

COLLECTIVE AGREEMENT

BETWEEN

**JEWISH IMMIGRANT AID SERVICES
(JIAS) TORONTO**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
(CUPE)**

and its

LOCAL 2063

EFFECTIVE

JULY 1, 2019 to JUNE 30, 2023

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ARTICLE 1: MANAGEMENT RIGHTS

- 1.01 The Union recognizes that the operation and the management of the Agency and the direction of the working forces of the Agency are fixed exclusively in the Agency except as specifically limited by the express provisions of this Agreement, and without limiting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Agency to:
- a. maintain order and efficiency;
 - b. hire, promote, demote, classify, transfer, suspend, and to discipline or discharge any employee provided that a claim by an employee who has acquired seniority that he has been discharged, demoted, or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - c. make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that when new rules are enacted, a copy shall be given to the Executive Committee of the Local and an opportunity given them to make representations.
 - d. Determine the nature of the kind of business conducted by the Agency, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations of any part thereof;
 - e. Determine and exercise all other functions and prerogatives, which shall remain solely with the Agency except as specifically limited by the pressed provisions of the Agreement.

ARTICLE 2: RECOGNITION

- 2.01 **Jewish Immigrant Aid Services (hereinafter the Employer, the Agency or JIAS) recognizes the Union as the exclusive collective bargaining agent for all employees of the Employer save and except persons above the rank of Managers, Director of Finance, Human Resources/Payroll, Executive Assistant reporting to the Executive Director, summer students, and temporary and contract employees hired for a period of sixty (60) working days, or the equivalent number of working hours, or less.**
- 2.02 The term "employees" wherever used in this Agreement shall mean those persons described in the bargaining unit set forth Clause 2.01.
- 2.03 It is understood by the parties that this Collective Agreement shall constitute the entire agreement between the parties and that no party shall call upon any right or benefit not expressly provided in this agreement.

2.04 No employee shall suffer a loss of working hours or employment as a result of the hiring of a temporary or contract employee.

2.05 Fixed Term Contracts

It is agreed that where bargaining unit employees are hired pursuant to external funding for a fixed-term contract, such bargaining unit employees will be governed by the Collective Agreement during the term of their employment. However, it is agreed that such employees are not eligible for layoff or recall rights, where such position ends at the end of the funding term. Where such contracts end at the designated date, the cessation of employment will not be considered a layoff or termination under this Agreement and all rights will terminate as of the end date.

ARTICLE 3: NO DISCRIMINATION

3.01 The parties agree that there shall be no discrimination against any employee in the exercise of any of his lawful rights and in recognition of the fact that the parties are bound by the provisions of the Ontario Human Rights Code, any allegation that either party has acted in the manner inconsistent with the provisions of the code with respect to any employee, may be dealt with in accordance with the grievance and arbitration procedures established herein. The parties agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised by either them or their representatives or members because of an employee's membership or non-membership in the Union or because of his participation or refraining from participation in the lawful activities of the a trade union.

ARTICLE 4: UNION SECURITY AND CHECK-OFF

4.01 The Employer agrees to deduct from the payroll from all employees the dues prescribed by the Union and to remit those to the Union on or before the 15th of each month. The remittance shall include the name of each employee and the amount which was deducted from his/her pay.

4.02 Employees hired by the Employer shall, as a condition of employment, join the Union at the end of thirty (30) days of employment, and shall pay dues.

4.03 In order that the Employer may have definite instructions as to what amount is to be deducted for monthly Union dues or assessments, it is agreed that the Union shall promptly notify the Employer in writing over the signature of its designated officer, or the amount of the deduction to be made by the Employer for month Union dues or assessments, and the Employer shall have the right to continue to rely on such written notification from the Union signed with the same formality.

- 4.04 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/ her Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, not to exceed one half (1/2) hour without loss of pay, during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 5: STRIKES AND LOCKOUTS

- 5.01 In view of the orderly procedure herein established by this Agreement for settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement its members will not sanction, call nor participate in a strike, slowdown, refusal to perform work, picketing, or other collective or individual interference with the operation of the Employer' s business .
- 5.02 The Employer agrees that there shall be no lockout during the life of the Agreement.
- 5.03 The Union agrees that it will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.

ARTICLE 6: CORRESPONDENCE

- 6.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director, or **their** designate, of the Employer and the Steward or National Representative or their designate. The Union shall inform the Employer in writing of the name and address of the Recording Secretary of the Union, and of any changes as they occur.

ARTICLE 7: REPRESENTATIVES

- 7.01 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or otherwise select a steward who has completed his/her probationary period whose duties shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure.
- 7.02 It is agreed that the steward so selected will constitute the grievance committee of the Union so long as he or she may remain an employee or until his or her successor is chosen and the name of the successor communicated to the Employer in writing.
- 7.03 The Union acknowledges that the steward has his/her regular work to perform on behalf of the Agency. No steward shall leave his/her work without obtaining the permission of his immediate supervisor. Such permission shall not be unreasonably

withheld, and such authorized absence shall be without loss of regular pay.

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

7.05 Bargaining Committee

The Employer agrees to recognize a Bargaining Committee composed of not more than two (2) bargaining unit members who have completed their probationary period. The Union will advise the Employer in writing of the Union nominees to the Committee. The Employer agrees to pay said members of the Bargaining Committee for time spent negotiating a renewal Collective Agreement during regular scheduled time hours. Payment for such hours will be at the Employee's regular rate of pay. The Employer will advise the Union in writing of the Employer nominees to the Committee.

7.06 Time Off for Union Business

The Employer agrees to allow a total of two full time equivalent (2 FTE) days per year for Union Officers/Stewards to attend to union business outside the workplace with no loss of pay, benefits or seniority. Such time off shall be requested by the Union Officer/Steward, with not less than two (2) weeks' notice.

7.07 Labour/Management Meetings

- a. A Labour / Management meeting shall be held at least quarterly. Agenda items shall be shared one (1) week prior to the meeting. Should there be no agenda items a meeting shall not be required.
- b. The CUPE National Representative and the Local President shall be allowed to attend.
- c. The Stewards shall attend with no loss of pay, benefits or seniority.

ARTICLE 8: SENIORITY

8.01 (a) Seniority shall be computed from the commencement of continuous employment from the last date of hire and shall accrue during vacation, pregnancy leave and parental leave, adoption leave, sick leave, **including lost time pursuant to the Workplace Safety and Insurance Act, as amended**, jury duty leave, bereavement leave.

Seniority accrual with respect to a leave to write an examination is governed by article 17.04. Seniority with respect to educational leave is defined in Article 17.10.

(b) The Employer will provide the Union with a seniority list on January 1st of each calendar year.

8.02 An employee shall be considered on probation until he/she has been employed for three (3) months. Probationary periods may be extended by mutual agreement of the parties **in writing**.

8.03 Seniority shall terminate and an employee's employment shall be deemed to be terminated if:

- a. he/ she quits.;
- b. he/ she is discharged;
- c. he/she is retired;
- d. he/she fails to return to work upon the termination of an authorized leave of absence without providing a reason satisfactory to the Employer. The Employer agrees that they will not act unreasonably in making this determination;
- e. he/she utilizes a leave of absence for purposes other than those for which the leave was granted;
- f. he/she is on layoff for more than eighteen (18) months;
- g. he/she is absent from work without permission for three (3) consecutive working days without providing a reason satisfactory to the Employer. The Employer agrees that they will not act unreasonably in making this determination;
- h. he/she fails to report for work within five (5) working days following a layoff after being notified to return to work
- i. **if they are absent for thirty-six (36) months by reason of illness, accident or injury, and are unable to return to their position, or to an available position for which they are qualified through the job posting process, or to a modified work opportunity.**

8.04 Permanent vacancies which the Employer intends to fill have to be posted for five (5) working days. Vacancies which will not or are not expected to exceed ninety (90) calendar days and vacancies caused by absence due to illness, accident, leave of absence (including maternity leave) need not be posted unless agreed to by the parties. Such temporary vacancies may be filled at the discretion of the employer which include the temporary reassignment of any employee.

- 8.05 At the time a worker is promoted from one position to another, he/she shall receive a salary equivalent to the minimum scale of the new category if that is greater than his/her present salary, he/she shall then advance to the first step of his/her new position which is greater than his/her present salary. An employee who is promoted shall advance to the next step of his/her new position on the anniversary date of his/her promotion.
- 8.06 Clerical employees temporarily transferred to a higher position for a period in excess of one (1) week in a calendar year shall receive a salary equivalent to at least the beginning rate of the new position provided that it is higher than the present salary for the duration of such employment.
- 8.07 The successful applicant on promotion shall be placed on trial for a period of six (6) weeks. In the event the successful applicant proves unsatisfactory in the Employer's opinion in the position during the aforementioned trial period, or if the employee finds himself/herself unable to perform the duties of the new position, he/she shall be returned to his/her former or comparable position without loss of seniority. Any other employee promoted or transferred because of the employee's selection for a position on a trial period may also be returned to his/her former or comparable position without loss of seniority.
- 8.08 **Job Postings**
Where the employer posts a vacancy in accordance with Article 8.04 the posting, which shall be on JIAS letterhead, shall contain the following information:
- length of the vacancy
 - effective date of the vacancy
 - salary range of the job
 - description and title of the job
 - any other conditions of employment
 - deadline for submitting applications
 - and be posted on the union bulletin board
- 8.09 Vacancies posted in accordance with Article 8.04 shall be posted internally first for a **period of five (5) days, at which time it may be posted externally. The Employer will, however, not consider any external candidate if there is a qualified internal candidate as per Article 9.01.**
- 8.10 The Union Recording Secretary/Treasurer, President or designate shall receive copies of all job postings, promotions, transfers, hiring letters and where employees are placed on the wage grid.

- 8.11 When a temporary or part-time position is to become a full-time position, the employer shall post the position as per Article 8.04 and 8.09. Priority in hiring shall be given to employees in order of seniority.
- 8.12 **Where the Employer decides to post a non-bargaining unit position, a copy of the posting will be provided to the Union President. Nothing herein obligates the Employer to interview or consider a bargaining unit member for such position.**

ARTICLE 9: LAYOFFS AND RECALL

9.01 Job Postings and Promotions

Having regard to the nature and responsibilities of the Employer, the Employer and the Union agree that primary consideration must be given to the competence of employees to perform requirements of the job. Accordingly, in cases of promotion of employees, and layoff or recall from layoff, the following factors shall be considered:

- a. professional qualifications;
- b. training;
- c. experience;
- d. performance including attitude and motivation and ability;
- e. seniority.

Where the factors in (a) to (d) are relatively equal in the opinion of the Employer factor (e) shall prevail. Promotion as used in this Agreement shall be deemed to mean a permanent transfer to a job carrying higher rate of pay or range of rates.

9.02 (a) Layoffs

In the event of a reduction of employees, employees shall be laid off on the basis of bargaining unit seniority, provided the remaining employees have the necessary qualifications and ability to perform the available work. The Employer shall then advise the Union of those employees affected who may then exercise displacement rights against employees in the same or lower classification provided that the remaining employees have the necessary qualifications and ability to perform the work.

(b) The Employer agrees to provide employees with written notice of layoffs in accordance with section 57 (1) of the Employment Standards Act and will additionally provide the following notice in the event of a permanent layoff. **It is agreed that notice of layoff may be provided as written (working) or by providing payment in lieu of written notice.**

- if the employee's service is greater than 9 years - 9 weeks' notice
- if the employee's service is greater than 10 years - 10 weeks' notice
- if the employee's service is greater than 11 years - 11 weeks' notice
- if the employee's service is greater than 12 years -12 weeks' notice

- 9.03 Where a lay off or elimination of a position is necessary, the Employer shall first meet with the union to discuss the effect of such reduction.
- 9.04 No new employees shall be hired, until those laid off from that position have been offered a recall.
- 9.05 The Employer shall pay for Employment Counselling at Jewish Vocational Services for laid off employees for a period of three (3) months. This will be reserved for employees who have ten (10) years or more of service.
- 9.06 Laid off employees will be provided the opportunity of recall to the position held prior to the layoff if within eighteen (18) months of lay off.
- 9.07 **Severance Pay**
When an employee receives notice of lay off, he/she shall be entitled to a severance package of one (1) week's salary for each year of service, to a maximum of **twenty-six (26) weeks** entitlement. It is understood that severance pay will only be paid when the employee agrees to terminate their employment or is no longer available for recall, or if the employee agrees to waive his/her right to recall during the layoff prior to the expiry of the eighteen (18) months. After eighteen (18) months of layoff, employment will be terminated, and severance pay shall be paid in accordance to the collective agreement. An Employee may choose to receive the above severance after six (6) months of layoff with the understanding that his/her further recall rights will be waived in doing so.
- Severance Pay will be calculated on a pro-rata basis for a partial year worked where applicable.
- 9.08 The Employer agrees to pay its share of the coverage of the Group Benefit Plan for a period of two (2) months for Employees who have been laid off. This will be reserved for employees who have five (5) years or more of service. The Employer agrees to pay its share of the coverage of the Group Benefit Plan for a period of six (6) months for Employees who have been laid off who have eighteen (18) years or more of service.
- 9.09 Grievance concerning layoffs due to reduction in the workforce shall be initiated with the Executive Director and or his/her designate.

ARTICLE 10: EMPLOYEE DEFINITIONS

- 10.01 Permanent Full time employee is an employee who works thirty-five (35) hours per week.
- 10.02 Permanent Part time employee is an employee who works less than thirty-five (35) hours per week. Part-time employees who work for a period of longer than twelve (12) months shall be entitled to vacation, sick leave, paid holidays on a pro-rated basis. **Part-time employees shall be entitled to pay in lieu of benefits of 4%.** Such part-time employees shall, after successful completion of the probationary period begin to accrue seniority on the basis of hours worked. On recall from layoff, such employees shall be entitled to the accrued sick leave credits which he/she had at the time of the layoff.
- 10.03 Contract Employee is an employee who:
- i. is hired for a period of up to twelve (12) months, and
 - ii. is hired or transferred into a position which is funded by specific grant, the continuation of which is uncertain; or
 - iii. is hired to fill a position for which the Employer is in the process of securing stable funding, or determining whether such position is viable in the long run; or
 - iv. for a special non-recurring task.

Contract employees shall be considered:

- a. a part of the bargaining unit and pay union dues; and
- b. have full rights and benefits under this Collective Agreement except as provided elsewhere in this Agreement; and
- c. be eligible for benefit coverage after a period of three (3) months; and
- d. shall work twenty (20) hours or more per week.

Where a contract position becomes a full time permanent position, the position shall be posted as per Article 8 and priority shall be given to permanent full time employees.

- 10.04 Temporary Employee
- a. An employee who is employed for a specific period of time, up to 12 months, to replace an employee who is absent for such reasons as illness, vacation, maternity leave, educational leave, or any other approved leave of absence.
 - (i) This 12-month period may be extended for up to an additional 12 months, as agreed to by the Union and the Employer.

Temporary employees shall:

- be considered part of the bargaining unit and pay Union dues;
- have full rights and benefits under this collective agreement, except as provided otherwise in this agreement;
- be eligible for benefit coverage after six (6) months.

- b. Temporary Employees who work less than seventeen (17) hours per week shall not be considered members of the bargaining unit and shall have no rights or privileges under the collective agreement and shall not be entitled to seniority, lay off and recall, benefits or any other provision of the collective agreement.
- 10.05 Where an employee is transferred to a temporary or contract position, the employee hired externally to replace that employee will be considered to be a temporary employee. In case of an internal transfer, the employee retains their seniority status and shall be returned to their permanent position at the conclusion of the temporary or contract assignment.
- 10.06 The period of temporary or contract employment may be shortened by the Employer, giving at least four (4) weeks of written notice for an employee who has worked one (1) year or more and two (2) weeks notice for an employee who has worked less than one (1) year.
- 10.07 Upon conclusion of their assignments or contracts, the employment of temporary/contract employees ceases, and they shall be terminated (unless otherwise agreed to by the Union and the Employer) and have no seniority, bumping or recall rights pursuant to Article 12 of the Collective Agreement.
- 10.08 All temporary or contract employees who are hired for a period in excess of three (3) months shall be covered by the terms and provisions of this Agreement, as set out in 10.03 and 10.04.**

ARTICLE 11: DISCIPLINE, DISCHARGE OR SUSPENSION

11.01 Discipline Procedure

The Employer shall only discipline or discharge an employee for just cause.

The employer agrees to provide progressive disciplinary measures when problems arise. Therefore, in the event the Employer initiates a disciplinary action against an employee, which may result in a disciplinary record, suspension or discharge of the employee, the following procedure shall be followed:

- (a) Prior to the imposition of any disciplinary action, the Employer shall notify the employee of the reasons for considering such action, unless the employee is a danger to him/herself and others. In this latter case the employee may be held out of service and paid for up to five (5) working days to provide the employer with sufficient time to investigate. The employee shall be notified in writing of the nature of the incident being investigated.
- (b) Discipline shall be imposed not later than ten (10) working days from the date

- of the incident giving rise to the discipline.
- (c) The employee shall be provided a verbal warning indicating that the employee's actions are inconsistent with Management policy and procedure. A written record of a verbal warning is permissible.
 - (d) Following a repeat incident, the employee shall be notified in writing, by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty
 - (e) The employee may grieve, as per Article 12, the discipline decision if they feel that it is unjust, or inconsistent with the Employer's practices.
- 11.02 The record of an employee shall not be used against her/him at any time after twelve (12) consecutive months following a suspension or disciplinary action, including letters of reprimand or any adverse reports where no further discipline has occurred.
- 11.03 **Right to Have Steward Present**
An employee shall have the right to have their steward present when the Employer has a meeting for purpose of fact-finding (including investigations), or discipline. Where the employer intends to conduct a meeting for the purpose of discipline or fact finding, the affected employee will be notified in advance of the meeting.
- 11.04 **Access to Personnel File**
An employee shall have the right **with one (1) full business days' notice** to have access to and review her/his personnel file in the presence of the employer and shall have the right to respond in writing to any document contained herein. Such reply shall become part of the permanent record. The file cannot be removed from the office. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof and shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.01 For the purpose of this Agreement, a complaint or a grievance is defined as a difference between the parties to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitral or an allegation that this Agreement has been violated.

It is the intent of the parties to resolve all grievances through informal discussion among the appropriate parties.

STEP 1

To this end, an employee with a complaint shall have a **meeting** with his/her supervisor. The employee may be accompanied by the union steward and the

supervisor shall render a written decision within five (5) working days of the **meeting**.

At this stage the supervisor may decline to consider any complaint the alleged circumstances of which originated or occurred more than fifteen (15) working days prior to the request for the **meeting**.

STEP 2

If the complaint is not settled informally, the Union may submit a grievance in writing within fifteen (15) working days from the receipt of the written decision referenced in Step 1 above.

A conference shall be arranged to be held between the Employer representative, and or his/her designate and the employee. A National Representative of the Union may, at the request of either party, attend this meeting.

The Employer shall render its written decision within five (5) working days of the conference.

- 12.02 The written grievance shall set out the facts and nature of the grievance, the date of the alleged occurrence, the section or sections of the Agreement alleged may be violated, the redress sought and shall be signed by the union.
- 12.03 In the event that an employee is discharged, the matter shall be taken up as a written grievance at Step 2 of the grievance procedure provided the employee shall initiate such grievance with five (5) working days of notification of discharge.
- 12.04 The Union may file a policy grievance concerning the general application or interpretation of this Agreement commencing at Step 2 of the grievance procedure.
- 12.05 The Employer may file a grievance commencing at Step 2 and if such grievance by the Employer is not settled at Step 2 to the mutual satisfaction of the conferring parties, it may be referred to arbitration.
- 12.06 **Group Grievance**
Where a number of employees wish to file a grievance **arising** from the same alleged violation of this Collective Agreement, and each employee would otherwise be entitled to grieve separately, such grievance may be presented as a group grievance provided the issues and facts and proposed remedy are substantially the same. Such grievance shall be originated under Step 2 and the time limits set out with respect to that Step shall appropriately apply.

ARTICLE 13: ARBITRATION

13.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral or an allegation is made that this Agreement has been violated, either of the parties may, within thirty (30) working days after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain **the name of the moving party's proposed Sole Arbitrator.**

After the moving party proposes the name of a Sole Arbitrator, the responding party will have the opportunity to agree, or propose an alternative Sole Arbitrator. If the parties are unable to agree upon a Sole Arbitrator within ten (10) days after the responding party's suggestion, then either party may request that the Ministry of Labour for the Province of Ontario appoint a Sole Arbitrator.

13.02 If notice to arbitrate is not provided within thirty (30) days, or a timeline extension is not agreed to in writing, the decision as Step 2 shall be final and binding.

13.03 A decision or settlement reached at any stage of the Arbitration procedure shall be final and binding on all parties.

13.04 The Arbitrator shall have the authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.

Where a Sole Arbitrator determines that an employee has been discharged or disciplined by an Employer for cause, and where the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter for the arbitration, the Sole Arbitrator may substitute such other penalty for the discharge or discipline that the Arbitrator deems just and reasonable in all of the circumstances.

The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to adjudicate any matter not specifically assigned to him or her by the notice to arbitrate specified in this Article.

13.05 Each party shall pay:

- (1) one half (1/2) of the incidental costs (e.g. room rental)**
- (2) one half (1/2) of the fees and expenses of the arbitrator.**

13.06 The time limits set out may only be extended by mutual agreement of the parties in writing.

ARTICLE 15: HOLIDAY

15.01 The Employer recognizes the following as paid holidays:

- | | | |
|-----|----------------|--|
| (a) | New Year's Day | Civic Holiday (1 st Monday in August) |
| | Good Friday | Labour Day |
| | Victoria Day | Thanksgiving Day |
| | Canada Day | Christmas Day |
| | Family Day | Boxing Day |

And any other day declared a holiday by the Provincial Government.

- (b) Religious holidays of the Employer's observance provided such Days fall on the employee's scheduled day of work or scheduled vacation.

15.02 Employees who are not required to work on the above holidays shall receive holiday pay equal to the employee's regular day's pay. Employees who are required to work shall be paid at the rate of one and one half (1.5) of his/her regular straight time hourly rate for work performed on such holiday in addition to his/her regular pay for the day.

15.03 When a professional employee's supervisor specifically directs the employee to work on any of the holidays noted in 15.01, the employee shall receive a day off in lieu of the day worked to be taken at a time arranged by mutual agreement between the employee and his/her Supervisor.

15.03 When any of the above-noted holidays in 15.01 (a) fall on an employee's scheduled day off, or vacation or when any of the above-noted holidays in 15.01 (b) fall on any employee's scheduled vacation, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer. Should one of the aforementioned holidays in 15.01 (a) fall on a Saturday or Sunday, the employee shall receive a day off on the proclaimed day if that holiday is proclaimed or a day off at a time mutually agreed upon between the employee and the Employer if that holiday is not proclaimed.

15.04 The Employer agrees to close its offices at 1:00 p.m. on the eve of Rosh Hashanah, Yom Kippur, and the eve of Passover. The Employer further agrees to close its offices at 4:00 p.m. on the eve of all other Jewish holidays observed by the Employer. Employees who choose to do so, shall have the right to use one-half (1/2) of a vacation day on the morning of the eve of Rosh Hashanah, Yom Kippur and the morning of the eve of the first day of Passover, subject to approval of the Employee's direct Supervisor.

15.05 Employees may request vacation in conjunction with the holidays in Article 15.01a) & b). Such request(s) shall be granted in order of seniority and shall require approval of the employer, which shall not be unreasonably withheld.

ARTICLE 16: SICK LEAVE

- 16.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the following basis:
- (a) Absence for injury compensable under the provisions of the **Workplace Safety and Insurance Act, as amended** shall not be charged against sick leave credits;
 - (b) Employees who have successfully completed their probationary period shall be credited with one day of sick leave for each month of probation and shall then accumulate sick leave credits at the rate of one and one half (1½) days per month.
 - (c) All unused sick leave may be accumulated for the credit of any employee up to a maximum of one hundred and twenty (120) days. Employees shall be notified, in writing, no later than January 21st of each year of the number of sick days standing to her/his credit. Print outs are to be provided to staff on an annual basis.
 - (d) An employee may be required to produce proof of sickness in the form of a medical certificate certifying that the employee is unable to carry out his/her duties due to illness for any absence in excess of three (3) days.
 - (e) A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent from sick leave as defined in 16.01. Absence on account of illness for less than half (1/2) a day shall not be deducted. Absence for half (1/2) a day or more, and less than a full day, shall be deducted as one-half (1/2) day.
 - (f) An employee absent due to extended sickness must notify the Employer twenty-four (24) hours before his/her return to work; and
 - (g) An employee will be required to report ill within one-half (1/2) hour after the commencement of his/her scheduled starting time - failure to give such notice unless such failure is unavoidable may result in loss of sick leave benefits for that day of absence.
- 16.02 Where no one other than the employee can provide for the needs during illness of a spouse, parent or child, an employee shall be entitled, after notifying his/her supervisor, to use a maximum of ten (10) accumulated sick leave days per illness for this purpose.

ARTICLE 17: LEAVE OF ABSENCE

17.01 Leave of absence without pay and without loss of seniority shall be granted upon written request to the employer, two (2) weeks in advance of the requested leave, to a maximum of one (1) employee elected or appointed to represent the Union at Union conventions or seminars. Such time shall not exceed five (5) working days in any calendar year.

17.02 Compassionate leave of absence with pay, not to exceed five (5) consecutive working days and including the day of the funeral, shall be granted by the Agency in case of a death in the immediate family of the employee. The immediate family shall include parent, parent-in-law, grandparent, spouse, child, sibling, step-child, step-parent, step-brother or step-sister of the employee.

Compassionate leave of absence with pay not to exceed three (3) consecutive working days and including the day of the funeral, shall be granted by the Agency in the case of the death of an aunt or uncle or cousin.

17.03 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror. The Employer shall pay such an employee the difference between his/her regular earnings and the payment he/she receives for the jury service excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

17.04 Leave of absence with pay and without loss of seniority to a maximum of five (5) days shall be granted to an employee for the day or days to write an examination or examinations to improve qualifications in the service of the Employer if the Employer approves the course to be taken.

17.05 The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave which in the opinion of the Employer is for good and sufficient cause, such request to be in writing and approved by the Employer.

17.06 Pregnancy and Parental Leave

Pregnancy and Parental Leave shall be provided to employees pursuant to the Employment Standards Act, R.S.O. as amended from time to time, with the following understanding:

a. An Employee

1. who elects not to participate in the benefits plan specified by Article s.42 (2), and
2. who elects not to contribute his/her contribution towards the premium costs or the said benefit plan.

Shall advise the Employer in writing at the same time as he/she initially advises the Employer in writing of the date the pregnancy or parental leave is to begin.

Subject to paragraph (b) below, an employee who fails to also advise the Employer in writing will be deemed to elect to participate in the said benefits Plans [2, 42 (1)] and will be deemed to agree to pay his or her contribution towards the premium costs of the said benefit plan.

b. An employee who elects or is deemed to elect to participate in the benefit plans during the pregnancy or parental leave shall pay to the employer his or her full contribution owing at least one (1) week in advance of the first of each month of coverage as a condition for participation in the said benefit plans and for the Employer paying its contribution of the premium costs for the said benefit plan [by agreement and s.42(3)].

17.07 The employee must provide the Employer with a doctor's certificate that she is in good health and able to fully perform her job duties prior to her return to work. Employees hired to replace an employee on maternity leave shall be temporary employees. Such employees shall have their employment terminated upon the return to work of the employee on leave.

17.08 Notwithstanding 17.06, where the actual day of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual day of her delivery. An employee may shorten the duration of the six (6) week period upon giving her Employer one (1) week's notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.

17.09 Any employee who has a minimum **thirteen (13) weeks of** continuous employment with the Employer shall be entitled to a leave of absence for the purpose of adopting a child under the age of eighteen (18). The duration of such a leave of absence is not to exceed **sixty one (61) weeks, or such time as contemplated by the Employment Standards Act, as amended, and shall commence within seventy-eight (78) weeks after the day the child is born or comes into the employee's custody, care and control for the first time.** The employee shall advise the Employer of the date of her return to work at least two (2) weeks prior to that date. An employee hired to replace an employee on such leave shall have his/her employment terminated upon the return to work of the employee on leave.

17.10 Educational Leave

Employees with more than three (3) years of seniority may request unpaid leave of absence to attend an educational program. The Employer shall have the option to grant such leave of absence, it being agreed and understood that such requests shall not be unreasonably withheld, based on the following criteria:

a. The leave shall not exceed one (1) year in duration;

- b. If more than one (1) employee requests leave at the same time, Employer shall have the right to limit such leave to be utilized by not more than one (1) bargaining unit employee at the time. In addition, the Employer may grant educational leave of absence, under other circumstances, when mutually agreed by the employee involved.
- c. Seniority shall continue to accrue during this leave, other than pension and vacation eligibility. Employees are not entitled to paid vacation while on educational leave. Benefits will be continued pursuant to Articles 18(i), 18 (ii), 18 (iii), 18 (iv), 18 (v).

ARTICLE 18: GENERAL CONDITIONS

- 18.01 The Employer shall place one (1) bulletin board at the Agency premises for the sole use of the Union and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. It is agreed that no notice shall be posted on the bulletin board without the prior approval of the Employer, which approval shall not be unreasonably withheld.
- 18.02 Employees will endeavour to give two (2) months notice of retirement. The Agency shall arrange, at no cost to the employee and in consultation with the Union, a one-time information session regarding pension entitlement, where applicable.
- 18.03 The Employer shall pay salaries and wages semi-monthly in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- 18.04 Union Access: The National Representative shall have access to the premises of the Agency on any problem arising out of this Agreement subject to the orderly operation of the Agency and with the time and place to be agreed upon by the Executive Director of the Employer.
- 18.05 The employer agrees to cover all employees under the ***Workplace Safety and Insurance Act, as amended.***
- 18.06 Domestic Violence
The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation. Absences, which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay not to exceed two (2) months. Notwithstanding the above, it is the responsibility of the employee to ensure that the employer is informed as soon as possible that the employee will not be attending work.

ARTICLE 19: BENEFITS

19.01 The Employer agrees for the duration of the Collective Agreement to continue to contribute the same percentage amounts to the benefits plans in effect on July 1, 2006, subject to continuing eligibility requirements and to the payment of the employee's contribution through payroll deduction.

For greater clarification, the following was in effect on July 1, 2006:

(i) **MAJOR MEDICAL AND DENTAL:**

No co-insurance. \$25.00/\$50.00 deductible for drug benefit part of plan; for employees employed at least three (3) months, Employer contributes 100% of premium for dental; periodontal cleaning will increase from 10 to 12 units.

Coverage to be at current ODA rates.

100% Dental - Type A

50% Dental - Type B combined total of Type A&B to a maximum of \$3,000 per year.

Paramedical Coverage - \$500 per annum

Private duty nurse - \$10,000

Orthotic appliance - \$300 per annum

Coverage for support hose at \$500 per annum

Massage Therapy - \$600 per annum

Physiotherapy - \$700 per annum

In accordance with the booklet LA' BREYUT HEALTH PLAN Contract #58888 Class G in place and effective July 1, 2014

(ii) **GROUP LIFE INSURANCE:**

For employees employed at least three (3) months, Employer contributes 100% of premium. Dependents spouse \$5,000, children (over 14) \$2,500

(iii) **VISION CARE PLAN:**

\$500.00 coverage for each adult family member every twenty-four (24) months and \$500.00 for each child every twenty-four (24) months. Annual eye exam shall be covered.

(iv) **LONG TERM DISABILITY:**

For employees employed at least three (3) months, employees contribute 100% of the premium.

(v) **PENSION:**

For eligible employees there is the JIAS Pension Plan and the pension contributions are as follows:

Group A Member contribution: six percent (6%) of earnings;

Group B Member contribution: three and a half percent (3.5%) of

earnings;

Group C Member contribution: three percent (3%) of earnings up to the YMPE, plus 5% of earnings over the YMPE, if any.

All new employees hired on or after January 1, 1998, may only enrol in the Plan as a Group C member.

The Employer is responsible for ensuring that there are sufficient assets to provide eligible employees' pension benefits based on the plan's benefit formula. JIAS contributions, as required, are determined in accordance with advice of a qualified independent actuary and in compliance with government laws and regulations.

It is understood and agreed that any changes to the current pension plan shall be agreed upon by the Pension Plan Committee. It is understood that the President of the union or designate shall sit on the Pension Plan Committee.

19.02 **MULTI-SECTOR PENSION PLAN - NEW EMPLOYEES 2020**

1. **In this Article, the terms used shall have the meanings described:**
 - a) **“Plan” means the Multi-Sector Pension Plan.**
 - b) **“Applicable Wages” means the basic straight time wages for all hours worked and in addition;**
 - i) **the straight time component of hours worked on a holiday; and**
 - ii) **holiday pay, for the hours not worked; and**
 - iii) **vacation pay; and**
 - iv) **sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and**
 - v) **N/A;**

All other payments, premiums, allowances and similar payments are excluded.
 - c) **“Eligible Employee” means all employees in the bargaining unit who have completed 500 hours of employment with the employer. (not to exceed 500 hours)**
2. **Commencing March 1 2020 each Eligible Employee shall contribute for each pay period an amount equal to 4% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 4% of Applicable Wages to the Plan.**

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.
5. For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:
 - a) To be Provided at Plan Commencement
 - date of hire;
 - date of birth;
 - Social Insurance Number;
 - date of first contribution;
 - seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
 - gender.
 - b) To be Provided with each Remittance
 - name;
 - Social Insurance Number;
 - monthly remittance;
 - pensionable earnings;
 - year to date contributions;
 - employer portion of arrears owing due to error, or late enrolment by the Employer.
 - c) To be Provided Initially and as Status Changes
 - full address;
 - termination date where applicable (MM/DD/YY)
 - marital status, and any change to marital status;
 - date of death (if applicable)

d) To be Provided Annually but no later than December 31

- **current complete address listing for all Eligible Employees;**
- **period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);**
- **period(s) of lay-off, while subject to recall;**
- **period(s) of absence for pregnancy or parental leave;**
- **period(s) of strike or lockout;**
- **other leaves of absence.**
- **hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire**

- 6. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to as Schedule A.**

The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

19.03 Health Benefits Plan

New employees, hired on or after March 1, 2020 will be entitled to the Health Benefits under Class P of the La'Breyut Health Plan, subject to the terms and conditions of the plan, attached hereto as "Benefits Appendix 2020".

ARTICLE 20: HOURS OF WORK

20.01 The normal hours of work for **Permanent Full Time** shall be thirty-five (35) hours per week, Monday through Friday, exclusive of lunch.

Part Time employees may work up to thirty-five (35) hours per week, Monday through Friday, exclusive of lunch.

20.02 There shall be one (1) hour lunch break. Employees will be allowed a fifteen (15) minute break at a time to be specified by the Employer in the morning and in the afternoon.

20.03 All time worked by an employee beyond thirty-five (35) hours shall be considered overtime. All overtime must be approved **in advance by the Executive Director or their designate**. An employee may, with the approval of the Executive Director, take the equivalent time off for overtime worked. All overtime is to be compensated through time back. All time worked between thirty-five (35) hours up to thirty-eight (38) hours shall be compensated with time at the regular hourly rate of pay. Hours worked beyond the thirty-eight (38) hours shall be compensated with time at the rate of time and one half (1½) the regular rate of pay.

20.04 Mileage

Employees shall be compensated at the rate of **fifty-two (\$0.52)** cents per kilometer when they are using their cars on **approved** agency business.

20.05 Should an employee not have a car nor receive any mileage compensation at the request of the employer work later than 6:00pm or attend a meeting after 6:00pm during the months of October through May or 9:00pm during the months of June through September, the employee shall be permitted to take a taxi home from work and to and from the meeting and shall be reimbursed in full for the expense incurred provided that no private transportation was available to him/her, and provided a receipt is submitted.

20.06 Nothing in this Agreement shall allow for any pyramiding of overtime and for any other premium benefit.

20.07 **Employee Accommodation**

The parties agree that there exists a multi-party obligation under the Ontario *Human Rights Code*, as amended, to accommodate an Employee to the point of undue hardship.

ARTICLE 21: LEGAL LIABILITY

21.01 The Employer shall pay 100% of the premium for a legal liability insurance policy protecting the Employer and its employees from costs incurred as a result of civil malpractice suits. The terms of eligibility for coverage and the extent of coverage shall be set out in the plan and coverage under the plan shall not fall below the level of coverage provided as of the effective date of the Collective Agreement. The Employer shall provide the Union with copies of the plan.

DURATION

The Agreement shall continue in full force and effect from July 1, 2019 until June 30, 2023, and shall continue from year to year thereafter unless either party gives to the other party notice in writing, not more than ninety (90) days and not less than thirty (30) days prior to June 30, 2023, that it desires to amend this Agreement. If notice to amend is given according to the above, then a conference shall be held within twenty (20) days or such further period as may be agreed upon by the parties at which time the parties will commence negotiations on the proposed amendments or a new Agreement.

DATED AT TORONTO THIS _____ DAY OF _____, 2020.

**JEWISH IMMIGRANT AID
SERVICES (JIAS) TORONTO**


**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2063**



Elise Herzig

Dina Polyak

Dina Polyak



Lea Soibelman



Faiz Ahmed

Appendix A: Salary Grids

Step 1 0 to 2	Step 2 3 to 5	Step 3 6 to 9	Step 4 10 to 15	Step 5 16 to 20	Step 6 21 plus
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July 1, 2019	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administration 1	33,600	36,100	38,600	41,600	44,600	47,600
Administration 2	36,750	39,250	41,750	44,750	47,750	50,750
Administration 3	42,500	45,000	47,500	50,000	52,500	55,000
Settlement Workers	45,000	48,000	51,250	54,500	58,000	61,500
Clinical Team Lead	58,600	61,600	64,850	68,100	71,600	75,100
Social Worker - BSW*	52,500	55,500	58,500	61,500	64,500	68,000
Social Worker - MSW*	55,000	58,000	61,000	64,000	67,250	70,750
Project Specialist 1	50,000	52,750	55,500	58,250	61,000	63,750
Project Specialist 2	55,000	58,000	61,000	64,000	67,000	70,000

* BSW or MSW or equivalent

Grid Increase: 2.0%

July 1, 2020	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administration 1	34,272	36,822	39,372	42,432	45,492	48,552
Administration 2	37,485	40,035	42,585	45,645	48,705	51,765
Administration 3	43,350	45,900	48,450	51,000	53,550	56,100
Settlement Workers	45,900	48,960	52,275	55,590	59,160	62,730
Clinical Team Lead	59,772	62,832	66,147	69,462	73,032	76,602
Social Worker - BSW*	53,550	56,610	59,670	62,730	65,790	69,360
Social Worker - MSW*	56,100	59,160	62,220	65,280	68,595	72,165
Project Specialist 1	51,000	53,805	56,610	59,415	62,220	65,025
Project Specialist 2	56,100	59,160	62,220	65,280	68,340	71,400

* BSW or MSW or equivalent

Salary Grids

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0 to 2	3 to 5	6 to 9	10 to 15	16 to 20	21 plus

Grid Increase: 2.0%

July 1, 2021	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administration 1	34,957	37,558	40,159	43,281	46,402	49,523
Administration 2	38,235	40,836	43,437	46,558	49,679	52,800
Administration 3	44,217	46,818	49,419	52,020	54,621	57,222
Settlement Workers	46,818	49,939	53,321	56,702	60,343	63,985
Clinical Team Lead	60,967	64,089	67,470	70,851	74,493	78,134
Social Worker - BSW*	54,621	57,742	60,863	63,985	67,106	70,747
Social Worker - MSW*	57,222	60,343	63,464	66,586	69,967	73,608
Project Specialist 1	52,020	54,881	57,742	60,603	63,464	66,326
Project Specialist 2	57,222	60,343	63,464	66,586	69,707	72,828

* BSW or MSW or equivalent

Grid Increase: 2.0%

July 1, 2022	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administration 1	35,657	38,310	40,963	44,146	47,330	50,514
Administration 2	38,999	41,652	44,305	47,489	50,673	53,856
Administration 3	45,101	47,754	50,407	53,060	55,713	58,366
Settlement Workers	47,754	50,938	54,387	57,836	61,550	65,264
Clinical Team Lead	62,187	65,370	68,819	72,268	75,982	79,697
Social Worker - BSW*	55,713	58,897	62,081	65,264	68,448	72,162
Social Worker - MSW*	58,366	61,550	64,734	67,917	71,366	75,080
Project Specialist 1	53,060	55,979	58,897	61,815	64,734	67,652
Project Specialist 2	58,366	61,550	64,734	67,917	71,101	74,285

* BSW or MSW or equivalent

Appendix B: Benefits Appendix 2020

		Benefit	The Benefits Trust Proposed Plan for employees hired after ratification
Pooled Benefits	Basic Life	Amount Minimum/Maximum Non Evidence Maximum Reduction Termination Age	2x Annual earnings \$500,000 \$500,000 50% at Age 65 Age 70
	AD&D	Amount	Benefit matches Life Insurance
	Dependent Life	Amount	Spouse \$5,000 Child \$2,500 - Children are insured from age 14 days
	Long Term Disability	Benefit Definition of Disability Elimination Period Pre-Existing Definition Taxability Termination Age Other Features	66.67% of monthly earnings to an overall monthly maximum of \$7,500 36 months own occupation with residual benefits 120 days No benefit will be paid for total disability if it is caused by an illness for which you were treated/had symptoms/taking medication during the three months prior to the date on which your insurance commenced and the illness begins in the first 12 months after the date you became insured under the plan Non-Taxable Age 65 Best Doctors, Survivor Benefit, Work Life Assistance Program
Experience-Rated Benefits	Extended Health Care	Deductible Co-Insurance Overall Maximum Hospital Private Duty Nursing Drugs Ambulance Paramedical Maximum Practitioners Hearing Aids Orthopaedics/ Orthotics Eye Exams Vision Care OOP Emergency/Maximum Travel Assistance Survivor Benefit Termination Age	Nil 80% \$1,000,000 Lifetime Benefit per person for in-Canada Health Care Claims Semi Private paid at 100% Pay Direct Card, \$2,000/lifetime/family for fertility drugs. Smoking cessation, lifestyle drugs and vaccines are not covered. \$5,000,000/lifetime paid at 100% Included 24 months Age 70 or earlier retirement
	Dental Care	Deductible Fee Guide Basic Dental Services including Endodontics and Periodontics Major Dental Services	Nil Current 80% 50%

		Benefit	The Benefits Trust
		Maximums	\$1,500/year/person combined maximum for Basic and Major Services
		Recalls	once every 5 months
		Survivor Benefit	24 months
		Termination Age	Age 70 or earlier retirement
		Health Care Spending Account	\$500 per employee per year
Added Enhancement		Employee Assistance Program	Provided by Morneau Shepell - LifeWorks

Letter of Understanding

Current Employees 2020, Grid, Benefits and Alignment

The letter to provide clarity on the placement and movement of current union members onto the updated salary grids during the term of this collective agreement.

CURRENT BARGAINING MEMBERS

1. Nataly Ganel (Secretary/iCare) will be moved as follows:

July 1, 2019 into Administration 2, Step 2 at \$39,250 (5.1% increase)

July 1, 2020 into Administration 2, Step 2 at \$40,035 (2.0% increase)

July 1, 2021 into Administration 2, Step 5 at \$49,679 (24% increase)

July 1, 2022 into Administration 2, Step 5 at \$50,673 (2% increase)

Nataly will skip Step 3 and 4 and be moved into Step 5 on her 4th year anniversary with the agency to ensure she maintains the grid increases from the previous grids.

Nataly will continue in Administration 2, Step 5 until her seniority aligns with the grid.

As of March 1, 2020, Nataly will be enrolled in the MSPP plan at a mandatory matched rate of 4% subject to the terms of Article 19.02.

2. Yulia Ossipov (Receptionist) will be moved as follows:

July 1, 2019 into Administration 2, Step 5 maintain her salary at \$48,693

July 1, 2020 into Administration 2, Step 5 at \$48,705

July 1, 2021 into Administration 2, Step 5 at \$49,679 (2% increase)

July 1, 2022 into Administration 2, Step 5 at \$50,673 (2% increase)

Yulia will continue in Administration 2, Step 5 until her seniority aligns with the grid.

Yulia will receive a lump sum payment of \$750 for July 1, 2019 and \$750 for July 1, 2020 as part of the alignment to the grid.

As of March 1, 2020, Yulia will be enrolled in the MSPP plan at a mandatory matched rate of 4% subject to the terms of Article 19.02.

3. Victoria Koren (Settlement Worker) will be moved as follows:

July 1, 2019 into Settlement, Step 5 maintain her salary at \$59,119

July 1, 2020 into Settlement, Step 5 at \$59,160 (0.1% increase)

July 1, 2021 into Settlement, Step 5 at \$60,343 (2% increase)

July 1, 2022 into Settlement, Step 5 at \$61,550 (2% increase)

Victoria will continue in Settlement, Step 5 until her seniority aligns with the grid.

Victoria will receive a lump sum payment of \$1,000 for July 1, 2019 and \$1,000 for July 1, 2020 as part of the alignment to the grid.

As of March 1, 2020, Victoria will be enrolled in the MSPP plan at a mandatory matched rate of 4% subject to the terms of Article 19.02.

4. Olga Freiman (Settlement Worker) will be moved to Social Worker BSW or Equivalent, Step 6 and will be paid as follows:

July 1, 2019 at \$69,250 (2.2% increase)
July 1, 2020 at \$70,635 (2% increase)
July 1, 2021 at \$72,048 (2% increase)
July 1, 2022 at \$73,489 (2% increase)

5. Lisa Nerman (JUMPStart Coordinator) will be moved as follows:
July 1, 2019 into Project Specialist 1, Step 6 at \$63,750 (2.8% increase)
July 1, 2020 into Project Specialist 1, Step 6 at \$65,025 (2% increase)
July 1, 2021 into Project Specialist 1, Step 6 at \$66,326 (2% increase)
July 1, 2022 into Project Specialist 1, Step 6 at \$67,652 (2% increase)
Lisa will continue in Project Specialist 1, Step 6 until her seniority aligns with the grid.

6. Olga Stovichek (Receptionist) will be moved as follows:
July 1, 2019 into Administration 2, Step 5 maintain her salary at \$48,696
July 1, 2020 into Administration 2, Step 5 at \$48,705
July 1, 2021 into Administration 2, Step 5 at \$49,679 (2% increase)
July 1, 2022 into Administration 2, Step 5 at \$50,673 (2% increase)
Olga will continue in Administration 2, Step 5 until her seniority aligns with the grid.

Olga will receive a lump sum payment of \$750 for July 1, 2019 and \$750 for July 1, 2020 as part of the alignment to the grid.

7. Ella Boroda (Receptionist) will be moved as follows:
July 1, 2019 into Administration 2, Step 6 at \$50,750 (2.2% increase)
July 1, 2020 into Administration 2, Step 6 at \$51,765 (2% increase)
July 1, 2021 into Administration 2, Step 6 at \$52,800 (2% increase)
July 1, 2022 into Administration 2, Step 6 at \$53,856 (2% increase)
Ella will continue in Administration 2, Step 6 until her seniority aligns with the grid.

8. Etya Kanevsky (Settlement Worker) will be moved as follows:
July 1, 2019 into Settlement Worker, Step 6 at \$61,500 (2% increase)

Etya will continue in Settlement Worker, Step 6 until her retirement in March 2020.

9. Lea Soibelman (Settlement Social Worker) will be moved to Social Worker MSW or Equivalent, Step 6 and will be paid as follows:
July 1, 2019 at \$71,300 (2% increase)
July 1, 2020 at \$72,726 (2% increase)
July 1, 2021 at \$74,181 (2% increase)
July 1, 2022 at \$75,664 (2% increase)

10. Dina Polyak (Settlement Worker) will be moved to Social Worker BSW or Equivalent, Step 6 and will be paid as follows:
July 1, 2019 at \$69,250 (2.2% increase)
July 1, 2020 at \$70,635 (2% increase)
July 1, 2021 at \$72,048 (2% increase)
July 1, 2022 at \$73,489 (2% increase)

CURRENTLY EXCLUDED BARGAINING MEMBERS

11. Alla Kaukchan (Refugee Administrator) will be moved as follows:

As of date of ratification, will maintain her salary of \$46,410

July 1, 2020 into Administration 3, Step 2 maintain her salary at \$46,410

July 1, 2021 into Administration 3, Step 2 at \$46,818

July 1, 2022 into Administration 3, Step 2 at \$47,754 (2% increase)

Alla's seniority has aligned with the grid.

Alla will receive a lump sum payment of \$500 July 1, 2020 and \$500 July 1 2021 as part of the alignment to the grid.

As of March 1, 2020, Alla will be enrolled in the MSPP plan at a mandatory matched rate of 4% subject to the terms of Article 19.02.

As of March 1, 2020, Alla will be eligible for the new benefits program, herein referred to in Article 19.03.

12. Larissa Gaber (Bookkeeper) will be moved as follows:

As of date of ratification will maintain her salary of \$45,500

July 1, 2020 into Administration 2, Step 4 at \$45,645 (0.3% increase)

July 1, 2021 into Administration 2, Step 4 at \$46,558 (2% increase)

July 1, 2022 into Administration 2, Step 4 at \$47,489 (2% increase)

Larissa's seniority has aligned with grid.

Larissa will receive a lump sum payment of \$500 July 1, 2020 as part of the alignment to the grid.

Larissa is grandparented into the current pension and benefits plan.