, many of whom call these lands home today. We recognize the ongoing impacts of colonization foundational to Canada, from which the organization benefits, even as Indigenous Peoples continue to suffer these legacies. In response, we are committed to decolonizing our methods and practices and to adopting the principles of reconciliation and the calls to action of The Truth and Reconciliation Commission of Canada.

We acknowledge that the vestiges of colonialism, white supremacy, and discrimination are interwoven into the fabric of our society and, by extension, our organization. These issues demand our persistent attention and action.

The endeavor to enhance our organization is continuous and a critical priority. It is part of a broader journey towards creating a workplace that truly reflects our core values—that all human beings are equal in dignity and rights. This journey is not only necessary but also a dynamic process of organizational learning and transformation, through which real change is possible.

1.2 SCOPE OF AGREEMENT

With the exception of all positions fulfilling management functions, casual employees, paid interns, -fellowships, students, volunteers, and any other work or learning placements funded by third parties, all employees shall from the first day of employment be members of the Union and receive all the benefits and protections provided under the Collective Agreement. The Employer shall require this as a condition of employment.

Conversely, no employee, subject to this agreement, shall be required or permitted to make any written or verbal agreements with the Employer or its representatives that may conflict with or undermine the terms of this Collective Agreement.

Union Stewards, recognized as representatives of the Union, play a vital role in promoting the interests of the members by monitoring and enforcing the application of the Collective Agreement's terms. They serve as the first point of contact for members' grievances and work directly with management to resolve workplace issues in a manner consistent with the rights and obligations outlined in the Collective Agreement. The Employer agrees to recognize the designated Union Stewards and to not impede them in the performance of their duties during working hours, provided that such activities do not disrupt normal business operations.



1.3 DEFINITIONS

Family and Dependents

For the purposes of this Collective Agreement, a "dependent" includes:

Spouse: A person of any gender who is in a domestic partnership with an employee, having lived together continuously for a period of not less than one year.

Domestic Partner: A person of any gender who lives with the employee in a stable relationship but may not legally qualify as a spouse.

Children: Including biological, adopted, step, or foster children who are under the age of majority in their place of residence, or children of any age who are dependent on the employee due to physical or mental disability.

Parents: Including biological, adoptive, stepparents of the employee, or individuals who stood in loco parentis to the employee when the employee was a child, who are financially emotionally or physically dependant on the employee.

Other Relatives: Other family members related by blood or marriage who are financially emotionally or physically dependant on the employee, or for whom the employee is the primary caregiver.

This definition is intended to recognize and accommodate the diverse family structures and dependencies that exist within our workforce, ensuring that all employees receive equitable consideration under this agreement.

Manager

Wherever the term "manager" appears in this Agreement it is understood to extend to a Director, a Manager, the Executive Director or the Secretary General depending on the particular employee's reporting relationship. This recognizes all managerial roles and the role these positions play in overseeing staff and executing organizational policies.

Employment Groups

AICS(ES) recognizes three (3) employment groups for salary administration purposes:

1. **Permanent Employees** - employees holding permanent positions
2. **Contract Employees** - employees holding short term (6 to 24 months-) contract positions
3. **Casual Employees/Paid Interns** - Casual employees and paid interns are persons hired to provide short-term assistance (6 months or less) to permanent or contract employees and/or management in areas of already existing work.



Casual employees, paid interns or fellowships, students, volunteers and any other work or learning placements funded by third parties are not considered members of the Union and are not subject to the terms, benefits and conditions of this Agreement. Their terms of employment fall within the Employment Standards Act as applicable of the applicable province.

2. UNION-EMPLOYER RELATIONS

2.1 BARGAINING AGENT AND UNION SECURITY

The Employer recognizes Unifor Local 567 as the sole and exclusive bargaining agent for all Employees, with the exception of all other positions fulfilling management functions, casual employees, paid interns, volunteers, fellowships, or students, and any other work or learning placements funded by third parties, and others expressly excluded from membership in the bargaining unit by prior agreement with the Union.

No employee, subject to this agreement, shall be required or permitted to make a written or verbal agreement with the Employer or its representative that may conflict with the terms of this Collective Agreement.

The Employer shall require as a condition of employment that each non-management permanent or contract employee of 6-24 months be a member of the Union.

New employees will be given up to 1.5 hrs (which can be split in two meetings) with a representative of the union for the purpose of reviewing the collective agreement and orientation to the role of union in our workplace.

2.2 MANAGEMENT RIGHTS

The Union recognizes that the management, supervision and direction of the workplace is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited in this Agreement. The employer retains the exclusive right to:

- manage its affairs and operations,
- establish, make, alter and enforce from time-to-time reasonable rules and regulations, policies, procedures and practices to be observed by employees, and/or that are necessary for the operation provided that they are not inconsistent with the provisions of this Agreement,



- the right to direct its work forces, including, but without restriction the generality of the foregoing, the right to hire, layoff, transfer, classify, promote, demote, discharge and recall employees,
- set work schedules, determine types and locations of equipment used,
- set work methods or processes,
- sub-contracting of work,
- select employees for positions excluded from the bargaining unit,
- eliminate bargaining unit positions and/or jobs, suspend or otherwise discharge employees for just cause, provided that a claim that an employee has been unfairly suspended, disciplined or discharged may be the subject of a grievance and shall be dealt with in accordance with the grievance provisions of this Collective Agreement.

2.3 DUES DEDUCTION

The Employer shall deduct from each Employee's bi-weekly earnings the Union membership dues to be remitted to the Union no later than the 10th day of each month. The Union shall inform the Employer in writing of the Union membership dues to be deducted.

The Employer shall, at the time of issuing T-4 statements of income for income tax purposes, include the amount paid by each member to the Union for the period covered.

3. WORK CONDITIONS

3.1 NORMAL WORKING HOURS

Recognizing the global nature of our operations and the necessity for flexibility to collaborate with activists, volunteers, and partners who operate across various time zones, the following guidelines for working hours are established:

Standard Workweek: The standard workweek for all full-time employees will consist of five (5) days, totaling 37.5 hours per week. Each workday is structured as 7.5 hours, excluding a 30-minute lunch break.

Flexible Scheduling: To accommodate the diverse needs of our global partnerships and the non-traditional hours often required by our work, employees are encouraged to establish their specific



working hours in consultation with their immediate supervisor. This flexibility ensures that employees can be available during optimal times for both internal collaboration and external engagement.

Part-Time Employees: Working hours for part-time employees will be clearly described in their terms and conditions of employment or their individual employment contracts, with consideration given to the flexible needs of their roles.

Availability: Employees are expected to be available for work during their established working hours unless otherwise agreed upon with their supervisor. This structure ensures that all team members are accessible when needed, promoting effective communication and operational efficiency.

This approach to working hours supports our commitment to a dynamic and responsive work environment, facilitating our ability to react promptly to the needs of the communities we serve and the activists we support.

Standard Working Hours: employees are required to work within the standard operating hours of 7AM to 6 PM from Monday to Friday. No employee shall be required or permitted to work outside of these hours, including early morning before 7:00 AM or late evening after 6:00 PM, unless specifically authorized by management in exceptional circumstances or for maintaining operational flexibility for exceptions to hours worked outside 7 AM - 6 PM with prior authorization.

Job Required Travel

Time spent travelling on AICS(ES) business is considered a part of normal working hours whenever it occurs and should be scheduled accordingly. If time spent travelling results in the employee working more than 37.5 hours per week, the employee may take time off in lieu or this overtime will be paid at the employee's regular hourly rate.

3.2 JOINT HEALTH AND SAFETY COMMITTEE

OCCUPATIONAL HEALTH AND SAFETY

AICS(ES) is vitally interested in the health and safety of its employees and office volunteers. Protection of employees and office volunteers from **physical and psychological** injury or occupational disease **remains a priority**. AICS(ES) will make every effort to provide a safe, healthy



work environment in its offices and will abide by the provisions of the Ontario Occupational Health and Safety Act and relevant legislation in other provinces.

Amnesty International Canada is dedicated to a pluralistic workplace and the inclusion of diverse backgrounds and experiences. In doing so, the employer strives to ensure the mental health and well-being of all employees. The Employer shall take every reasonable precaution in the circumstances for the protection of a workers' mental and physical well-being. An integral part of the health, safety and wellness for all employees is to ensure an antiracist and anti-oppressive environment that incorporates fairness and justice.

It is agreed that both the Employer and Union shall cooperate to the fullest extent possible in the prevention of accidents, in promotion of health and safety for all employees, and in maintaining an anti-racist and anti-oppressive environment.

The Employer and Union shall cooperate in addressing any intentional or unintentional acts of oppression towards an individual or a group of people that creates barriers to access or participation on the basis of personal or group characteristics including the legally protected grounds where applicable under the Canadian Human Rights Act and provincial Human Rights Code such as race, colour, ancestry, ethnic origin, place of origin, citizenship, creed (religion), age, gender identity, gender expression, sex (including pregnancy), sexual orientation, marital status, family status, disability, receipt of public assistance, record of offences in all aspects of its operation and at all levels of the organization.

In the promotion of the employees' health and wellness the Employer may permit an unpaid leave for the employee's well-being that includes, but is not limited to cultural gatherings, retreats, sweat lodges for Indigenous members, or LGBTQ/non-binary support groups, etc. to develop tools to cope with stresses associated with discrimination, daily marginalization and oppression.

Anti-Oppression is the work of actively challenging and removing oppression perpetuated by power inequalities in society, both systemic oppression and individual expressions of oppression.

Oppression is the use of power or privilege by a socially, politically, economically, or culturally dominant group (or groups) to disempower (take away or reduce power), marginalize, silence or otherwise subordinate another social group or category.

The organization will maintain a Joint Occupational Health and Safety Committee as per relevant legislation. The Committee can be contacted at johsc@amnesty.ca

For full Terms of Reference see Appendices.



3.3 LABOUR MANAGEMENT COMMITTEE

Mandate

The Labour Management Committee is comprised of representatives from both management and the Union, working together to foster a workplace environment that respects and promotes the interests and well-being of all employees.

The parties agree that the Labour and Management Committee ('the Committee') shall meet for the following purposes:

- To provide a venue for strengthening communication between employees and Management
- To address workplace changes in a collaborative and proactive manner by responding to and anticipating issues impacting on the workplace including systemic workload management issues for teams and job roles
- To act as appropriate by referring the matter to an existing procedure, recommending a new process on an ad-hoc basis, or proposing that no further action is required at this time
- To facilitate resolution of workplace conflict that can be handled by informal discussion

The mandate of the committee does not include any discussion of grievances, the drafting of Letters of Agreement, or addressing any issues that are part of the collective agreement bargaining process.

For full Terms of Reference see Appendices.

3.4 HARASSMENT AND DISCRIMINATION

AICS(ES) will not tolerate harassment or discrimination in the workplace. The Employer will maintain a Workplace Harassment and Discrimination Policy.

No Discrimination or Harassment

(a) The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced toward any Employee in respect of their employment, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability as these terms are defined by the Ontario Human Rights Code. Furthermore, the Employer and the Union agree that their representatives and employees will adhere to the provisions contained in the Ontario Human Rights Code, the Ontario Occupational Health & Safety Act, the British Columbia Page 2 of 8 Human Rights Code and the British Columbia Occupational Health and Safety Regulation as amended.



(b) The Parties agree that there shall be no bullying or harassment in the workplace. Bullying and harassment includes behaviour that is known or ought reasonably to be known:

- to be unwelcome;
- to be likely to create an intimidating or hostile work environment, and/or;
- to be intimidating, offensive, denigrating, degrading or humiliating

(c) The Parties agree that there shall be no sexual harassment in the workplace. Sexual harassment is defined as comments or conduct of a sexual nature directed at an individual or group by another individual or group where it is known, or reasonably ought to be known, that the comment or conduct is unwelcome.

(d) There shall be no reprisal nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participation in any capacity in proceedings based on this Article. Any such reprisal or retaliation will be treated itself as a form of harassment and/or discrimination.

4. COMPENSATION AND BENEFITS

4.1 PAY EQUITY & SALARY ADMINISTRATION

Pay Equity Commitment

The employer and the Union are committed to achieving and maintaining pay equity in compliance with the Ontario Pay Equity Act and federal Pay Equity Act, where applicable. This commitment ensures that employees performing work of equal value are compensated equitably, regardless of gender or other protected characteristics. The Employer will ensure that pay equity is maintained for new and existing job classifications.

Definition of Equal Value

Work of equal value is determined by evaluating positions based on:

- Skill: The knowledge, expertise, and capabilities required for the position.
- Effort: The physical and mental exertion needed to perform the job.
- Responsibility: The degree of accountability and decision-making authority in the role.
- Working Conditions: The environment in which the job is performed, including physical, social, and psychological conditions.



Job Classification and Comparison

- All positions will be reviewed using a gender-neutral job evaluation system to assess and compare the value of work.
- Positions of equal value will be assigned the same pay rate, regardless of gender.
- Where pay gaps are identified, adjustments will be made to eliminate inequities.
- Pay adjustments will be retroactive where required by law and implemented without reducing the pay of other employees.



Transparency and Communication

- Employees will be informed of the employer's pay equity plan and their rights under the applicable legislation.
- Updated salary grids and job classifications will be made available to employees upon request.
- Union Involvement
 - The union will be consulted and engaged throughout the pay equity evaluation and adjustment process.
 - Disputes related to pay equity will be addressed through the grievance process outlined in the collective agreement or via applicable pay equity legislation procedures.

Accountability and Enforcement

The employer will monitor pay equity compliance through periodic audits and will address discrepancies promptly.

Reporting

- The Employer will meet with the union annually to review the plan and update as necessary.
- The Employer will then report on pay equity progress and compliance to all employees. The employer recognizes that non-compliance with pay equity legislation may result in penalties and commits to maintaining full compliance to protect employee rights.
- Employees who believe their compensation is not in alignment with pay equity principles may submit a request for review through EPC or the union.
- Any identified discrepancies will be resolved in accordance with legislative requirements, including retroactive pay adjustments where applicable.
- Pay equity evaluations will be conducted every three years or sooner if significant changes occur in job responsibilities, classification systems, or legislation.



Salary Structure

Employees of AICS(ES) shall be paid salaries in an integrated salary structure with appropriate ranges justified by the application of the Job Evaluation System (JES).

AICS(ES) shall pay salaries in accordance with the salary grid shown in Appendix A.

Pay period

The staff of AICS(ES) offices will be remunerated every two weeks.

Social Justice Fund

The Employer agrees to pay into a special fund 1 cent per Employee per hour worked for the purpose of promoting social and economic justice, nationally and internationally. The Employer agrees to make this contribution no later than August 15 of each year. The Employer will notify the Chair of the Bargaining Unit when this payment has been made. Such monies are to be paid on an annual basis into a trust fund established by the National Union, UNIFOR, and sent by the Employer to the following address:

UNIFOR Social Justice Fund, 115 Gordon Baker Road Toronto, Ontario, M2H 0A8

The Employer will notify the Chair of the Bargaining Unit when this payment has been made.

4.2 OVERTIME AND COMPENSATION

Overtime

With few exceptions (emergencies), all overtime must be approved in advance by the supervising manager.

While most overtime is voluntary, there may be circumstances that require role related overtime.

Employees have the right to refuse to work overtime without being subject to disciplinary action unless it is a role related to overtime required for emergencies.

If overtime is worked in excess of 37.5 hours per week, employees can take compensatory time off or be paid, according to the following scale:

1. Hours worked in excess of 37.5 hours per week up to and including 44 hours per week shall be paid at the employee's usual hourly rate.



2. Hours worked in excess of 44 hours per week will be paid at 1.5 times the employee's hourly rate. Time accrued is calculated at 1.5 hours for every hour worked in excess of 44 hours.

Hours worked between 11pm and 7am (emergencies) as a requirement of the job, shall be paid at 1.5 times the hourly rate.

No more than 50 hours at 1.5 times the hourly rate may be claimed in the periods between January 1 and June 30, and July 1 and December 31 in any year.

4.3 PERMANENT EMPLOYEES APPOINTED TO OTHER POSITIONS

When an employee is appointed to a position classified at a higher Level on the salary grid, they shall receive the rate immediately above their current rate in the higher Level, but in any event, an employee shall not suffer any reduction in pay.

An employee voluntarily appointed to a lower classified position will be placed at the same numerical step of the level for the new position as the employee had attained in the former position. The employee will receive the salary which corresponds to the appropriate step in the new level.

An employee who moves from a permanent position to another secondary position within the section, be it a contract or a permanent post, has the right to return to the original permanent position upon completion of that secondary contract, or in the event that the employee is not confirmed as permanent in the secondary post after their probationary period. A permanent employee cannot apply for another opportunity within AICS(ES) unless they have successfully passed their probation period.

4.4 ANNUAL ADJUSTMENTS AND WAGE GRID

Annual Adjustment

On their anniversary date and conditional on satisfactory performance, employees are eligible for salary adjustments to the next step in the salary Level for their position except where employees have reached the maximum step in their salary Level.

Adjustment to the Salary Grid

The parties agree that in order to protect the integrity of employees' salaries an annual Cost of Living Allowance (COLA) increase commensurate with the Consumer Price Index (CPI) for Canada (as defined by Statistics Canada) will be added to the salary grid (see Appendix A) for the first pay



in January of each fiscal year, based on the 12-months average of the CPI ending September of the previous year.

Wage Grid

Beyond the wage grid, there may be exceptional circumstances where flexibility is required in order to attract or retain specific individuals in specialized roles. As per generally accepted compensation practices, a salary premium may be paid. These exceptional circumstances may include the following:

- To compensate for a temporary increase in responsibilities that does not equate to the next level on the salary grid, e.g., the scope of responsibilities of a Team Coordinator that does not equal the increased scope of responsibilities of a manager particularly related to supervisory responsibilities; and
- To retain key expertise required to advance the organization in a strategically significant way, e.g., creating or retaining a competitive advantage in the sector. This premium option is reserved to retain specific individuals in hard-to-replace positions requiring a unique and high level of expertise and experience, i.e., recognized leaders in their fields. The loss of such individuals would significantly impact the strategic position of the organization.

4.5 GROUP INSURANCE AND RETIREMENT SAVINGS

Qualifications for Benefits for New Employees-

In recognition of the value to AICS(ES) of job-sharing and the contribution made by part-time employees, AICS(ES) will make all benefits fully available to all employees working a minimum of **22.5 hours** per week, as set out in their employment contracts, except where expressly prohibited by the provisions of a group insurance policy.

Provincial Health Insurance

AICS(ES) will pay 100% of the provincial health insurance premiums for each permanent employee. This benefit begins immediately upon appointment.

Group Insurance Plan

AICS(ES) provides, at no cost to its employees, an Employee Group Insurance Plan which includes:

- accidental death and dismemberment insurance
- life insurance
- extended health care insurance



- long term disability insurance
- basic dental insurance
- employee assistance plan
- employee health spending account
- Gender Affirming Care

Coverage begins on the day following completion of a three-month probation period. If a contract employee becomes permanent staff, time worked as a contract employee will count towards the three-month eligibility period for this benefit.

The Employer will add questions about the use and options within the benefit plan as part of the annual employee engagement survey.

Retirement Savings Plan Options

AICS(ES) will contribute a matching amount of up to five per cent (5%) of salary towards retirement savings for each employee who chooses to participate. This benefit begins immediately upon appointment.

Investment opportunities available for retirement savings are:

1. Registered retirement savings plan (RRSP)
2. Tax free savings account (TFSA)
3. Investment account

The choice of the savings plan is that of the employee. Employees may opt to distribute their contributions across the three options and AICS(ES) will contribute a matching amount of up to five per cent (5%) in total of salary for each employee who chooses to join the plan.

For employees who have reached step 6 in the salary grid AICS(ES) will increase the matching amount to six per cent (6%) at the employee's request. This increase in retirement savings matching funds will take effect on the completion of the first year of receiving salary at step 6.

4.6 STAFF DEVELOPMENT FUND

The Staff Development Fund is a benefit for all permanent employees and is intended to support well-being.

This fund serves to compliment both the benefit plan as well as professional and personal development opportunities offered by the employer and is grounded in the recognition that



employees can do their best work when they have the skills, resources, opportunities, and supports to first care for themselves.

This taxable benefit of \$900 per year will be paid to each permanent employee directly on the first pay period of each calendar year. For new employees, upon becoming permanent, will receive this benefit on the first pay period thereafter.

Each permanent staff member is eligible for \$900 per year in a Staff Development Fund which is not pro-rated based on your start date

4.7 DEPENDENT CARE

Where employees incur dependent care expenses during off-hour periods because they are required to work overtime, such expenses shall be reimbursed. **The employee must consult with the Employer in advance of incurring dependent care costs.**

5. LEAVES OF ABSENCE POLICIES

5.1 STATUTORY HOLIDAYS

AICS(ES) employees will get statutory holidays off as stated in relevant legislation for the province where they work. The following statutory and public holidays will be granted to employees by AICS(ES):

- New Year's Day
- Family Day or an equivalent provincial holiday in the province in which the employee resides, the choice of which lies with the employee
- Good Friday
- Easter Monday
- The day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's birthday (Victoria Day)
- National Indigenous Peoples Day
- Canada Day
- One of the first Monday in August or St. Jean Baptiste Day, depending on the province where the employee works, the choice of which lies with the employee
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day



- Christmas Day
- Boxing Day

Staff who must work on statutory holidays will receive compensation at 2 times the regular rate of pay. This work shall be approved in advance by the relevant manager.

In most cases, if a holiday listed here occurs on a Saturday or Sunday, the following consecutive working day(s) shall be considered the holiday(s).

5.2 VACATION

A regular full-time employee shall be granted vacation with pay upon active, continuous service in accordance with the following

- A new regular full-time employee will be granted a vacation in the first calendar year of employment at the rate of 1.67 days' vacation for each month of active, continuous service to the end of that year to a maximum of twenty (20) days.
- A full-time employee shall be granted twenty-five (25) days' vacation with pay in the year in which they complete seven (7) years of active, continuous service.
- A full-time employee shall be granted twenty-five (27) days' vacation with pay in the year in which they complete fifteen (15) years of active, continuous service.
- A full-time employee shall be granted twenty-nine (29) days' vacation with pay in the year in which they complete sixteen (16) years of active, continuous service.
- A full-time employee shall be granted thirty (30) days' vacation with pay in the year in which they complete seventeen (17) years of active, continuous service.

Years of Active service	Annual Vacation	Monthly rate of accrual
0-6	20 days	1.67 days
7-14	25 days	2.08 days
15	27 days	2.25 days
16	29 days	2.42 days



17+	30 days	2.5 days
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- f) Part-time employees are entitled to the same annual leave on a pro-rata basis
- g) An employee may, subject to operational requirements and with the approval of their supervisor carry over vacation entitlement to the following calendar year. See Carry Over of Leave Entitlements Article 5.6.
- h) Subject to (g) all vacation becomes due by January 1st - and must be taken within the current calendar year, in a manner that meets operational requirements.
- i) Upon termination of employment, any unused vacation days must be taken or be paid out, at the employees' salary at the time of termination.
- j) Seniority of Employees shall be a consideration in resolving conflicts in requests of Employees for vacation schedules.
- k) A full-time employee whose employment is terminated in a calendar year after having taken their full vacation entitlement will be required to pay back to the Employer any amount of vacation paid in advance over and above the amount owing to such employee on the basis of service.
- l) An employee who becomes seriously ill during vacation will be credited the days of vacation they were not able to take and will be deemed to have taken sick days.

5.3 SICK LEAVE

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and unable to work, and will be granted to employees on the following basis:

Full-time employees are entitled to accrue sick leave at a rate of 1.5 days per month while actively working, for a total of 18 days of sick leave per year, and part-time employees are entitled to sick leave on a pro-rated basis.

Unused sick leave is carried over up to a maximum of 15 days per year. Sick leave may be accumulated to a total of 105 days in the absence of short-term disability insurance.

Employees are permitted to use accumulated sick time to engage in personal preventative medical health and dental care as it contributes to overall wellness and well-being.



At a manager's discretion inquiries may be made and/or a medical certificate may be required for an absence due to illness of 5 consecutive days, 10 days in four consecutive weeks or when there is an unusual pattern or unusually high frequency of absences due to illness.

Sick leave may be advanced at the discretion of the relevant manager.

In the event of the layoff of an employee while the employee is on sick leave, salary and benefits will continue to be paid until the earliest of:

1. The end of the illness or disability or
2. The exhaustion of an employee's accumulated paid sick leave days

AICS(ES) may stop payment of salary and benefits at the date of layoff only if the disability started within two months before the date of layoff and a notice of layoff was given prior to the employee's illness or injury.

Sick leave protocol

Accrual of sick leave:

- Full-time employees accrue 1.5 sick days per month (total of 18 days per year).
- Part-time employees accrue sick days on a pro-rated basis.
- Annual entitlement is available at the beginning of each year, with unaccrued sick days deducted from the final pay cheque upon termination.

Usage and scope:

- Sick leave must be taken in a minimum of half-day increments.
- Sick leave covers an employee's physical and mental health.
- It can be used for personal preventative health and dental care or when family leave entitlements are exhausted.
- Unclaimed sick leave may accumulate up to 105 days (21 weeks).

Notification and documentation:

- Employees must notify their supervisor before taking sick time unless it is an emergency.
- A medical certificate may be required for absences of 5 consecutive days, 10 days in four weeks, or unusual patterns of absence.



- Supervisors must maintain communication with the absent employee and inform co-workers of return-to-work plans as needed.

Reimbursement and medical certificates:

- The employer reimburses up to \$50 for required medical certificates.
- Costs for independent medical examinations or functional abilities evaluations requested by the employer are covered by the employer.

Return to work:

- Employees must provide at least five days' notice if returning to work with restrictions to allow for accommodation.
- Up to 5 days of sick leave may be advanced at the manager's discretion, with unaccrued sick days deducted from the final paycheque upon termination.

Extended sick leave:

- Employees with continuous service of at least one year may apply for extended sick leave, requiring necessary medical documentation. Compensation during this period would be administered by EI Sickness Benefits for which the employee must make an application.
- There exists no Short-Term Disability Benefits at AICS(ES), however employees may utilize their sick bank and other entitlements to cover extended leave related to illness.

Accident and layoff provisions:

- Workplace accidents must be reported as soon as possible to the supervisor and JOHSC committee at: johsc@amnesty.ca

Salary and benefits continue for employees on sick leave during layoff until the end of illness or exhaustion of accumulated sick days, unless the disability started within two months before the date of layoff and a notice of layoff was given prior to the employee's illness or injury.

Accommodation:



- The employer must accommodate employees returning to work or find alternative positions if the original role is not feasible provided this does not result in undue hardship.
- Employees may be required to provide functional abilities (FAF) forms completed by an appropriate health professional to assist in identifying work restrictions and accommodations.

Confidentiality and privacy:

- Medical information is handled with confidentiality and used only to facilitate support and accommodations.

Related policies:

- Sick Leave policy
- Workplace accommodation policy
- Employee request for accommodation form
- Functional ability form (FAF)

5.4 PARENTAL AND FAMILY LEAVES

Maternity Leave, Parental Leave and Top Up

All employees are entitled to unpaid maternity and parental leave in accordance with relevant federal and provincial legislation. However, employees may be available to apply for and receive Employment Insurance (EI) Maternity and Parental benefits/Quebec Parental Insurance Plan that will replace part of their salary while on leave.

During the period of leave, the employer shall continue to pay the employer's portion of medical, dental, group life, retirement savings and any other benefits that were in force the day the leave began. Vacation, sick time and seniority will also continue to accrue.

British Columbia and Ontario

Quebec

To help employees during this time, the Employer offers a maternity and parental leave top-up in addition to any Employment Insurance (EI) Maternity and Parental benefits/Quebec Parental Insurance Plan benefits the employee receives. This additional compensation is meant to assist



employees in recovering lost earnings while they are away from work for extended periods of time while caring for a new child.

Employees not eligible for government benefits but entitled to leave, will also receive 40% of their current salary while on leave, for a maximum of 52 weeks.

In provinces where legislation allows for more weeks of maternity and parental leave, AICS(ES) will conform to the provincial legislation

Should a pregnant employee experience a pregnancy loss where the employee is not eligible to receive EI/QPIP benefits, the employee is entitled to 10 days of paid leave.

Definitions:

Maternity Benefits:

Employment Insurance/Quebec Parental Insurance Plan compensation is available to the person who is away from work because they are pregnant or have recently given birth. This benefit cannot be shared between parents. The person receiving maternity benefits may also be entitled to parental benefits.

Parental Benefits:

Employment Insurance/ Quebec Parental Insurance Plan compensation available to the parents who are caring for a newborn or newly adopted child or children. These benefits can be shared between parents.

Top-up:

Compensation given to an employee by the employer aimed at reducing net earnings loss while on maternity and parental leave.

In provinces where there is the option to extend parental leave, the total amount of Parental Benefit will remain unchanged, with the same total amount paid out over the longer period of leave.

Process:

The employee will notify AICS(ES) of the expected start date of their maternity or parental leave at least one month in advance and the employee will indicate the duration of the leave request.

Parental leave will be granted and will commence from the date of the arrival of the child, or the date requested for commencement of leave, whichever is earlier.



Where appropriate, the employee granted leave will be issued a Record of Employment (ROE) to apply for Employment Insurance (EI) Maternity and Parental Benefits/Quebec Parental Insurance Plan. While on leave, the employee will receive 40 percent of their salary as top up from the Employer for the number of weeks for which EI Pregnancy and/or Parental Benefit/Quebec Parental Insurance Plan payments are received, to a maximum of 52 weeks.

Should legislative changes occur during the term of this Agreement, the employer reserves the right to review and renegotiate the amount of this supplemental benefit.

If the initial parental leave is for less than the maximum available, the employee may, upon at least one month of written notice, extend the leave to the total number of weeks the relevant legislation allows.

In the event the employee wishes to return to work before the leave period has expired, written notification must be given at least one month prior to the desired reinstatement date. Early reinstatement will not necessarily be granted. (This is to cover instances where a vacancy has been filled by a contract position.) In all cases, employees are to provide written confirmation of their intention to return to work at least one month prior to the end of their Parental Leave. All employees on statutory-protected leave must provide AICS(ES) with an email address where they can be reached while on leave.

5.5 SPECIAL PAID LEAVES

Entitlement to all special paid leave begins immediately upon appointment.

Bereavement

1. Ten days for parent, child of any age or spouse/domestic partner
2. Five days for a sibling
3. Two days for extended family or significant individual, and upon agreement with the relevant manager, other individuals

The days allowed for bereavement are per incident. Extra days of paid leave for bereavement may be granted at the discretion of the relevant manager, to cover such circumstances as excessive travel time or multiple bereavements or other extenuating circumstances. The calculation of this leave will not be pro-rated.

Personal Leave

Three days of personal leave per calendar year to be taken at the discretion of the employee. The calculation of this leave will not be pro-rated.

Personal days will be available to all staff regardless of employment classification.



Family Sick/Medical Leave

An employee may take up to five days paid leave per calendar year in the event of the illness or injury of a child, spouse, parent or sibling or significant individual. If additional time is needed, the employee may draw on accumulated sick leave.

Court Leave

Employees are entitled to a maximum of three (3) paid days for court leave per calendar year to attend to jury nomination and/or personal legal matters. This entitlement is distinct from jury duty leave and is applicable solely for the purpose of handling personal legal issues requiring court appearances. The Employee must notify their supervisor as soon as they are aware of the need for court leave. No supporting documentation is required.

Paid leave shall be granted to any employee required to be a witness or juror by anybody in Canada with powers of subpoena, on a case-by-case basis. The employee shall notify their supervisor immediately upon their receipt of notification that the employee will be required to attend court. Documentation is required and the employee must present proof of service requiring attendance.

Religious and Cultural Leave

An employee is entitled to up to three (3) days of leave per calendar year for the observance of religious holidays and/or cultural practices, not usually noted as statutory holidays in their province of residence. The calculation of this leave will not be pro-rated.

Domestic or Sexual Violence Leave

An employee is entitled to up to ten (10) days of paid leave and fifteen (15) weeks of unpaid leave per calendar year.

Employees are entitled to domestic or sexual violence leave if the employee or the employee's child has experienced or has been threatened with domestic or sexual violence, and the leave is taken for any of the following purposes:

- To seek medical attention for the employee or the child of the employee because of a physical or psychological injury or disability caused by domestic or sexual violence
- To access services from an organization or service that supports people who have experienced or been threatened with domestic or sexual violence
- To have psychological or other professional counselling for the employee or the child of the employee
- To move temporarily or permanently



- To seek legal or law enforcement assistance, including making a police report or getting ready for or participating in a family court, civil or criminal trial related to or resulting from domestic or sexual violence. If there is justice involvement, the employee must disclose to the employer.
- Any other necessary activities related to the Domestic or Sexual Violence policy's intent and purpose.

Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.

This leave is not pro-rated and may be taken in half days, full days, or in periods of more than one day.

This is a job protected leave.

Treated case by case in terms of specific support an Employee may require.

The Employer will fulfill their responsibilities as set out in the Ontario Occupational Health and Safety Act.

The Employee and Employer shall only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

Policy developed on Domestic and Sexual violence will be informed by the organization's values and commitments (decolonization, anti-racism and anti-oppression, allyship and alignment, intersectionality and nuance) and an awareness that gender-based violence is a preventable epidemic in Canada. It will be informed by best practices in feminist policy that seeks to reduce barriers to disclosure and access to leave and other supports and protect employees from discipline and adverse action on the basis of their disclosure, experience, or perceived experience of domestic or sexual violence.

Anti-Racism Anti-Oppression (ARAO) Leave

Employees are entitled to up to ten (10) days of paid ARAO Leave each calendar year. This leave is granted to support employees in recovering from the direct or indirect impacts of racism and oppression, including those resulting from traumatic global incidents or personal experiences.

AICS(ES) acknowledges the pervasive impacts of systemic racism and oppression, especially anti-Black racism, which forms the foundation of numerous forms of racial and social injustices. This leave is designed to offer sanctuary and recovery time for any employee grappling with the personal or societal effects of racism and oppression.



In acknowledgement of the universal yet distinct impact of systemic racism and oppression, every employee of AICS(ES) is covered by all protected grounds under the applicable provincial Human Rights Code.

Union Leave

Members of the Bargaining Unit shall not suffer any loss of pay or benefits for the time involved in fulfilling union functions in matters of negotiations, grievances and arbitrations relating to the Bargaining Unit provided such time is approved in advance by the Employer. Such approval shall not be unreasonably withheld.

When negotiations towards achieving a Collective Agreement or grievance resolution or arbitration, involving the Employer, take place on a Saturday and/or a Sunday, up to three (3) members of the Bargaining Unit representing the Union, in any one instance, will be permitted to take up to one (1) working day (7 hours) off for each Saturday or Sunday spent in these activities. The scheduling of such time off will be approved by the Employer.

Employees are entitled to leave with pay without loss of seniority when elected or appointed to represent the Union at union-related conferences. Such leave will be approved subject to operational needs. With the exception of negotiations, the time will not exceed a total of ten (10) days per calendar year for the entire bargaining unit.

Gender Affirming Care Leave

An employee who requires a leave of absence in order to access physical or psychological gender-affirming care (including medical or non-medical procedure(s)) shall be granted a leave with pay for up to fifteen (15) days per calendar year. Such leave shall be taken, where applicable, prior to accessing sick leave.

Pregnancy Loss Leave

Should a pregnant employee experience a pregnancy loss where the employee is not eligible to receive EI/QPIP benefits, the employee is entitled to 10 days of paid leave.

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5.6 CARRY OVER OF UNUSED LEAVE ENTITLEMENTS

Leave entitlements **do not carry** over into the new calendar year **except**:



1. Overtime/Vacation

In circumstances where an employee has been unable to take overtime hours and/or vacation within the calendar year, the employee will be entitled to:

- Carry-over up to 10 days of accumulated overtime/vacation
- Take a cash payout
- Or a combination of both

The choice is that of the employee.

All **overtime** hours carried over must be taken by April 30th.

All **vacation** time carried over must be scheduled and taken by April 30th and if not, the remaining balance will be paid out to the employee. Only with the approval of the Executive Director may this deadline be extended and extenuating circumstances must be documented and supported by the immediate supervisor.

2. Sick Leave

Sick leave is carried over up to a maximum of 15 days a year and banked to a maximum of 105 days in the absence of short-term disability insurance.

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5.7 UNPAID AND DEFERRED LEAVE OPTIONS

A. 30 Day Leave

Under special circumstances, leave of up to 30 working days without pay may be granted by the relevant manager in consultation with the other managers and relevant staff. All health-related benefits will be paid during this unpaid leave period, subject to any limitations in the group insurance policy.

In the promotion of the employees' health and wellness the Employer may permit an unpaid leave for the employee's well-being that includes, but is not limited to cultural gatherings, retreats, sweat lodges for Indigenous members, or LGBTQ/non-binary support groups, etc. to develop tools to cope with stresses associated with discrimination, daily marginalization and oppression.

B. 31- 60 Day Leave

At the discretion of the relevant manager, in consultation with the other managers, an employee who has worked for at least 24 months is entitled to a leave of absence of up to 60 working days.



All Employer contributions to health benefits will continue during this unpaid leave period, subject to any limitations in the group insurance policy.

C. Sabbatical

After consultation with the relevant manager, in consultation with the other managers, and upon giving at least three months of written notice, an employee who has worked for AICS(ES) for at least five years is entitled to up to 12 months' unpaid sabbatical leave.

Employer contributions to health benefits will continue for the duration of the sabbatical year, subject to any limitations in the group insurance policy. To be eligible for subsequent sabbaticals, an employee must work at least five years of active, continuous service between each sabbatical.

D. Leave Taken During the Probationary Period

During their probationary period, new employees who for any reason take leave in excess of 15 working days will have their period of probation extended by the number of days of leave taken.

E. Reinstatement after Leave

Upon completion of a leave of absence, an employee shall be reinstated in the same position, except in cases of organizational downsizing. In the latter event, policy and procedures governing organizational downsizing will apply equally to persons on leave.

F. Deferred Pay Leave

A. Purpose of Plan:

The purpose of the plan is to fund a leave of absence that will afford employees an opportunity to have an extended break from work for personal reasons. It is not intended to help fund a retirement or other permanent separation from AICS(ES). Government regulations require that upon completion of the leave of absence the employee is to return to the employer for a period equal to the period or greater than the duration of the leave. If the employee does not return to work for the required period, the employee will be required to reimburse AICS(ES) for the cost of any benefits paid during the leave period.

B. Salary Deferral:

Deferral of salary may not exceed 1/3 of annual nominal salary (see table below - Salary Deferral Options). The deferred amount will be recorded in an AICS(ES) liability account with interest credited to the account at the end of each fiscal year. Interest will be credited based on the average amount on deposit during the year and at a rate based on the Canadian chartered bank prime lending rate plus one percent. The interest earned will form part of the remuneration to be paid



during the leave of absence. Each year the interest earned will be reported by AICS(ES) to the employee.

Salary Deferral Options:

Period of Leave	Period of deferral/amount of salary received minus the amount deferred		
	3 years	4years	5 years
12 Months	66.67% of salary received	75% of salary received	80% of salary received

C. Duration of Leave:

The leave must be no longer than twelve (12) months. The leave must start within six (6) years of the date of the first salary deferral. The leave can only be taken after the deferral period is complete. Employees may not, for example, take leave in year two and then pay AICS(ES) back over the next three years. During the leave, individuals may not be employed by AICS(ES) in any capacity even if that employment is casual and unrelated to their normal duties.

D. Eligibility:

The plan is available to all permanent employees with AICS(ES) who have completed two years of service.

E. Application Process:

Eligible employees must make written applications to their managers at least one (1) month prior to the intended commencement date of the salary deferral portion of the prepaid leave plan. Employees will be informed of the disposition of their application as soon as is reasonably possible. Employees will give at least three months of written notice of the intended commencement of the leave period.

F. Benefit Coverage During the Salary Deferral Period:

Financial benefits contributions, as listed in Article 4.5, at the choice of the employee, can either be based on the nominal salary (100%) or the reduced salary. AICS(ES) will match the contributions made by the employee.

- i. Income Tax and/or other statutory deductions will be based on the reduced salary.
- ii. Any benefits that are calculated on annual salary will be based on the nominal salary (100%).



- iii. Vacation and Sick Leave will accumulate as if the Employee is receiving 100% of salary.

G. Benefit Coverage During the Leave Period:

- i. Income Tax and/or other statutory deductions will be based on the deferred salary payments.
- ii. Employer contributions to health benefits will continue for the duration of the leave, subject to any limitations in the group insurance policy. Any benefits that are based on the amount of annual salary will be based on the nominal salary (100%).
- iii. Vacation, sick and other paid leaves will not accumulate.

H. Payment of the Deferred Salary:

The deferred salary will be paid by AICS(ES) in equal installments on the regular pay dates of the employee.

I. Return from Leave:

On return from leave, an employee has the right to return to the same position held prior to going on leave. In the event of organizational change or layoff, the employee shall have the same rights as employees not on leave. Vacation and sick leave balances credited to an employee immediately prior to the leave will be reinstated.

J. Cancellation of the Leave:

It is expected that individuals will continue to be committed to their plan for self-funded leave.

However, in the case of unforeseen or extenuating circumstances, employees may withdraw from the plan up to three (3) months prior to taking their leave of absence provided that they notify their immediate supervisors in writing. The accumulated salary deferral less required tax withholdings plus any accrued interest will be returned to employees on withdrawal.

Withdrawal from the plan does not prevent employees from reapplying at a later date. Should employees die while participating in the plan, any balance in their accounts at the time of death shall be paid to the employee's estate.

K. Other Matters:

- i. This plan is administered by AICS(ES).
- ii. The total number of employees on deferred leave at any one time shall not exceed two (2) persons.



- iii. An employee may take a deferred pay and/or sabbatical leave a maximum of two times within any 10-year period.

5.8 PAID UNION EDUCATION LEAVE

The Employer agrees to pay into a special fund five cents (5C) per hour per Employee for all compensated hours for the purpose of providing paid union education leave. Said paid union education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program

115 Gordon Baker Road Toronto, Ontario, M2H 0A8

The Employer further agrees that members of the bargaining unit, selected by the union to attend such courses, will be granted leave of absence without pay, plus travel time where necessary. A maximum of three members may attend courses to a maximum of twenty (20) days of class time per year in total, and no more than one member from a team or department may attend at the same time. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

The Employer will notify the Chair of the Bargaining Unit when this payment has been made.



6. STAFFING AND EMPLOYMENT CHANGES

6.1 CONTRACT EMPLOYEES

AICS(ES) is committed to maintaining a permanent workforce and recognizes the value that permanent employees provide. Regular staffing needs will, therefore, be met through permanent posts. However, the parties also appreciate that, at times, there is a need for a level of flexibility in how employees are engaged and recognize that there are certain circumstances in which time-limited contracts rather than permanent staff positions are appropriate. These circumstances include:

- i. Filling fixed leave positions, including parental and sabbatical/deferred pay leaves
- ii. All other contracts of six (6) to –twenty-four (24) months in duration

To provide certainty and predictability for staff subject to contracts, such fixed term posts will not be less than six (6) months in duration and will not exceed 24 months. These positions will be subject to the same appointment procedures as permanent posts.

All leave replacement contracts will be for a fixed term. All fixed term contracts over 6 months will be evaluated no later than three (3) months before their end date. At this time a decision will be made to either create a permanent position or terminate the position at the end of the contract.

In all circumstances, the employee under contract and the Union will be promptly notified of the decision.

Employees in the affected work unit will be consulted in the evaluation process and informed of the final decision. Subject to satisfactory evaluation of both the position and performance of the incumbent, the position and employee will be confirmed as permanent.

If significant changes are made to the scope of the position and/or qualifications required, the normal recruitment procedure will be followed.



CONTRACTING-OUT WORK

Staff who may be affected by contracting out will be consulted by management prior to deciding to contract out work. The Union will be kept informed of staffing plans and consulted prior to such decisions. AICS(ES) will not contract out work in areas of core organizational work if such action results in the lay-off of full-time equivalents.

6.2 STAFF AND SPECIAL PROJECTS

When staff members agree, in consultation with their relevant managers, to perform additional duties and assume responsibilities outside their job description (special project), they will be paid at the appropriate job level as set out by the JES for the special project for any time worked in excess of their normal hours of work per week.

Overtime, which happens as a result of the special project, will be paid at the hourly rate of the special project and in accordance with overtime provisions.

Managers will work with affected staff to ensure where possible that new responsibilities are not in addition to regular work.

6.3 SECONDMENTS

AICS(ES) is supportive of developmental opportunities particularly if these opportunities contribute to the international movement. A secondment is a temporary transfer of an employee to another role or organization associated with AICS(ES), where they continue to be employed by AICS(ES) but work under the direction of the host organization or in a different department within AICS(ES) for a fixed period, up to twenty-four (24) months.

In order to ensure that employees' development opportunity is balanced with operational needs, requests for secondment will require approval by the Senior Leadership team, in consultation with the relevant supervisor. As such arrangements require time to either hire staff on contract, or to temporarily reassign reporting lines, a minimum of three (3) months' notice is requested where possible. Any contract resulting from secondment must not exceed twenty-four (24) months in duration and cannot be followed by an additional secondment.

No reasonable request shall be denied unless it seriously impacts the operational requirements of the section.



The employee maintains their substantive position in the home organization and is paid by the home organization. A secondment agreement must be accepted and signed and must clearly state that the employee returns to their substantive position on completion of the secondment.

Seniority will continue to accrue during the secondment period.

Employees are responsible for signing the secondment agreement. Where an Employee has accepted a Secondment, they will be guaranteed a return to their original position at the conclusion of the Secondment if their original position still exists. If the original position no longer exists, the Employee shall be subject to the layoff/recall provisions as set out in this agreement.

The employee on secondment must inform their supervisor in writing at least two (2) months prior to the end of the secondment when and if they will be returning to their permanent position.

6.4 PROGRESSIVE RETIREMENT

An Employee who has reached the age of 55 years and who has worked for AICS(ES) for at least 10 continuous years is eligible to apply for progressive retirement. The employee is entitled to a period of one (1) year to transition with a reduced workload. The employee must provide a written notice of intent to retire 6 months prior to the beginning of the one-year transition period requested. The Employee shall submit, in writing, a transition workplan to the Employer. The transition workplan will be jointly discussed by the parties and if needed, modified to suit the Employee and the Employer. It is expected that the minimum number of days for any transition week will be three working days per week. The Employee will continue to receive in full, all benefits and entitlements during this transition period subject to the approval of the benefits provider.

The Employer retains discretionary approval based on operational needs. If approved, changes to the transition plan must be agreed upon by all parties and it is assumed that the notice of retirement is irrevocable. The Employer maintains the right to retain and determining the use of the staffing allocation.

6.5 SENIORITY

1. Seniority means the Employee's length of continuous service with the organization, whether inside or outside of the Bargaining Unit. It is measured in calendar days from the first day the Employee actually worked for the organization, commencing from the Employee's most recent date of hire.

2. Probationary Employees shall not have seniority until completion of the three (3) month probationary period. Upon successful completion, the Employee's seniority shall be backdated to the date of hire.



3. If two or more Employees have the same seniority, the Employee whose last name appears earlier on the organizations alphabetical listing of Employees shall be deemed more senior.

4. All employees will hold positions on the seniority list according to their accrued length of service from the date of the start of their employment. Seniority for part-time employees shall be calculated on a pro-rated basis and shall mean hours worked for the Employer. Hours worked shall include actual hours worked, hours paid, paid vacation time off, unpaid vacation time off, workers' compensation time off, short-term disability time off and long-term disability time off for up to 18 months.

5. An Employee who is seconded to a position outside of the Bargaining Unit shall be permitted to return to the Bargaining Unit at any time within 24 months without loss of seniority or other benefits. Union dues will continue through this period to ensure seniority in the Bargaining Unit.

6. Seniority shall determine, within the Bargaining Unit, priority for appointments to vacant and new positions, layoff and recall, vacation scheduling and other rights or benefits to which seniority applies in this agreement.

7. When hiring for a vacancy or new position occurs, the job will be posted exclusively internally for a period of five (5) days. If there are qualified internal applicants, the most senior qualified internal applicant will be appointed to fill the vacancy. If there are no qualified internal applicants, the position will be posted externally.

8. In the event of a layoff the Employer shall lay off Employees in reverse order of seniority providing that the remaining Employees have the qualifications and ability to perform the work available.

9. Employees shall be recalled in reverse order providing they have the qualifications and ability to perform the work available.

10. Employees on Maternity and Parental Leave, Extended Sick leave and Paid Union Education Leave continue to accrue seniority

11. The employer will maintain a seniority list and provide a copy to the Chair of the Bargaining Unit once per year.

12. Seniority and employment shall terminate when an employee:

- Quits for any reason
- Is discharged and is not reinstated through the Grievance Procedure or Arbitration
- has been absent due to lay-off for more than twenty-four months
- fails to report for work within ten (10) working days after being notified by registered mail or email read receipt of recall by the Employer following a layoff, or fails to



inform the Employer within ten (10) working days of notice of recall that they will report for work

- fails to return to work on the employee's first scheduled day following an authorized leave of absence unless there is a reasonable explanation
- has been absent from work for more than five (5) consecutive scheduled working days without providing a reasonable explanation for the absence. In the event an employee does not immediately report to work when expected, the employer will assess the need for and perform a wellness check if required

UNIONIZED EMPLOYEES TRANSITIONING TO MANAGEMENT

Unionized employees who transition from unionized positions to management roles will forfeit any remaining union entitlements upon their departure from the bargaining unit. Their new entitlements and benefits will be governed by the management agreement applicable to their new role. It is understood that the transition to a management position constitutes a change in employment status, and all prior union-related agreements, including those concerning entitlements and benefits, will no longer apply.

TRANSFERS

An employee transferred to a permanent full-time position outside of the Bargaining Unit shall retain seniority accumulated in the Bargaining Unit up to the time of transfer out of the Bargaining Unit but shall not accumulate further seniority after that date.

Such employee shall have the right to return to their former position within the Bargaining Unit within three (3) months of the transfer. If the transferred employee returns to the Bargaining Unit within the three (3) month trial period, they will assume the position held at the time of the transfer with the same pay rate at the time of the transfer and the temporary employee will be returned to their former position.

If an Employee who has been assigned temporary duties in a position evaluated at a higher level for greater than twenty (20) consecutive days and normally not longer than six (6) months, reasonable additional compensation will be provided. The immediate supervisor may make adjustments as necessary to achieve a balanced workload.



6.6 RECRUITMENT

Amnesty International Canadian Section (English-Speaking) (AICS(ES)) is an equal opportunity employer. All qualified applicants will receive consideration for employment without discrimination contrary to the Human Rights Code and in compliance with relevant legislative provisions. AICS(ES) is committed to equity, diversity and inclusiveness in its recruitment and employment practices and the creation of working conditions that promote barrier-free, and equal access to employment opportunities.

AICS(ES) will treat all candidates fairly and equitably. Favoritism or discrimination is strictly prohibited in the recruitment and selection process. All individuals associated with the organization including board members, the secretary general, the executive director, managers, directors, employees, interns, students, volunteers, seconded workers, officers, contractors and consultants, client and business partners must adhere to the prohibition of favoritism and discrimination in all recruitment and selection processes. No individuals associated with the organization shall attempt, in any way, to influence the hiring or hiring decision of any applicant in a manner that is not consistent with the Recruitment and Selection Policy.

6.7 PROBATION AND PERFORMANCE REVIEW

All new staff members and appointees in new roles are subject to a **three (3) month probationary** period. These staff will have consultations with their manager every month at the end of this period.

Employees who are hired within the Annual Appraisal Cycle will still be on their probationary period. These employees will not receive an annual appraisal at this time. Instead, their managers will complete probationary reviews every month of their probationary period.

Transferred, or promoted employees

Employees who transfer into a new department within the Annual Appraisal Cycle are in a probationary period. These employees will not receive an annual appraisal at this time. Instead, their managers will complete a probationary review.

Extensions

In some cases, the probationary period may be extended for one 30-day period to permit the employer to assess the employee's performance if an employee has failed to make the progress normally expected. Extensions are applicable only in cases where it is felt that sufficient progress will be made within the 30-day period.

Leave Taken During the Probationary Period

During their probationary period, new employees who for any reason take leave in excess of 15 working days will have their period of probation extended by the number of days of leave taken.



Posting and Filling of Vacancies or New Positions

AICS(ES) is committed to providing opportunities for lateral and vertical movement of staff and will post all temporary and permanent jobs of six months duration or longer at least internally.

Employees in permanent positions may consider fixed-term contracts and then return to their original positions at the end of the contracts or at the end of the probation periods.

When a new position is created, or a permanent or temporary vacancy arises of more than six (6) months duration, the selection of a candidate will be carried out through a selection process, as follows:

The employer or delegated manager determines at its discretion the manner and scope of advertising, but must in all cases:

- i. opens the competition to all members of staff
- ii. When hiring for a vacancy or new position occurs, the job will be posted exclusively internally for a period of five (5) days. If there are qualified internal applicants, the most senior qualified internal applicant will be appointed to fill the vacancy. If there are no qualified internal applicants, the position will be posted externally.
- iii. advertise the vacancy at least ten (10) working days prior to the established closing date
- iv. include in the advertisement the nature and title of the position, the salary range, qualifications required, the hours of work, and the location of the job
- v. at the time of advertising the vacancy, have available for all applicants the relevant, current position description or task list.

For the purposes of this provision, "staff" includes current full and part-time permanent employees and contract employees with more than six (6) months of continuous employment.

The selection of successful candidates shall involve a selection committee, appointed as needed, by the employer or its delegate. It is understood that the choice of people on the selection committee will take into account the need for involvement of people knowledgeable about the requirements of the position and the balance on the committee between employer/management staff and non-management staff should reflect that need.

Notwithstanding the foregoing, where requested in writing by the Union, there shall be parity on the selection committee between management and non-management staff. In any event there shall be at least one representative each from management and non-management staff on the committee.

The selection committee will rank the candidates and recommend to the employer a candidate to fill the position. If that recommendation is not accepted, or if the selection committee is unable to make a recommendation, the matter is referred back to the selection committee. The selection committee may make another recommendation or may direct that the selection process be recommenced.



In filling a vacancy primary importance shall be given to qualifications and ability to perform the required duties, as well as the fit to the organization and the team. Notwithstanding the foregoing, the employer and the Union may agree before the posting that employment equity shall be the overriding consideration where qualifications and ability are relatively equal; such agreement may relate to an individual position or to a group of positions.

In the case of hiring casual employees and appointing employees for less than six (6) months, selection may be delegated to the appropriate manager and the requirements of this Collective Agreement provision do not apply.

If, at the end of a fixed term contract under 24 months in duration, management decides to extend on a fixed term or establish a permanent position, the normal staffing process must be followed.

Job Sharing

Job sharing can occur where there is agreement between the employees who wish to job share, the Union, and the employer. Job sharing results from two employees sharing a full-time position and as such the position shall continue to be identified as a full-time position. Employees in a job share must share the same classification and level. Job shared posts, by definition, will be 40 hour per week posts and will be shared equally between two employees. All job shares must include a probationary period when initiated.

In the event one employee in the job-sharing arrangement leaves that arrangement on a permanent basis for any reason the job share arrangement may be re-assessed by management in consultation with the other employee in the job share and the Union. **The remaining employee will be offered to continue full time employment before continuing with another job share.**

If management decides that the job-sharing arrangement must end, and if the remaining employee is not willing to take on the position full time, their employment will terminate.

Such employee will be entitled to notice, and possible severance as outlined in Article 6.10 Termination and Severance.

Granting Permanent Status

On or before the last day of the probationary period, the relevant manager will give the employee written notice of a decision to either:

- i. Declare that the employee has passed probation or
- ii. Extend probation. **A probation may only be extended one time and for no longer than two months**
- iii. Terminate the employee's employment



Such a decision rendered prior to the end of the three-month period, cannot include a shortening of the probationary period unless there is just and reasonable cause.

Orientations

Recognizing the importance of a comprehensive **onboarding** program for new employees to AICS(ES), orientation will proceed according to orientation guidelines outlined in **AICS(ES)'s policies and procedures, as amended from time to time.**

All Employees shall be provided with a letter of appointment outlining the terms and conditions of their employment and a copy of this collective agreement at the start of their employment with the organization.

Performance Review

Annual performance reviews will be carried out by management with individual staff members in accordance with procedures agreed to and posted in AICS(ES) policies and procedures, as amended from time to time.

Clearing of Record

a. Access to Personnel File:

Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Equity, People and Culture or designate. An employee has the right to request copies of any evaluations or formal disciplinary notations in this file

b. Clearing of Record:

A letter of reprimand, suspension or any other sanction will be removed from the record of an employee, at the employee's request, eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for the previous eighteen (18) months following the incident.

Acting Appointment

Management, after consultation with the appropriate staff, may appoint an existing staff member to a temporarily vacated established or re-defined post for a fixed term appointment of no less than ten days and no more than six months. Should the position be temporarily vacated for a period longer than six months, the normal hiring procedure for a contract employee must be followed.



Acting Pay

When an employee is assigned in writing to temporarily relieve, or perform the principal duties of, a higher pay position, that employee shall be paid the higher of an additional 5% of the current rate of pay or the salary of Step One of the appropriate pay grades for the position.

Relocation of Staff

The organization maintains a remote working practice and, as such, does not generally provide moving and relocation expenses for employees. In exceptional circumstances, relocation expenses may be considered on a case-by-case basis, subject to prior approval by the employer.

There is no entitlement to moving and relocation expenses, and any such approval does not set a precedence for future requests. AICS(ES) needs to identify a remote work strategy that aligns with its business strategy (the categories of employees and types of positions that can effectively work remotely as part of its long-term work strategy).

6.8 PERFORMANCE IMPROVEMENT PLAN

The Performance Improvement Process (PIP) is a structured approach designed to support employees in meeting their performance expectations while ensuring fairness, transparency, and alignment with the organization's objectives. The process prioritizes employee development and provides access to union support throughout.

Employee Rights and Union Support

- Employees have the right to request union representation during all meetings related to the PIP.
- The union will be provided with copies of all PIP documentation to ensure transparency and fairness.
- Employees will not be subject to unfair treatment or undue stress during the PIP process.

Appeal Process

Employees who believe the PIP process has not been conducted fairly may submit a formal grievance in accordance with the collective agreement's grievance procedure.



6.9 PROGRESSIVE DISCIPLINE

Statement of Principles

Commitment to Anti-Racism and Anti-Oppression

The employer and the union commit to fostering a workplace that values diversity, equity, and inclusion. Disciplinary actions will align with principles of anti-racism and anti-oppression, ensuring respect, fairness, and equity for all employees.

Restorative and Educational Approach

Disciplinary procedures aim to repair harm, rebuild relationships, and support personal growth. Actions will emphasize education, restorative justice, and the well-being of employees and the organization.

Progressive Discipline Procedure

Steps of Discipline

Disciplinary measures will follow a progressive framework, applied based on the severity and recurrence of the behavior:

- Verbal Warning (documented for records)
- Written Warning
- Second Written Warning
- Suspension (serving as a final warning)
- Termination (for severe or unresolved issues)

Contextual Analysis

All disciplinary actions will consider the circumstances, including systemic barriers and unconscious biases. Supervisors will conduct thorough reviews, incorporating input from the Equity, People, and Culture team where applicable.



Transparency and Dialogue

Before imposing discipline, employees will:

- Receive detailed information about the issue.
- Have an opportunity to present their perspective.
- Engage in a respectful discussion to foster mutual understanding.

Joint Oversight and Consultation

Role of Supervisor and Equity People and Culture

The Supervisor with the support of the Equity, People, and Culture department will:

- Consult for all written warnings or higher-level actions.
- Support supervisors to apply a fair and consistent disciplinary process.
- Provide resources to employees, such as training and counseling, to address identified issues.

Union Representation

Employees have the right to union representation at any stage of the disciplinary process. The union will be informed promptly of any disciplinary actions involving its members.

Immediate Dismissal

Grounds for Dismissal

Certain actions may result in immediate termination. Such actions will be clearly outlined in organizational policies and communicated to employees. Supervisor decisions for immediate dismissal will be subject to consultation with Equity, People, and Culture and approved by the Executive Director or Secretary-General.



Employee Support

Access to Resources

Employees undergoing disciplinary actions will have access to:

- Counseling and training programs.
- Restorative practices to repair relationships.
- Other resources as identified by the Equity, People, and Culture department to facilitate personal and professional development.

Accountability Methods

Disciplinary resolutions may include verbal or written apologies, educational opportunities, and restorative measures to promote accountability.

Procedural Safeguards

Fair Process

All disciplinary actions must:

- Align with the collective agreement and organizational policies.
- Ensure procedural fairness and avoid discriminatory practices.
- Be documented and communicated clearly to the affected employee and the union.

Appeal and Grievance Rights

Employees retain the right to appeal disciplinary actions through the grievance process outlined in this agreement.



6.10 TERMINATION AND SEVERANCE

Voluntary Termination of Employment - Resignation

Employees will give AICS(ES) at least -three (3) weeks of written notice of resignation. Employees are required to actively work during their notice period to ensure continuity of services, and to aid in the smooth transition of the work to other employees.

Involuntary Termination of Employment

A. Dismissal for Just Cause

No Employee shall be suspended or dismissed from their employment unless there is **just** and reasonable cause. The Employee and the Union shall be given the reasons, and the reasons shall be confirmed in writing within five working days. Employees will be accompanied by a Union representative at any meeting.

Employees, with the exception of probationary employees, may pursue grievances of decisions to suspend or dismiss for **just** cause, according to the procedure established in Article 7.1 of this Agreement. They will commence at Stage Two of the grievance procedure. If, as a result of the grievance procedure, it is determined that there was not **just** and reasonable cause for suspending or discharging employees, the employees will be reinstated to their former position without loss of benefits, shall be compensated for all unpaid salary retroactive to the date of suspension or dismissal, and will receive any other remedy that is deemed just and reasonable in the circumstances.

B. Involuntary Termination of Employment with Notice or Lay-off

Any employee whose employment is terminated with notice or who is laid-off shall, as a minimum, receive one month of written notice of termination or lay-off, plus an additional week of notice for each year of service over four years (to a maximum of sixteen weeks of notice). It shall be the employer's choice as to whether the employee will be required to continue working during the notice period or to receive pay in lieu of notice of termination. For employees receiving benefits, the statutory requirements are respected for the notice period.

Severance Pay and Benefits

Severance pays, in addition to the notice of termination or lay-off, will be paid to any permanent employee who is terminated with notice or laid-off, unless the employee has been dismissed for just and reasonable cause. Severance pays will amount to two weeks of salary for every year of employment to a maximum of 52 weeks and will also take account of applicable legal principles governing calculation of severance. The employee has the choice to remain on payroll for this payout.



At the employer's discretion, salary and benefits continuance for the notice and severance periods may be offered to employees with 10 or more years of service will be provided.

In addition to the notice of termination and severance pay, an employee whose employment is terminated, other than for just and reasonable cause, or who is laid-off is eligible to receive a letter of reference, continued health, dental and life insurance and long term disability, as permitted by the insurance carrier, for a period of six months from the end of their notice of termination, and a career counseling or development package of the employee's choice, of up to three thousand dollars (\$3,000) in value.

Upon termination of employment or being laid-off, all outstanding salary and benefits, compensatory time for earned vacation or overtime and severance pay will be paid to the employee.

Recalls

Employees who have been laid-off **may elect to be recalled and considered** for possible re-employment with AICS(ES) for a period of 24 months from the end of the notice period that followed their termination. They shall be considered before a position is advertised internally or externally. If it is determined that the employees meet the essential qualifications for the new or vacant position with a reasonable amount of training, they shall be offered the position.

If more than one eligible employee satisfies those requirements management will institute a fair and expeditious process to assess the applications. The position will be offered to the most qualified employee. If two or more employees are equally qualified, the position will go to the employee with the most seniority.

Notwithstanding Article 6.10 Termination and Severance, employees electing to be recalled will only be paid severance pay in the event that their recall rights expire. The employee will then be entitled to severance payments at the expiry of their recall period.

Normal Organizational Change and Job Modification

Change is inevitable. Change can arise from different circumstances, budgetary shortfalls to utilizing employee skills in new areas and new ways. When changes in objectives, roles and/or responsibilities of individuals, teams and/or departments do occur, and there will be no loss of permanent employment by an employee, it is understood that the individuals and/or work units directly affected will be consulted prior to the implementation of the changes and then updated regularly on any revisions during the implementation.

The Union will be notified in all cases, and if necessary, any individuals affected may consult with the Union or vice versa to ensure compliance with our HR policies and procedures.

In cases where layoffs of staff will occur, the Organizational Downsizing Policy will apply.



6.11 ORGANIZATIONAL DOWNSIZING

Organizational downsizing occurs due to actual or anticipated budgetary shortfalls that will result in staff layoffs. These shortfalls may be signaled by Management, the Union or an individual staff member.

GENERAL PRINCIPLES

Organizational downsizing relates to job positions and is not a process linked to evaluating individual job performance.

Any process of organizational downsizing will be fully consistent with applicable provincial labour standards and, when possible and appropriate, will provide protections above those standards.

Forced lay-offs or reduction of hours will only be part of a process of downsizing, after all other alternatives have been explored.

As organizational downsizing may necessitate restructuring that impacts other jobs, staff will be meaningfully involved in the organizational downsizing/restructuring decision making process including though:

- The Union working with management to ensure that the terms of the Collective Agreement are respected, and the rights and best interests of staff upheld.
- Individual staff working with managers and co-workers to refine or redefine their employment responsibilities; and
- Staff working with management to maintain and enhance our capacity and effectiveness as an organization.

Final decisions with respect to Organizational Downsizing rest with the employer.

ROLES IN ORGANIZATIONAL DOWNSIZING

Employer: The Employer will prepare the Organizational Downsizing Plan and bears final responsibility for its implementation and evaluation, as well as the development of appropriate training and team-building plans.

Employees: Employees shall have the opportunity prior to adoption of the final Organizational Downsizing Plan, to participate in the identification of change needs, the design of new structures and systems to meet the objectives and the development of options and recommendations.



The Union: The Union will ensure that the rights and interests of non-management staff are upheld. The Union also has a role in responding to the Organizational Downsizing Plan, participating in work unit and other discussions related to Organizational Downsizing, and representing the rights of individual employees, when necessary, with respect to such matters as redundancy, new positions, redefined positions, transfers, selection and recall.

PROCESS AND TIMELINES

If layoffs are being considered, due to actual or anticipated budgetary shortfalls, then the following applies:

Management will:

1. Provide formal notification to the Union
2. After five (5) days, communicate with all staff
3. Provide financial information and evidence of cost reductions to the Union.
4. Implement a hiring freeze - The freeze applies to all temporary and permanent positions. Positions deemed essential for organizational continuity are exempt from the freeze. Any other exceptions must be referred to the union for approval.

After the consideration period, if layoffs become necessary due to actual or anticipated budgetary shortfalls,

Management will:

1. Provide formal notification to the union
2. After five (5) days communicate with all staff and identify how many positions need to be cut to achieve financial sustainability
3. Maintain a hiring freeze
4. Enter into a Notification of Voluntary Redundancy Period

VOLUNTARY REDUNDANCIES

A voluntary redundancy period will commence on the day that the Employer communicates to the Union the approximate number of staff positions that must be eliminated. Employees will have two (2) weeks from the start of the voluntary redundancy period to elect to accept a voluntary redundancy. Any Employee electing to accept a voluntary redundancy shall be entitled to at a minimum:

At least one (1) month of notice plus an additional week for each year of service over 4 years (to a maximum of 16 weeks of Notice).



In addition to the notice of period, Employees will receive severance pay of two (2) weeks of regular salary for every year of service, up to a maximum of fifty-two (52) weeks. Severance pay will be pro-rated. Employees opting for severance will not be entitled to recall rights.

The Employer will continue to make its regular employer contributions for employee health, dental, retirement and other benefits for a period of three (3) months following the termination date.

Costs for career counselling, development, or training courses of up to \$3,000 will be reimbursed by the Employer upon receiving receipts from the Employee.

The Employer will provide the Employee with a letter of reference upon their request.

The Employer may elect to provide additional benefits such as salary continuance.

The Employer will provide a list of essential positions that may be filled during or after the hiring freeze.

LAYOFF

Following the Voluntary Redundancy Period, if the number of employees who elected to accept a voluntary redundancy package is lower than the number of staff departures required for financial sustainability, Management will provide a rationale for and identify the positions to be cut. The Union will be notified five (5) days prior to affected employees. Following the five (5) days, affected employees will receive notice.

Employees will receive at least one month of written notice of termination plus an additional week for each year of service over 4 years (to a maximum of 16 weeks of Notice).

In addition to the notice of termination, Employees who are laid off shall receive severance pay of two (2) weeks of regular salary for every year of service, up to a maximum of fifty-two (52) weeks. Severance pay will be pro-rated. Employees opting for severance will not be entitled to recall rights.

The Employer will continue to make regular employer contributions for employee health, dental, retirement and other benefits for a period of three (3) months following the termination date.

Costs for career counselling, development, or training courses of up to \$3,000 will be reimbursed by the Employer upon receiving receipts from the Employee.

The Employer will provide the Employee with a letter of reference upon their request.

The Employer may elect to provide additional benefits such as salary continuance.



RECALL

Employees who do not opt for severance have a right of recall for twenty-four (24) months after the final layoff. Employees shall be recalled in order of seniority provided the Employee possesses the minimum job qualifications and the ability to perform the job. Salary continuance, if still in place, will end on the day that the recalled Employee recommences work for the Employer. It is the Employee's responsibility to provide up to date contact information to the Employer in the event of recall.

DRAFT ORGANIZATIONAL RESTRUCTURING PLAN

After affected employees receive notice, Management will communicate a draft Organizational Restructuring Plan to all staff for consultation. These consultations are crucial to identify gaps, generate alternative arrangements, and allow for collaboration among and between teams to ensure a practical and fully realized plan.

Teams, individual staff as well as the Union will have fifteen (15) working days to respond to any aspect of the plan. During this period:

1. All teams will meet and provide written feedback to the Executive Director
2. The Senior leadership Team will receive this information and then meet with all teams
3. Team notes will be shared with all staff
4. An all-staff session will be scheduled to allow cross-team input
5. The hiring freeze remains in place

Following the consultation period, the final plan will be completed within five (5) working days following the deadlines for staff responses and shared with all staff.

7. GRIEVANCE AND DISPUTE RESOLUTION

7.1 COMPLAINTS, GRIEVANCE PROCEDURES AND ARBITRATION

General

This Agreement aims to establish clear, fair and timely processes for the resolution of complaints and formal grievances.



All Parties will make every reasonable effort to resolve disputes arising from the interpretation, application, administration or alleged contravention of this Agreement, policies and workplace practices promptly, justly, and equitably.

An Employee can be accompanied by a Union representative at any stage of this process.

Grievance:

A formal complaint raised by an employee or group of employees regarding a violation of their rights under the collective agreement, policies, or workplace practices.

Complaint– Informal Resolution

Employees are encouraged to first attempt to resolve issues informally by discussing the matter directly with the immediate supervisor. Employees may request union representation and/or another employee to provide mediation/support if required.

Once an Employee discusses the matter with their immediate supervisor, the supervisor will make all reasonable efforts to address and resolve the issue promptly. The supervisor will respond to the Employee within five (5) working days after the complaint was discussed and, if not satisfied, the complainant may then file a formal grievance.

Types of Grievances

Grievances may include, but are not limited to the following:

- **General Grievance** - complaints regarding general working conditions, violations of the collective agreement, or workplace policies
- **Individual Grievance** - a grievance which involves a single individual
- **Group Grievance** - a grievance which is raised by multiple employees regarding an issue that affects them collectively, typically involving workplace conditions, policies, or practices that impact the group as a whole.
- **Policy Grievance** - complaints initiated by the union on behalf of an employee concerning the interpretation, application, or violation of a specific policy or provision of the collective agreement, rather than an individual employee's concern
- **Suspension Grievance (See Article 7.1 Complaints, Grievance Procedures and Arbitration)**



- complaints regarding the suspension of an employee, particularly when alleged to be unjust or without proper cause
- **Discharge Grievance (See Article 7.1)** complaints regarding termination of employment alleged to be unjust or in violation of the collective agreement.

FORMAL GRIEVANCE PROCESS

STEP 1

If the issue is not resolved informally, the employee or the designated union representative may submit a formal written grievance to the attention of the Employee(s)' Manager, with a copy sent to the Manager of EPC, in writing within ten (10) working days of when the Employee(s) knew or reasonably ought to have known of the circumstance(s) giving rise to the grievance or the failure of the informal resolution process. This will be submitted on the Union's grievance form and will include the signature of the griever and the Union representative.

- The grievance shall set out the details of the circumstance giving rise to the grievance, specify the Article(s), policies or workplace practices that allegedly has or have been breached, and identify the remedy sought.
- The Employee's Manager will provide a decision in writing within five (5) working days following the day on which the grievance is submitted. The Manager shall forward the written decision to the Union and copy the Manager of EPC.
- If the Grievance is resolved at Step 1, the resolution will be documented and signed by the Union representative and the Director responsible for EPC within five (5) working days, with copies to all parties.
- If the matter is not resolved at Step 1, the employee or the designated union representative may move to Step 2.

STEP 2



A grievance filed at Step 2 will be submitted in writing to the Director responsible for EPC, or in the case of policy grievance to the Executive Director, within seven (7) working days of the **STEP 1** reply.

- A meeting will be held to discuss the details of the grievance, gather additional information, and explore a possible resolution. Both parties shall present their perspectives and evidence and shall respond to the grievance, in writing, within ten (10) working days of this meeting.
- Efforts shall be made to resolve the grievance during this meeting. If an agreement is reached, the terms of the resolution will be documented and signed by and copied to all parties.
- If a resolution is not reached, the matter is referred to the Executive Director or designate who will provide a decision in writing within fifteen (15) working days after the meeting.
- If the Grievance is resolved at Step 2, the resolution will be documented and signed by the Union representative and the Director responsible for EPC within fifteen (15) working days after the date of the response of the Director responsible for EPC or the Executive Director, as the case may be. Copies will be provided to all parties.
 - **Note: In the event the grieving Party fails to act within the time limits set out at any of the steps of the Grievance process and/or Arbitration procedure, and has not, within that period, requested and been granted an extension of time, the Grievance will be considered abandoned or resolved on the basis of the responding Party's last response, as the case may be.**
- If the grievance is not settled at Step 2, the Union or the Employer may secure the services of a Grievance Mediator, if there is mutual agreement, and / or refer the Grievance to Arbitration.

Mediation (if necessary)

Mediation Request:



Either party may request mediation. This request must be made within ten (10) working days after the Step 2 grievance meeting.

Mediation Selection:

A neutral third-party mediator, agreed upon by both the union and management, shall be selected. The Parties shall share equally in the costs involved in the appointment of a mediator. If mediation does not resolve the grievance, either party request arbitration within ten (10) working days following the mediation meeting if no settlement is reached.

Where there is mutual agreement to secure the services of a Grievance Mediator, all costs shall be shared equally between the Employer and the Union.

Arbitration

When the Employer or the Union decides that a grievance is to be submitted to arbitration, notification will be given in writing to the other party withing one (1) calendar month of the reply at Step 2 or within ten (10) working days after the grievance mediation meeting if no settlement is reached. If no written request for arbitration is received within these timeframes, the grievance will be considered abandoned.

The parties will use one arbitrator to decide unresolved grievances between them. The notification to submit the grievance to Arbitration will include the names of two (2) proposed arbitrators. Within ten (10) working days of receipt of the written notice to refer the grievance to arbitration, the responding party will advise, in writing, their agreement to either arbitrator or propose an alternative arbitrator.

If the parties cannot agree to a Sole Arbitrator within twenty (20) working days of the notice to submit the matter to arbitration, then either party may request the Ministry of Labour for the Province of Ontario to appoint a Sole Arbitrator. The cost of the arbitrator shall be shared equally by the Employer and the Union.

An arbitrator or Board of Arbitration has the powers of an arbitrator under the *Ontario Labour Relations Act*, but shall not have the power to alter, amend, add to or subtract from this Agreement or to render a decision inconsistent with its terms.

A decision of an arbitrator or Board of Arbitration shall be final and binding on the Parties. Each Party shall pay fifty percent (50%) of the fees and expenses of the single arbitrator.



GRIEVANCES RELATED TO SUSPENSION, DISCIPLINARY ACTIONS AND WARNINGS

In the case of suspension, prior to deciding on any disciplinary action, the employer will meet with the employee, and union representative at the request of the employee, to disclose the nature of the concern and seek the employee's input.

Where a grievance alleges unjust suspension, the grievance shall commence at Step 2 of the formal grievance process within five (5) working days of suspension.

In the case the grievance may be settled by confirming the Employer's action or by reinstating the employee, with or without compensation for the time lost or any other arrangement which is just and equitable in the opinion of the conferring Parties or the Board of Arbitration, if the matter is submitted to Arbitration:

- Where the Employer finds it necessary to place against the record of an employee a written confirmation of disciplinary action, a copy shall be given to the employee with a copy to the Union representative at the time the written discipline is given. The employee, if they wish, may respond to this disciplinary action in writing.
- The employee's response is to be placed in the Employee's personnel file along with the written confirmation of discipline.
- The record of an employee (including non-disciplinary letters of expectation) shall not be used against such employee at any time after eighteen (18) months, following a suspension or disciplinary action- unless related behavior has been referenced in writing for the purpose of subsequent discipline during this period.
- After eighteen (18) months, the record of disciplinary action will be removed from the employee's file at the employee's request and a letter will be sent to the employee confirming such action was taken provided the conditions above are met.

ALLEGED IMPROPER DISCHARGE

These are complaints regarding separation from employment alleged to be improper, including constructive discharge or involuntary resignation.



Where a grievance alleges unjust dismissal, or improper separation from employment, the grievance shall commence at Step 2 of the formal grievance process within five (5) working days of dismissal, or separation from employment.

7.2 ALTERNATIVE CONFLICT RESOLUTION PROCESS

Conflict is defined as a state of unresolved, adversarial perceptions, emotions, and assumptions among people who are in disagreement.

When managed constructively, conflict can lead to effective new ways of working together, communicating and behaving.

When workplace conflicts arise, the Alternative Conflict Resolution Policy shall be followed. The Policy intends to address obstacles that may interfere with our effectiveness in carrying out the organization's mission and goals. The complaint-based procedures of the Policy apply to all employees. While the procedures of the Policy do extend to mediation and review, the main focus of our conflict resolution approach is direct communication between the parties involved.

Conflict in the Alternative Conflict Resolution Policy does not include workplace violence and harassment. Instances of workplace violence and harassment must be addressed through the Addressing Discrimination, Harassment, Violence in the Workplace Policy.

7.3 CONFLICT OF INTEREST

Amnesty International Canadian Section (English Speaking) must strive, as far as possible, to conduct its affairs in an honest, forthright, and independent manner. The Conflict of Interest policy aims to identify, prevent, and manage conflicts of interest to protect the organization's interests, reputation, and stakeholders' trust.

The highest standard of trust and integrity are required to support and advance the interests of AICS(ES) to avoid situations where private interests may be in conflict with or be perceived to be in conflict with the interests of AICS(ES). Employees and all individual associated with AICS(ES) must therefore refrain from undertaking any activities that are perceived to be or are in conflict of interest with AICS(ES)'s mission or activities.

AICS(ES) will not tolerate an improper or undisclosed conflict of interest. Employees and all individuals associated with the organization must promptly disclose any actual or potential conflicts of interest with their supervisor, department head and the Equity, People and Culture Department, or a trusted senior management, or designated within the organization. Failure to disclose or discuss information related to conflict of interest by any individual, will be subject to disciplinary and




corrective actions, up to and including immediate employment or contract termination with AICS(ES).

8. DURATION OF AGREEMENT

This Agreement shall continue in effect from **May 1, 2025, ending April 30, 2028**, and shall continue to be in effect thereafter unless either party notifies the other, in writing, of its intention to negotiate a new Agreement within the period of ninety (90) days before the Agreement ceases to operate.

For the Union.





Jessica Brodribb (Jun 23, 2025 12:21 EDT)

For the Employer.





Cian Mc Sweeney



J. Dehgahi (Jun 24, 2025 13:01 EDT)

Draft Signed June 23, 2025

June,23,2025



APPENDICES

SALARY GRID 2025

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 1	50,880	53,167	55,454	57,741	60,028	62,317
Level 2	56,319	58,607	60,893	63,183	65,471	67,755
Level 3	65,409	67,743	70,078	72,415	74,754	77,089
Level 4	79,236	81,519	83,810	86,095	88,386	90,669

TOR LABOUR MANAGEMENT COMMITTEE

Mandate

The Labour Management Committee is comprised of representatives from both management and the Union, working together to foster a workplace environment that respects and promotes the interests and well-being of all employees.

The parties agree that the Labour and Management Committee ('the Committee') shall meet for the following purposes:

- To provide a venue for strengthening communication between employees and Management
- To address workplace changes in a collaborative and proactive manner by responding to and anticipating issues impacting on the workplace including systemic workload management issues for teams and job roles
- To act as appropriate by referring the matter to an existing procedure, recommending a new process on an ad-hoc basis, or proposing that no further action is required at this time
- To facilitate resolution of workplace conflict that can be handled by informal discussion



The mandate of the committee does not include any discussion of grievances, the drafting of Letters of Agreement, or addressing any issues that are part of the collective agreement bargaining process.

Participation

Members: The committee shall consist of:

- Up to three (3) Management representatives to include: the Manager of Equity, People and Culture, a member of the Strategy Unit and a member of the Tactical Unit; and
- Up to three (3) Union representatives to include: the chair of the bargaining unit/steward, representatives from different teams across the organization
- Meetings shall proceed where there are at least two (2) representatives from each party in attendance. From Management, one must be Manager of Equity, People and Culture. From the Union, one must a Union Representative.

Roles/Functions

- **Chair:** The parties agree that the Chair of the Committee shall normally alternate between the parties on a monthly basis. The Chair for the next meeting will be agreed upon at the end of the current meeting.
- **Minute Taker:** The parties agree that the Minute Taker for the Committee shall normally alternate between the parties on a monthly basis. The Minute Taker for the next meeting will be agreed upon at the end of the current meeting and will alternate between the team not responsible for chairing.
- **Committee Responsibilities:** All committee members are responsible for:
 - Consulting with constituents to ensure issues and concerns appropriate to this committee are identified and brought forward to the committee
 - Reaching consensus to facilitate resolutions to problems
 - Communicating and consulting with their principals and constituents concerning discussions and recommendations from the Committee

Timing and Frequency of Meetings

Meetings will normally be conducted once per month unless there are no items to discuss.

Agenda and Meeting Minutes:

Agenda

The agenda shall include the following:

- Date, time and location of the meeting



- Unresolved business arising from previous meetings
- Discussion items with background information where appropriate

The cut-off for submission of agenda items is normally five (5) business days prior to the meeting. The agenda shall be prepared by the Chair and will be distributed three (3) business days prior to the meeting. Additional items can be added to the agenda on shorter notice, recognizing that items may be tabled. However, documentation must be circulated as far in advance as possible.

Minutes:

The minutes shall include the following:

- Date, time and location of the meeting
- Meeting attendees
- Action and follow-up items (including members responsible)
- Completion dates
- Next meeting reminder

The Minute Taker shall circulate the minutes to the Committee as soon after the meeting as possible. The Minute Taker shall ensure meeting minutes are uploaded to the shared drive.

Record Keeping

The Minute Taker must keep confidential all copies of agendas, minutes, resources and other documentation relating to the committee's activities. Electronic copies shall be stored on a secure data directory accessible to both the Union and Management members of the Committee.

Archiving of records must be agreed upon by both parties.

In addition to recognizing these roles, this Agreement establishes the Labour Management Committee as a key consultative body designed to support and enhance constructive and positive labour relations for all employees. The Committee's role includes:

Facilitating Communication: Serving as a bridge to enhance mutual understanding and effective communication between management and staff.

Advisory Capacity: Providing advice on issues affecting workplace relations, including changes to workplace practices and potential conflicts, with the aim of proactive resolution.

Promoting Collaboration: Encouraging collaborative problem-solving approaches to workplace issues, ensuring that both management and staff perspectives are considered.



Policy Development Support: Assisting in the development and implementation of policies that affect employees, ensuring these policies are fair, transparent, and aligned with the goals of both management and staff.

Regular Meetings: Convening regularly to discuss ongoing issues, monitor the relationship climate, and address any emerging concerns promptly.

The Labour Management Committee is comprised of representatives from both management and the Union, working together to foster a workplace environment that respects and promotes the interests and well-being of all employees

TOR - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

1. INTRODUCTION

The Ontario Occupational Health and Safety Act (OHSA) requires the establishment of a Joint Occupational Health and Safety Committee (JOHSC) where twenty or more workers are regularly employed at a workplace and to conduct JOHSC meetings on a regular basis, no less than quarterly, and as often as each JOHSC deems appropriate.

It is also required that each JOHSC has a Certified Management and a Certified Worker representative. The OHSA is based on the principle of the "internal responsibility system", whereby every individual in the workplace has responsibilities for health and safety. The Joint Occupational Health and Safety Committee gives formal expression to the right of employees, (i.e. all full-time, contracted and part-time university workers) to participate in decisions affecting their health and safety.

The JOHSC is thus an integral and essential component of the health and safety management system of Amnesty International Canadian Section (English Speaking) (AICS(ES)). The OHSA specifies the composition, selection, function and powers of the JOHSC. These terms of reference build on the basic requirements of the Act and outline the operating procedures for AICS(ES)' JOHSCs. These Terms of Reference will be reviewed by the JOHSC at least once per year and revised as appropriate.



2. PURPOSE OF THE COMMITTEE

The purpose of this committee is to consult and communicate with workers and their Joint Occupational Health and Safety Committee representatives on health, safety, and wellness matters, encouraging their proactive participation and commitment. This includes proactively developing health, safety and wellness programs and initiatives integrating an intersectional feminist anti-racist and anti-oppressive lens.

AICS(ES) will also manage, and investigate work-related injuries, significant near misses and incidents reported formally and informally to ensure we are maintaining and improving our health, safety, and wellness for all at AICS(ES).

3. COMPOSITION OF THE JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEES

3.1. The JOHSC will be composed of members who do not exercise managerial functions (union members) and of members which exercise managerial functions for AICS(ES) (management members). At least 50% of JOHSC members shall be worker members, in compliance with Section 9(7) of the OHS Act.

3.2. If the JOHSC decides to add additional members in order to achieve better representation or to carry out its functions effectively, the number of management representatives must not exceed 50% of the total membership of the JOHSC.

3.3. With the objective of the whole JOHSC being generally representative of departments across the organization, new members will first be sought from departments and/or regional offices that do not already have an existing member (union or management) from that area.

3.4. The management members of the JOHSC can volunteer to participate. In the event of more than one person being interested in becoming a management representative, an appointment will be made by the Executive Director.

3.5. Standing Management Representatives will include the Manager of People Experience and the Director of Finance and Operations

3.6. For unionized members, the union will appoint a worker representative and be entitled to have a representative on any JOHSC required by the OHS Act.

3.7. Any JOHSC may invite educators, specialists or instructors who are external to the organization to attend meetings to share with us their professional expertise. These individuals will not have voting rights.



- 3.8. The membership term shall run from January 1 through December 31 each year.
- 3.9. The normal term for a JOHSC member will be one year. Members may be reappointed by the area they represent (management, union)
- 3.10. All time spent by members at JOHSC meetings, or in activities relating to the function of either JOHSC, or in any related activity required to meet their obligations under the Occupational Health and Safety Act, shall be deemed to be work time, and AICS(ES) shall pay the member for those times at the member's regular rate as may be proper.
- 3.11. The current membership of each JOHSC shall be posted in an area accessible by all employees at the organization.

4. FUNCTIONS OF THE JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

- 4.1. To attain the spirit of the Occupational Health and Safety Act, the primary functions of the Committee shall be to:
- 4.1.1. Identify potential hazards in the workplace
 - 4.1.2. Evaluate these potential hazards
 - 4.1.3. Recommend corrective action
 - 4.1.4. Follow up on implemented recommendations
 - 4.1.5. Ensure that incident investigations and regular inspections are carried out as required

5. JOINT HEALTH & SAFETY COMMITTEE OPERATIONS

- 5.1. The JOHSC shall meet at least every three months, or more frequently as determined by each JOHSC.
- 5.2. Each JOHSC shall have two (2) co-chairs, one appointed by the union representatives and one appointed by the management representative. The two co-chairs shall chair alternate meetings.
- 5.3. The JOHSC Secretary shall consult the two co-chairs and prepare and distribute an agenda to the members one week before the regularly scheduled meeting.
- 5.4. The JOHSC shall keep minutes of meetings. The minutes are to be recorded by one member of the committee (responsibility to be rotated) within two weeks of the meeting's completion



- 5.5. Approved minutes shall be distributed to all members of the JOHSC
- 5.6. A list of the names, work locations, telephone numbers and e-mail addresses of JOHSC members shall be posted prominently in the workplace and on relevant digital spaces so that they may come to the attention of employees.
- 5.7. JOHSC meetings require a quorum of four (4) members, of which at least 50 % must be workers and one must be a management representative, in order to conduct JOHSC business.
- 5.8. The JOHSC shall endeavor to reach decisions by consensus. Where no consensus is achieved a simple majority shall suffice and this will be noted in the minutes
- 5.9. All items that are resolved will be reported in the minutes. Unresolved items will be placed on the agenda for the next meeting.
- 5.10. In the event of an emergency the Executive Director, Designate, Co-chair or a certified member can call a meeting of the Committee.
- 5.11. Any member of the committee has the right to make additions to the Agenda.
- 5.12. A copy of the minutes is distributed to all Amnesty International Canada facilities and made available to all employees electronically.

6. JOINT HEALTH & SAFETY COMMITTEE CERTIFIED MEMBERS

- 6.1. At least one worker member and one management member of each JOHSC shall obtain "certification" from the Ministry of Labour.
- 6.2. The JOHSC shall review and assess actual or potential workplace hazards and recommend appropriate workplace-specific certification training.
- 6.3. The JOHSC shall formally identify those Certified Members on the JOHSC who are solely entitled to perform the duties of a Certified Member under the Act.
- 6.4. The identified Certified Members of each JOHSC's shall: a) be notified by the employer of and investigate, along with the appropriate supervisor, all work refusals; b) be informed by the employer of and accompany Ministry of Labour inspectors during a workplace visit or Ministry inspection; c) be informed by the employer of and be present at the commencement of any workplace testing.



7. JOINT HEALTH & SAFETY COMMITTEE WORKPLACE INSPECTIONS

7.1. For purposes of inspection, a workplace is any place in or about a place where an employee of AICS(ES) works.

7.2. The JOHSC shall designate one or more worker members of the JOHSC to inspect the physical condition of the workplace.

7.3. Each JOHSC shall establish an inspection schedule such that at least a portion of the workplace is inspected each month and the entire workplace is inspected at least once per year.

7.4. The worker member or members conducting the inspection shall report to the management of the workplace and to their JOHSC any situations which may be a source of danger or hazard to workers.

7.5. Each JOHSC shall follow-up on the disposition of any hazards identified during their inspections.

7.6. Workplace inspections shall be conducted in accordance with and as set out in the criteria noted in the applicable Health and Safety Inspection checklist.

7.7. All health and safety concerns raised during the workplace inspection will be recorded on an appropriate workplace inspection form with the members of the inspection team identified.

7.8. The workplace inspection form will be forwarded to the manager or supervisor of the area inspected, Director of Equity, People and Culture, Director of Finance and Operations, and to the JOHSC Secretary within two (2) days of the workplace inspection. Management will inform the JOHSC of the status of any outstanding items by the next JOHSC meeting.

8. JOINT HEALTH & SAFETY COMMITTEE RECOMMENDATIONS

8.1. Recommendations should summarize the concern, the recommendation, and a time frame for implementation. The employer shall respond in writing within 21 days of the date the recommendation is submitted.

8.2. Each JOHSC member may make written recommendations to the Director of Equity, People and Culture, Director of Finance and Operations, and to the JOHSC Secretary who shall respond in writing within 21 days. The response of the employer shall contain either:

8.2.1. a timetable for implementing the recommendations with which the employer agrees, or



8.2.2. the reasons why the employer disagrees with any recommendations that the employer does not accept.












Final Agreed CA 2025-2028


Final Audit Report

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