



Collective Agreement

between

Children's Aid Society of Toronto

and

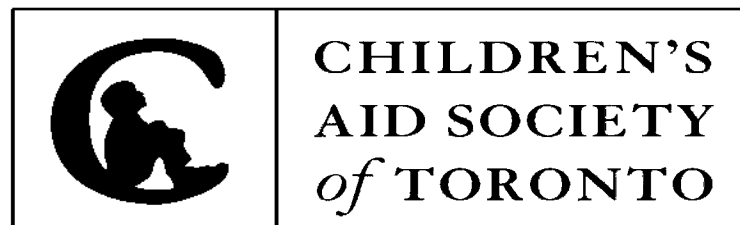
Canadian Union of Public Employees

Local 2316.1

Emergency After Hours Service Workers

(EAHSW)

Expiry – March 31, 2025



Because children depend on all of us

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain harmonious and respectful working conditions, hours of work and salaries with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. The Union recognizes the obligations of the Society (“Employer”) to provide service to the public pursuant to its mandate in the Child and Family Services Act and other legislation.
- 1.02 This Agreement constitutes the entire Agreement between the Employer and the Union and the obligations undertaken and rights conferred herein are limited to the duration of this Agreement. No amendment, change or alteration to this Agreement shall be effective unless and until made in writing and signed by the authorized representatives of the parties to this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Society recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all employees known as “Emergency After Hours Service Workers” employed by the Children’s Aid Society of Toronto, save and except supervisors, and those above rank of Supervisor.

ARTICLE 3 – DEFINITIONS

- 3.01 An employee is hired for an indefinite period to perform the duties of an Emergency After Hours Service Worker.

ARTICLE 4 – RELATIONSHIP

- 4.01 The Society and the Union each agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

4.02 The Union further agrees that there shall be no solicitation for membership, collection of dues or other Union activities during working hours or on the Society's premises except as specifically permitted by this Agreement or in writing by the Society. Notwithstanding the foregoing, the Employer will entertain requests for meetings conducted by the Union on the Employer's premises providing permission in writing has first been secured and run pre/post scheduled meetings or sessions. A National Representative of the Canadian Union of Public Employees may attend at any such meeting.

4.03 The Employer and the Union recognize and uphold the inherent dignity, worth, and rights of each individual. We undertake to pursue equality; freedom from adverse discrimination and harassment; and, to pursue the removal of all barriers to equal opportunity.

The parties recognize that Employment Equity programs can serve as useful mechanisms in pursuing the removal of barriers to the full participation of certain groups. The Employer shall maintain an Employment Equity program designed to serve this purpose.

4.04 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace and an environment free from psychological harassment which includes bullying. The Employer and the Union agree to support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour. Therefore, the Employer and the Union will not condone any inappropriate behaviour by any of their respective representatives or members that isolates, alienates or demeans any employee. The Employer and the Union will take every reasonable action to eliminate such behaviour.

To clarify, the appropriate exercise of management functions and rights shall not give rise to a complaint under this article.

ARTICLE 5 – PROVISION AGAINST STRIKES AND LOCKOUTS

5.01 In view of the orderly procedures established by this Agreement and provisions of the Ontario *Labour Relations Act*, the Union agrees that there will be no strike, slowdown, work stoppage either complete or partial or other interruption or interference with operations during the term of this Agreement. The Employer agrees that there shall be no lockout by it during the term of the Agreement.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Union acknowledges that it is the exclusive function of management to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, assign, layoff, recall, suspend, discharge or otherwise discipline workers;
- (c) make and enforce from time to time such reasonable rules and regulations as management considers necessary or advisable for the efficient and orderly conduct of its business and require workers to observe such reasonable rules and regulations provided they are not inconsistent with the express provisions of this Agreement;
- (d) manage the Society and without restricting the generality of the foregoing to determine, modify, discontinue or add occupational classifications, job procedures, processes or operations; to establish new or improved methods and facilities and change schedules of work; to determine any necessary tests or examination to be given and methods of training; to determine programs, complement, organization and the number, location and classification of employees required from time to time, the number and location of facilities, services to be performed and assignments of work and the extension, limitation, curtailment or cessation of operations in whole or in part and all other rights and responsibilities not specifically modified by the express provisions of this Agreement.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties from the interpretation, application, administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable.

7.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a union representative if they so desire. Such complaint shall be discussed with their immediate supervisor within fourteen (14) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The Supervisor shall provide a written response within seven (7)

calendar days, and failing resolution it shall then be taken up as a grievance in the following manner and sequence.

Step No. 1 Within seven (7) calendar days after the supervisor's decision, the employee, with the assistance of their Union Representative, may submit a written grievance to the Branch Director or designate. The grievance shall identify the nature of the grievance, the remedy sought, the name of the immediate supervisor or designate referred to above and should identify the provisions of the Agreement and applicable legislation which are alleged to be violated.

The parties shall meet within seven (7) calendar days of the grievance being filed unless extended by the agreement of the parties. The Branch Director or designate will deliver their decision in writing within seven (7) calendar days from such meeting.

Failing resolution or response:

Step No. 2 Within seven (7) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Chief Human Resources Officer or designate. A meeting shall be held within seven (7) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a National Representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. The decision of the Society shall be delivered in writing within seven (7) calendar days following the date of such meeting.

7.03 A complaint or grievance arising directly between the Society and the Union concerning the interpretation, application, administration or alleged violation of the Agreement shall be originated at Step No. 2 within ten calendar (10) days following the circumstances giving rise to the complaint or grievance.

7.04 Where a number of employees have the same grievance, and each employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step No.2 within ten (10) calendar days following the circumstances giving rise to the complaint or grievance.

7.05 Failing resolution under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for

arbitration is received within thirty (30) calendar days after the decision under Step No.2 is given, the grievance shall be deemed to have been abandoned.

- 7.06 Where no written answer has been given within the time limits specified above, a grievance may be submitted to the next step of the procedure, including arbitration.
- 7.07 No adjustments or resolutions implemented under the grievance procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the other party, or if applicable, the date of the alleged violation providing it does not exceed the time limits set out in Article 7.02.
- 7.08 Employees shall be paid at straight time for time spent in meetings with the Employer that are established under Article 7.
- 7.09 In the event an individual has a complaint or grievance alleging harassment against a person involved in one of the steps listed above, they may take the complaint or grievance to the next step in the process.

ARTICLE 8 – ARBITRATION

- 8.01 Failing resolution under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration in writing addressed to the other party. If no written request for arbitration is received within thirty (30) days after the decision under Step No.2 is given, the grievance shall be deemed to have been abandoned.
- 8.02 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless mutually agreed to by both parties.
- 8.04 No adjustments or resolutions implemented under the arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the other party, or if applicable, the date of the alleged violation providing it does not exceed the time limits set out in the grievance procedure.
- 8.05 Each of the parties hereto shall share equally the expenses of the Arbitrator.

- 8.06 An Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.07 The grievor shall be paid straight time for time spent at Arbitration except where the grievor has been terminated, laid off, or is currently on suspension.

ARTICLE 9 – SENIORITY

- 9.01 Employees shall accumulate seniority based on their date of hire into this bargaining unit upon successful completion of probation. At such time, they shall be placed on the seniority list which will rank employees by decreasing order of seniority.

Employees hired as EAHS Workers prior to date of certification shall be ranked in order of seniority based on the date when they began to provide service for CAST as an EAHS Worker.

- 9.02 New employees shall be on probation for nine (9) months **and must have completed a minimum of 40 active shifts for permanent employees, and a minimum of 20 active shifts for contract employees.** During this probationary period, an employee shall not be covered by any of the terms of this Agreement other than Article 18.02 and rate of pay, and shall not have grievance rights as provided in this Agreement, except for determining the rate of pay under Article 23 or to grieve under 7.03.

If an employee fails to work **the required** active shifts during the probation period they will automatically be removed from the Society's list of active employees with no rights to severance and no rights to grievance.

- 9.03 It is expressly understood by both parties that a probationary employee, after being apprised of their right to union representation, may be disciplined or discharged by the Employer at its sole discretion, and in no event shall the discipline or discharge be the subject of a grievance unless the discharge is alleged to be discriminatory or the result of harassment or bullying.

- 9.04 An employee shall lose seniority and shall be deemed to have terminated if:

- (a) the employee resigns;
- (b) the employee is discharged and is not reinstated under the terms of this Agreement;
- (c) the employee fails to provide availability as stipulated in Article 12 of the collective agreement for any period of three (3) months in any

twelve (12) month time period;

- (d) an employee is absent from any scheduled shifts for a period of three (3) consecutive working days without notifying the Society of such absence and providing a reason satisfactory to the Society;
- (e) an employee utilizes the leave of absence for purposes other than for which the leave was granted, or fails to return to work after the expiration of an approved leave of absence without providing a reason satisfactory to the Society;
- (f) an employee, for any reason, does not work a shift within six (6) consecutive months and had not been on a leave of absence or absent for that duration due to medical reasons which had been documented and known to the Society; or
- (g) an employee has been on recall for eighteen (18) months and has not been recalled to work.

9.05 It shall be the responsibility of the employee to keep the Society informed of the employee's current contact information including mailing address and telephone number.

9.06 **The Employer shall maintain a seniority list for EAHSW showing the employee's name, date of hire and accrued seniority. These lists shall be revised monthly with copies provided to the Union. At the same time these lists shall be posted quarterly on the Employer intranet for employees to access.**

ARTICLE 10 – UNION SECURITY

10.01 The Society acknowledges the right of the Union to select up to three (3) stewards from within the bargaining unit. The Society further acknowledges the right of the union to be represented by Local 2316 President and Chief Steward as President and Chief Steward of 2316.01.

10.02 It is agreed by both parties that stewards have regular duties to perform on behalf of the Society. In a situation which requires a steward's attention during working hours, the steward shall not leave regular duties without first obtaining permission to do so from the immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld.

- 10.03 The Society shall provide the Union quarterly with the names of bargaining unit employees including addresses and phone numbers. The address and phone number of any new hire shall also be provided to the Union at such time the person has been hired.
- 10.04 The Employer agrees to deduct an amount equal to the regular monthly Union dues from each worker in the bargaining unit.
- 10.05 The amount of regular monthly dues shall be those authorized by the Union and provided to the Employer in writing. The Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article. Notwithstanding the foregoing, if the Employer fails or neglects to deduct the authorized union dues, the Employer shall be responsible for reimbursing the Union accordingly.

Dues deductions shall become effective in the month following the month in which the employee was hired. Such dues shall be forwarded to the Secretary-Treasurer of CUPE National in the same month as the deduction is taken, along with a list of employees' names from whom deductions were made.

- 10.06 The Employer agrees to make this collective agreement available to all new hires.
- 10.07 The Society will provide during the duration of this Collective Agreement ten (10) paid active working hours to each Bargaining Unit member of the Negotiating Committee for the purpose of preparing proposals for Collective Bargaining. All time spent face to face meeting shall be considered work time paid at active working hour pay rate. The Negotiation Committee will consist of 2 Afterhours bargaining unit members.

ARTICLE 11 – LEAVES OF ABSENCE

- 11.01 Any employee requesting a leave of absence without pay for personal reasons for more than one (1) month up to twelve (12) months must submit their request to their supervisor in writing. Such requests will be approved or denied at the discretion of the Employer and if such leave is granted, Article 9 shall have no application for the duration of the leave.
- 11.02 Any employee requesting a leave of absence pursuant to the *Employment Standards Act, 2000* must submit their request to their supervisor in writing.

ARTICLE 12 – SCHEDULING AND HOURS OF WORK

- 12.01 Schedules shall be created based on availability submitted in writing by workers. Availability must be submitted to the supervisor or designate prior to the 15th day of the month preceding the work schedule. Shifts shall be distributed amongst the group.
Schedules shall be posted by the 21st of each month.
- 12.02 All workers will be expected to provide availability for work that includes at least four (4) shifts per month.
- 12.03 The posted schedule will note which shifts are 'active' and which shifts will be for 'backup'.
- 12.04 Where a vacant shift occurs the worker(s) on the proceeding shift will be given the opportunity to fill that shift or a portion of the shift in the event the employer deems the shift needs to be filled.
- 12.05 When scheduling regular shifts, consideration shall first be given to permanent EAHSW. Shifts will be distributed equally amongst permanent staff in order of seniority, according to provided availability whereby no overtime or violation of ESA are incurred. Any remaining unfilled shifts will be equitably distributed amongst contract / casual staff based on seniority and provided availability.

ARTICLE 13 – SHIFT SIGN IN AND GOING OUT INTO COMMUNITY

- 13.01 The Employer and Union agree to revert back to the practice that back-up workers are contacted by phone rather than signing in at the beginning of their shift.
- 13.02 **When an active shift worker goes out into the community on a call, the supervisor will inform all the shift by email and advise that the back up worker has been called to active status.**

ARTICLE 14 - TRANSPORTATION

- 14.01 It is recognized that employees covered by this Agreement are required to have and maintain a valid drivers' license and must be able to have access to a vehicle at all times while on-call or working. Employees will ensure they have appropriate property and liability insurance for work-related purposes including the transportation of clients, in an amount not less than (\$1,000,000). Employees may have access to an Agency vehicle with authorization by the supervisor on duty or

the day supervisor. The Society will provide a monthly allowance of forty dollars (\$40 dollars) per month effective April 1, 2019.

14.02 Should a worker's car be damaged or otherwise vandalized while attending to an investigation or similar call, the Employer will reimburse the worker the cost of any repairs not otherwise paid for by any other source, up to the lesser of the employee's comprehensive insurance deductible amount or one thousand two hundred and fifty dollars (\$1,250), provided the worker advises their supervisor within forty-eight (48) hours of the incident and the resulting damage, and provided the worker supplies the insurance and proof that they have submitted an insurance claim or proof of the repair and the cost thereof. The Employer may require estimates for the costs of the repair or the damage.

14.03 Workers shall be reimbursed for travel at a rate of **sixty cents (\$0.60)** per kilometer **effective as of date of ratification**.
Effective April 1, **2024** the rate shall increase to **sixty two cents (\$0.62)** per kilometer.

It is understood that calculation for after hours employees' mileage shall begin from their residence if they live within the Toronto CAS boundaries.

ie. North to Steeles, south to Toronto Islands, West to Browns Line, East to Port Union.

If the employee lives outside of the Toronto CAS boundaries, the reimbursement shall be calculated once they have entered the Toronto CAS boundary to the origin/ end of their travel destination. Employees who live less than **30km** away from the Toronto CAS boundaries, in addition to the aforementioned, will also receive mileage reimbursement from their residence to the beginning of Toronto CAS boundary. Those who live more than **30km** away shall receive no more than **30 km** mileage reimbursement from their residence to the CAS boundary. This shall be applicable both when one leaves from their residence and when one returns to their residence.

ARTICLE 15 – LAYOFF AND RECALL

15.01 In the event that the Employer requires to reduce its complement of EAHS workers, the Employer agrees to provide at least thirty (30) days notice to affected workers and shall meet with the Union prior to issuing such notice.

15.02 Layoffs shall be given in reverse order of seniority. Any affected worker will be given the following two options:

(a) accept the layoff and receive notice and severance in accordance with the Employment Standards Act; or

(b) elect to be placed on a recall list for a period of eighteen (18) months from the date of last work. Once on the recall list, the EAHS worker will not be asked to provide availability. Employees on the recall list will be recalled in order of seniority.

15.03 The Employer shall not hire any additional EAHS workers until first notifying any workers on the recall list of their right to be recalled. They will be formally advised in writing in the event of this.

15.04 EAHS Workers will have ten (10) calendar days to notify the Employer in writing of which of the two (2) options above they select.

ARTICLE 16 – ORGANIZATIONAL CHANGE

16.01 The parties shall meet in the event of a significant impact to the EAHS workers' duties. They will discuss the possible impacts including any anticipated changes to the terms and conditions of work and the date on which the Employer proposes to effect the changes.

ARTICLE 17 – WORKPLACE SAFETY

17.01 The Employer shall ensure that all EAHS workers shall be covered by the Workplace Safety and Insurance Act.

17.02 The parties acknowledge that the Occupational Health and Safety Act applies.

17.03 For the purpose of this article, workplace aggression and violence means the attempted, threatened or actual conduct that causes or is likely to cause injury, and includes any threatening statement or behavior that gives a worker reasonable cause to believe that individuals are at risk of injury. Workplace aggression and violence includes the application of force, threats or without weapons, verbal abuse and harassment.

Compensation for damage, repair and/or replacement resulting from an act of workplace aggression and/or violence, up to a maximum of \$1,250 upon provision of a receipt.

17.04 If there is a requirement to respond to a call / situation where the police are unavailable/ unwilling to attend or the worker has a reasonable basis to conclude

there are unusual risks to their health and safety, or CPIN outages where an employee cannot access client files the worker shall first contact a supervisor to discuss the potential/probable risks and determine a safety plan. Such plan may include various options, including co-teaming. Co-teaming will not be unreasonably denied.

ARTICLE 18– EMPLOYEE FILES

- 18.01 EAHS Workers shall participate in annual performance appraisals. Such appraisal shall be kept within the personnel file after it has been shared with the worker.
- 18.02 Any employee shall have access to view their personnel file while currently employed.

ARTICLE 19 – DISCIPLINE and DISCHARGE

- 19.01 A claim by a worker that they have been unjustly discharged or suspended without pay shall be treated as a grievance if a written grievance is filed with the Employer at Step #2 of the grievance procedure within ten (10) days after the date of discharge or suspension without pay.
- 19.02 At any meeting where the Employer intends to suspend without pay or discharge an employee, the Employer will advise the employee of their right of union representation by any of the five individuals identified in Article 10.01 (names will be provided to the employee). The Employer will confirm the time and location of the meeting after considering the employee's availability and the employee will be paid for time meeting with the Employer if they are brought in during off duty hours. The Employer will follow up with this right of union representation in writing as appropriate.
- 19.03 Any letters of discipline shall be placed on the personnel file for eighteen (18) months. It shall be removed in the event there are not any further incidents of discipline. Copies of such letters shall be provided to the Union. This eighteen (18) month period shall be extended by the length of any leaves of absence in accordance with Article 11 for up to six (6) additional months.

ARTICLE 20 – PUBLIC HOLIDAYS

20.01 Workers who are scheduled an active shift that begins between 12:00 am to 11:59 pm on the following public holidays shall be provided pay at the rate of **2.0** times their hourly working rate for all hours worked for that shift.

The public holidays include:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. **Remembrance Day**
11. Christmas Day
12. Boxing Day (December 26)
13. **Any holidays that are added to CUPE 2316**

20.02 Workers who are scheduled to be on backup for a shift that begins between the hours of 12:00 am and 11:59 pm on the above noted public holidays shall be provided pay at the backup rate at 1.5 times the hourly rate for all hours on backup for that shift.

ARTICLE 21 – VACATION PAY

21.01 **EAHSW employees shall be paid vacation pay in an amount equivalent to eight percent (8%) of their gross earnings on a bi-weekly basis.**

ARTICLE 22 – PENSION PLAN

22.01 Workers shall be permitted to participate in the Ontario Municipal Retirement System (OMERS) pension plan, subject to the terms and conditions of the OMERS pension plan.

ARTICLE 23 – RATES OF PAY

23.01 Workers shall be compensated based on two separate rates of pay. Hours of work shall either be 'active' or 'backup'.

23.02 a) Workers who are scheduled for an active shift shall be compensated at an hourly rate of pay for all hours worked as follows:

Hourly Rate for WORKING

	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
Percent % increase	1.75%	2.00%	3.00%	3.00%
Rate	\$38.67	\$39.44	\$40.63	\$41.85

No

The rate of pay schedule will be effective the first full pay period following ratification will be adjusted to reflect the April 1, 2022, 2.0% increase, the April 1, 2023, 3% and the April 1, 2024, 3% increases.

Each employee who was employed by the Employer, on or after, April 1, 2022, and remains employed on the date of ratification by the Union, will receive retroactive pay to reflect the rate of pay increases outline above.

b) Hours worked in excess of 44 hours from Monday at 12:00 am to Sunday 11:59 pm in accordance with 20.02 a) above shall be compensated at 1.5 times the hourly rate of pay for those additional hours. There shall be no pyramiding of overtime.

- c) Any time spent at a work training, court, or in meetings in accordance with the collective agreement that are considered paid time shall be paid at the hourly rate listed above.

23.03 a) Workers who are scheduled for a backup shift shall be compensated at an hourly rate for all hours on backup as follows:

Hourly Rate for BACKUP

	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
Percent % increase	1.75%	2.00%	3.00%	3.00%
Rate	\$14.45	\$14.74	\$15.18	\$15.64

The rate of pay schedule will be effective the first full pay period following ratification will be adjusted to reflect the April 1, 2022, 2.0% increase, the April 1, 2023, 3% and the April 1, 2024, 3% increases.

Each employee who was employed by the Employer, on or after, April 1, 2022, and remains employed on the date of ratification by the Union, will receive retroactive pay to reflect the rate of pay increases outline above.

- b) Any workers on a backup shift shall be compensated at the rate of pay in 23.02 a) above for any hours spent working (i.e. time not on backup) in the event they are required to work.
- c) Backup hours are not considered worked time and shall not be included in overtime calculations. The backup earnings at 23.03 a) shall, however, be included for the calculation of vacation pay and, if eligible, for OMERS purposes.

23.04 Workers shall be paid **eight (8%)** percent of their wages in lieu of benefits.

23.05 Hours worked beyond the posted schedule can be approved by either the supervisor on duty or the day supervisor.

ARTICLE 24 – EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

24.01 The Employer agrees to provide access to an employee **and family** assistance program.

ARTICLE 25 – COPIES OF AGREEMENT

25.01 The Union and the Employer agree to make copies of this Agreement available in booklet form. Any costs associated with the printing of the Agreement will be shared equally between the Union and the Employer.

ARTICLE 26 – LEGAL LIABILITY

26.01 The Employer shall provide protection to employees for all reasonable costs and expenses incurred directly in the defense of charges of a criminal nature (excepting the Highway Traffic Act), civil lawsuit, police investigation and proceedings before the Ontario College of Social Workers and Social Service Workers (OCSWSSW) arising directly out of or during the performance of authorized Employer duties provided that:

- (a) The employee is acquitted/exonerated of the charges
- (b) The incident leading to charges occurred during the course of the employee's job duties;
- (c) The limit of the legal expense liability is one hundred thousand dollars (\$100,000) per person;
- (d) The employee has carried out the Employer's mandate to provide child welfare and/or service in good faith and in a professional manner; and following relevant statutes, standards and/or the direction of the Employer; and
- (e) The employee has not committed a serious breach of dereliction of said duties and/or responsibilities.

ARTICLE 27 – DURATION

27.01 This Agreement shall remain in full force and effect from the date of award until March 31, **2025** and shall automatically continue in effect thereafter for annual periods of one (1) year unless either party notifies the other in writing within the period of ninety (90) days prior to the expiration date of its desire to amend or terminate the Agreement.

LETTER OF UNDERSTANDING RE: WORKLOAD

Any issues related to immediate excessive workload shall be discussed with the ~~duty-on~~ **call** supervisor. In cases of general workload concerns, the employee shall document (a form may be developed to facilitate this process) and identify these concerns in advance of meeting with their **own** supervisor to discuss same.


The Union will draft/amend the Letter of Understanding and 90 days after ratification, Union and Management will meet to draft a Terms of Reference for a Workload Committee.

Dated at Toronto, Ontario this 5th day of June, 2024.

FOR THE EMPLOYER



FOR THE UNION



**LETTER OF UNDERSTANDING RE: EMERGENCY RESPONSE WORKING GROUP
(ERWG)**

The parties agree to establish an Emergency Response Working Group (ERWG) made up of equal representation between Employer and Union within ninety (90) days of the cessation of CAST's pandemic protocols. The employer and union co-chair of the Joint Health and Safety Committee (JHSC) (or their designate) or Health and Safety Representative (HSR) shall participate in the ERWG.

The ERWG will consider reports/matters related to the pandemic in the workplace, including but not limited to the following:

- Review of established Business Continuity Plans for anticipated decrease or increase in the workforce and identifying required procedure identified in the Collective Agreement;
- And any other issues /learnings resulting from the pandemic;

Any recommendation will be submitted by the workgroup to the Executive Team for consideration.

Renewed at Toronto, Ontario this 5th day of June, 2024.

FOR THE EMPLOYER



FOR THE UNION

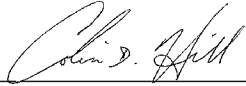


LETTER OF UNDERSTANDING RE: PAY EQUITY MAINTENANCE

Pay Equity Maintenance will occur every three years.

Dated at Toronto, Ontario this 5th day of June, 2024.

FOR THE EMPLOYER



FOR THE UNION



**LETTER OF UNDERSTANDING RE: REPORT ON WORKER SAFETY IN ONTARIO
CASs**

The parties accept the findings of the *CAS Workers at Risk (2014)* report on worker safety in Ontario CASs as accurate, current and demonstrative of the safety concerns of CAS employees in the child welfare sector. The parties further recognize both their joint and separate responsibilities and duties under the *Occupational Health and Safety Act*.

The 46 recommendations flowing from the report are directed to the Ministry of Children and Youth Services, the Ministry of Labour, the Ministry of Transportation, the Worker Safety Sub- Committee, the Labour Relations Committee, the Human Resource Managers Network, local Children's Aid Societies, and others.

The Employer agrees to provide an EAHS representative to the Isabella Joint Health and Safety Committee, and will pay for time in attendance at these meetings at the active rate.

Within four (4) months after the date ratification the Isabella Joint Health and Safety Committee will review the Agency's policies and practices concerning the recommendations from best practices and how they can be implemented for bargaining unit members.

Renewed at Toronto, Ontario this 5th day of June, 2024.

FOR THE EMPLOYER



FOR THE UNION