

COLLECTIVE AGREEMENT

Between

**Canadian Union of Public
Employees and its Local 265**

And

**Jewish Family and Child Service of
Greater Toronto**

CUPE / *Canadian Union
of Public Employees*

**Term of Agreement
April 1, 2022 to March 31, 2026**

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Agreement made on this **16th day of November, 2023** – Between the Canadian Union of Public Employees and its Local 265, hereinafter referred to as the “Union” and Jewish Family and Child Service of Greater Toronto, hereinafter referred to as the “Agency.”

PREAMBLE

The Jewish Family and Child Service of Greater Toronto is a Social Service Organization, dedicated to the service of families and individuals and dependent for its continual operation on the goodwill and financial support of the public. Both professional and non-professional employees of the Agency **have** as their aim the realization of this object in their daily practice.

The Agency shall provide channels and opportunities for full participation in developing Agency programs and policies affecting such employees. The word “employees” used in this Agreement shall mean employees included in this Agreement. THE PARTIES HERETO AGREE TO the following provisions.

ARTICLE 1 – RECOGNITION

- 1.01 Jewish Family and Child Service of Greater Toronto (hereinafter the “Agency” or “the Employer”) recognizes the Union as the exclusive collective bargaining agent for all employees of the Employer save and except managers and persons above the rank of manager, Financial Controller, Human Resources & Payroll Administrator, Executive Assistant reporting to the **Chief Executive Officer**, Senior Administrative Assistants reporting to the Directors, Psychiatrists, Consultants, Settlement Workers (SEPT), Just a Second Shop (JASS) employees, and temporary and contract employees hired for a period of three (3) months or less.

ARTICLE 2 – TEMPORARY AND CONTRACT EMPLOYEES

- 2.01 Temporary employees or contract employees are those hired for a period of two (2) years or less.
- 2.02 All temporary employees or contract employees who are hired for a period in excess of three (3) months shall be covered by all the terms and provisions of this Agreement, where applicable, , with the exception of Article 7 – Tenure and Notice, and Article 14 – Seniority and Reclassification, and clauses 18.06 and 18.07 of Article 18 – Salaries. They shall be required to pay union dues after thirty (30) days of employment, as per Article 3.01.
- 2.03 The Agency shall endeavour to advise temporary and contract employees and the Union of the Agency’s intention to extend, renew or terminate their employment status at least one month prior to the scheduled expiration of the contract or temporary period. In the event the employment status is not continued, such employees shall have their employment terminated at the expiration of the special project or the temporary period for which they have been specifically hired without having established any seniority. If however, such employees, during the term of their temporary or contract employment, are hired to fill a regular position, seniority shall be effective retroactively to the date of commencement of their then current term of continuous employment.
- 2.04 The Agency shall have the right to terminate the employment of any temporary or contract employee who has worked less than six (6) months by giving notice of one (1) day for each week of service up to a maximum of one (1) weeks notice of the Agency’s intention of terminating employment, and such employee does not have the right to grieve termination. Nothing herein interferes with the right to grieve that the termination violates the *Ontario Human Rights Code*.
- 2.05 In the event that the work of such employee is not satisfactory to the Agency, after the six (6) months referred to above, written notice of complaint, the contemplated dismissal date, and an opportunity to improve shall be given to the employee. The length of notice shall be one (1) month or one-quarter ($\frac{1}{4}$) of the remaining life of the temporary employment or special project, whichever is less. If the duration of employment or special project cannot be ascertained, then the required notice after the six (6) month period shall be one (1) month. If the improvement is not sufficient, a final written notice shall be given to the employee, with a copy to the Union and the contemplated dismissal date shall become the date of termination of employment.

- 2.06 Temporary employees shall be engaged to fill positions of permanent employees absent from work pursuant to the terms of this Agreement.
- Contract employees shall be engaged for special projects.
- 2.07 An employee who had been hired as a temporary employee or a contract employee and who continues to be employed by the Agency immediately following being a temporary employee or contract employee shall be deemed to have completed the probationary period provided the employee had worked six (6) continuous months prior to the end of the temporary or contract employee status.
- 2.08 The Employer agrees to provide on a quarterly basis, to the Union, a list of all contract and temporary employees. The list will indicate the employee's name, hire date, job grade and who the employee is replacing or a summary of the special project. The list will be in the form of the document attached hereto as Appendix "X".

ARTICLE 3 – UNION MEMBERSHIP

3.01 The Agency agrees to deduct from each payroll of all employees who are members of the Union, the dues prescribed by the Union, and to remit these to the Union within one (1) week of their deduction. Employees hired by the Agency after the date of this Agreement shall have dues deducted from them beginning the first pay period after thirty (30) days of employment, whether they become Union members or not and such dues shall be forwarded to the Union on the same basis as the dues of Union members.

All present employees and all new employees shall have union dues deducted as a condition of employment subject to the foregoing provisions.

3.02 An employee covered by this Agreement, acting out of conscience and personal conviction, shall have the right to:

- a) Refuse to cross a picket line, arising out of a legal strike of a social service agency;
- b) Refuse to work with an employee of a social service agency in the conduct of such agency, if such agency is being legally struck; provided that in doing so it does not interfere with the welfare of the Agency's clients.

ARTICLE 4 – STRIKES AND LOCKOUTS

- 4.01 The Union and the employees agree that there shall be no strikes as defined in the *Ontario Labour Relations Act* during the term of this Collective Agreement. Similarly, the Agency agrees that there shall be no lockouts as defined in the *Ontario Labour Relations Act* during the term of this Collective Agreement.

ARTICLE 5 – RELATIONSHIP

- 5.01 The Union shall provide the Management of the Agency with a list of its Officers within two (2) weeks of their election or appointment.
- 5.02 At the time of hiring, each new employee shall receive a letter stating **their** starting salary, category and step. The Agency will forward a copy to the Union within five (5) working days following the day on which the Agency receives the employee's signed copy. A representative of the Union shall be given the opportunity to interview each new employee during the first week of employment within regular working hours for a half-hour to acquaint the employee with the benefits and duties of Union membership and **their** responsibilities and obligations of the Agency and the Union.
- 5.03 The Agency and the Union shall not discriminate against any employee because of lawful Union activity or affiliation. There shall be no discrimination with regard to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, political affiliation, marital status, family status, sex, age, sexual orientation, gender identity, gender expression or disability pursuant to the *Human Rights Code*.
- 5.04 The National Representative of the Union shall have access to the premises of the Agency on any problem arising out of this Agreement and shall be permitted to confer with any employee regarding this Agreement, with the time and place to be agreed upon with the **Chief Executive Officer**.
- 5.05 a) In cases where the Agency meets with an employee for the purpose of discipline, the employee shall have the right to have a representative of the Union present.
- In such cases, at the time the Agency schedules the meeting, the Agency shall advise the employee, in writing, of their right to Union representation and that the meeting is about discipline. As soon as practicable thereafter but not later than the meeting the Agency shall provide a copy of such letter to the Union.
- If the employee does not wish the Union Representative to be present the employee shall confirm this in writing to the Agency and a copy will be provided by the Agency to the Union.
- b) In the event a Union Representative is to be present at the meeting to discipline the employee, the Union agrees it is responsible to provide a representative for the meeting. The Agency will accommodate the Union by delaying the meeting by one day if requested by the Union.

- 5.06 The Agency agrees to recognize a Negotiating Committee composed of the Local President, who shall be an employee of the Agency, and four (4) other employees from the bargaining unit. The said five (5) employees shall have completed their probationary period. The Local shall have the right to assistance from the CUPE National Representative when meeting with Agency to discuss the renewal of the collective agreement.
- 5.07 The Union acknowledges that the representative must continue **their** regular work duties on behalf of the Agency and that such person will not leave **their** duties without first obtaining permission from **their** immediate supervisor, and on the completion of such grievance-related matters will report back to **their** immediate supervisor. In accordance with this understanding, such employee will be compensated by the Agency to the extent of **their** regular pay for such time in dealing with grievance matters arising out of this agreement provided the matter cannot be dealt with outside regular hours. Compensation will not be allowed for time spent outside of the employee's regular working hours, and the Agency reserves the right to withhold payment if the representative does not conform to the accepted practice in dealing with grievance matters arising out of this agreement, or if unreasonable or abnormal time resulted in dealing with such matters.

ARTICLE 6 – EMPLOYMENT BASE AND JOB CONTENT

- 6.01 The right to employ new personnel and to create new classifications belongs exclusively to the Agency. The responsibility for deciding to promote, demote, transfer, suspend or dismiss for just cause is also vested solely in the Agency. The condition, term and process under which employment, promotion, demotion, transfer, suspension or dismissal takes place shall be in compliance with the provisions of this Collective Agreement. It is understood and agreed that the Agency shall have the right to terminate the employment of an employee for just cause without notice or pay in lieu of notice. The Agency agrees that it will not transfer for disciplinary reasons.
- 6.02 The Agency has the responsibility for deciding the content of each job for the most productive service. The employee shall have the opportunity to discuss any proposed assignment.
- i. which would lead to a change in job title, or
 - ii. which would lead to a change in branch location.
- 6.03 Subject to any other applicable provisions of this Agreement, the **Chief Executive Officer** shall have the rights to determine in which category each professional employee shall be placed.
- 6.04 Hiring and retraining employees shall be on the basis of qualifications and competence for specific positions.
- 6.05 Child and Youth Workers shall be considered professional employees and shall be entitled to the benefits professional employees receive in this Collective Agreement, save and except as otherwise expressly provided for in the Agreement.

ARTICLE 7 – TENURE AND NOTICE

7.01 Where dismissal or demotion of a tenured employee is contemplated due to a question of competence, such employee shall be given reasonable opportunity to improve. The employee shall be advised as to the area(s) of complaint and be given guidelines as to the expected method of improvement. A copy shall also be sent to the Union.

7.02 The Agency will post a notice listing the name, seniority and job classification of the employee who is laid off in the first instance and setting forth the date of said lay off. The posting of the said notice shall be notice of lay off as of the date of posting to any employee losing **their** employment pursuant to this article.

The Agency will meet with a subcommittee of the Labour Management Relations Committee known as the Redeployment Committee for the purpose of reviewing the reasons for and the effects of the lay off. Terms of reference, frequency and time and other details of the Committee's functioning shall be determined by the parties. There shall be present an equal number of representatives of the Union and the Agency at any meeting of the Redeployment Committee.

7.03 a) First Displacement

The Agency has the sole right to determine which position or positions in a classification or classifications it considers redundant. Where the Agency determines that some positions in a given category (e.g. **child protection**) are redundant, the employee or employees in that category shall be declared redundant in reverse order of seniority. An employee who is in a position that has been identified as redundant shall have the right:

- i. Either to accept a layoff; or
- ii. To displace an employee with less seniority in the same classification, if any, provided the displacing employee has at that time the qualifications, both general and specific and the skill and the ability to perform the work of the employee who is displaced.

The employee shall have five (5) work days to make the decision, failing which the employee shall be deemed to have decided to accept the layoff.

b) Second Displacement

Within five (5) days of **their** displacement by an employee declared redundant, the displaced employee shall displace an employee with less seniority in the same classification, if any, as provided in 7.03(a).

c) Third Displacement

Within five (5) days of **their** displacement by an employee pursuant to 7.03(b), the displaced employee shall displace the most junior employee in **their** classification providing the remaining employees in the classification at that time have the qualifications, both general and specific, and the skill and ability to do the work remaining. It is understood that an employee may have to be transferred to affect this result. If the remaining employees in the classification at that time are unable to do so, then the displacing employee will displace the next most junior employee in the classification subject to the same provision.

d) For the purposes of this Article, the classifications are administrative assistant, CCW, program specialist, social worker 40-4; social worker 40-3; social worker 40-2; social worker 40-1.

e) Notwithstanding 7.03(d) and subject to 7.03(a), (b) and (c) above, an employee classified as a social worker 40-4 may displace a junior employee in 40-4, 40-3, 40-2 or 40-1; and an employee classified as a social worker 40-3 may displace a junior employee in 40-3, 40-2 or 40-1; and an employee classified as a social worker in 40-2 may displace a junior employee in 40-2 or 40-1 or a junior employee in 40-3 where the job requirement was an MSW or BSW. An employee classified as a social worker 40-1 may displace a junior employee in 40-1.

An employee shall be paid according to the classification in which **they work** following any displacement. For greater clarification, a social worker 40-3 who displaces a social worker 40-2 who had been working in a position for which either an MSW or BSW was required, would continue to be paid and classified as a 40-3; however, a social worker 40-3 who displaces a social worker 40-2 who had been working in a position for which a BSW was required, would be paid and classified as a 40-2; and a social worker who was classified as a 40-2 who displaces a 40-3 who had been working in a position for which a MSW or BSW was required, would continue to be paid and classified as a 40-2.

f) An employee shall be recalled from a lay off to a position determined by the Agency in order of seniority within **their** classification provided **they have** the qualifications, both general and specific, skill and ability at the time to perform the work. An employee shall be paid according to the classification to which **they are** recalled. For greater clarification, a 40-3 may be recalled to a position for which either an MSW or BSW is required. A 40-2 may be recalled to a position for which either a BSW is required or where the job requirement was a MSW or BSW but shall be classified and paid as a 40-2.

g) There shall be no bumping up.

7.04 In case of layoff, the Agency shall assist the affected employee(s) to obtain other suitable employment in every reasonable way. The Agency may offer a leave of absence with pay instead of, or in addition to, final notice. In the event that the employee is not given a leave of absence with pay, the affected employee shall be allowed five (5) working days to engage in job search and attend personal matters. Such days shall be taken at a time mutually agreed upon by the employee and the supervisor. Requests shall not be unreasonably denied.

7.05 (a) An employee who is laid off or who volunteers for lay off shall have the right to be recalled for a period of two (2) years. Subject to the foregoing, an employee on lay off shall continue to accumulate seniority.

(b) Employees who are to be permanently laid off shall receive the following notice in writing from the Agency:

| | |
|---|---------------------|
| Three (3) months service but less than one (1) year service | Two (2) weeks |
| One (1) year service but less than two (2) years service | Three (3) weeks |
| Two (2) years service but less than five (5) years service | Six (6) weeks |
| Five (5) years service but less than ten (10) years service | Eight (8) weeks |
| Ten (10) years service and more | Fourteen (14) weeks |

(c) The Agency agrees to give the Union notice of any layoff in excess of thirteen (13) weeks prior to giving notice to the affected employee.

7.06 The Agency shall provide each employee a written evaluation after one (1) year's employment and at least every second (2nd) year thereafter. The employee shall have the right to see the evaluation and file **their** comments on it. Such comments shall be considered part of, and be included in, the personnel record. All evaluations are to be subject to the approval of the **Chief Executive Officer**. Evaluations are not to be considered disciplinary.

7.07 When employment is terminated by the employee, Administrative Assistant employees shall give at least two (2) weeks notice, in writing, and Professional Workers at least one (1) months notice, (preferably three (3) months notice of intention of leaving), in writing. All employees are required to give as much notice as possible. Employees shall receive letters of reference, within a reasonable time. Emergency resignation, due to illness, accident, death in the family or transfer of residence, shall be given immediate consideration.

7.08 The Agency shall give a copy of any letter of reprimand or adverse report to the Union no later than three (3) working days from the date which it gives the same to the employee. For greater clarification, this clause does not refer to an evaluation of an employee.

7.09 **Discontinuation of Service Delivery**

The Agency will advise the Union once it has made a final determination that there shall be termination of a part of its service delivery. The Agency will meet with a subcommittee of the Labour/Management Relations Committee for the purpose of reviewing its decision and the effects of the decision.

7.10 **Restructuring, Mergers, and Amalgamation**

In the event, the Ministry of Children and Youth Services imposes a merger between the Agency and another children aid society, the following shall apply:

- i. An employee who is laid off as a result of the merger shall be placed on a recall list for eighteen (18) months from the date the actual layoff begins unless the length of **their** seniority at the time of layoff is two years or more in which case **they** shall be placed on a recall list for 2 years; or
- ii. Accept the layoff, waive the right to recall, resign, and receive termination and severance pay of 2 weeks salary for each year of continuous service to a maximum of twenty-six weeks salary inclusive of obligations under *Employment Standards Act, 2000*. For greater clarity, an employee with 10 years continuous service would receive 20 weeks pay.
- iii. Subject to the foregoing, an employee on layoff shall continue to accumulate seniority.

Nothing in this Article is intended to deprive an employee of any other options under layoff that may be available to that employee under this collective agreement.

ARTICLE 8 – PART-TIME EMPLOYMENT

8.01 All part-time employees shall be entitled to vacation, sick leave, paid holidays subject to article 10.05 with respect to Major Religious Holidays and salary on a pro-rated basis, and shall have pro-rated benefits of all provisions of this Collective Agreement.

The part-time employee shall be responsible for their pro-rated portion of the premium. This amount shall be deducted from the part time employee's pay or paid directly to the Agency when part-time employees are granted leaves of absence. The Agency shall advise the Union in the event the part-time employee's portion will be increased and shall give the Union thirty (30) days notice of the change, or such lesser notice as given to the Agency.

The Agency agrees to limit the hiring of Part-Time employees working fourteen and one-half (14½) hours per week or less to a maximum of three (3), this number to be increased only with the consent of the Union.

ARTICLE 9 – HOURS OF WORK

- 9.01 Employees who are required to leave at 3:00 pm on Fridays for religious purposes for the period between the first Friday in November to the last Friday in February, inclusive, and who so advise the Agency in writing shall be permitted to leave at 3:00 pm and shall be required to make up the time.
- 9.02 Full-time Social Workers, shall have a thirty-five (35) hour week, exclusive of a meal period, and may be required to work two (2) days, which include evening hours or agree to work more such days which include evening hours (daytime and evening hours shall be worked in accordance with the schedule of the individual employee and approved by the Agency).
- 9.03 Full-time Administrative Assistant employees shall have a thirty-five (35) hour week, exclusive of a meal period, consisting of, at the discretion of the Agency, either
- i. five (5) days per week, Monday through Friday, during daytime hours; or
 - ii. four (4) days daytime hours and one (1) day evening hours to not later than 8:00 p.m., Monday through Friday, provided the one (1) day evening hours shall not be assigned on a Friday.

Daytime and evening hours shall be worked in accordance with the schedule of the individual employee and approved by the Agency.

- 9.04 Continuing time commitments, beyond an employee's regular working hours, may be mutually arranged between Agency and individual employees when required to meet client's service needs, with remuneration for an amount of time negotiable. With the exception of any agreement or agreements for emergency backup coverage, the remuneration shall not be less than the employee's rate of pay. The Agency shall provide the Union with a copy of any agreement pursuant to the above.
- 9.05 Overtime work above an employee's regular hours of work shall be preauthorized by the Employer and shall be compensated by equivalent time off. Such compensation time shall be taken not later than ninety (90) working days of its having been earned. The Employer agrees that in exercising its discretion to schedule compensation time it will not act unreasonably and without limiting the generality of the foregoing in no case shall the granting of such compensation time unduly affect the operation of the Agency.

Notwithstanding the foregoing,

1. overtime work on weekends (starting Friday evenings) or on holidays as set out in article 10.01
 - i. which is due to an emergency; or
 - ii. which is as required by the particular circumstances and as approved by the Agency; and
2. overtime work approved by the Agency in excess of forty-four (44) hours per week

shall be paid as overtime rather than compensation time at one and one half (1 ½) of the employee's regular rate of pay. For clarity, overtime pay for paragraph 1 and 2 shall not be pyramided. By way of example, overtime work on a weekend which is due to an emergency and which is in excess of forty-four (44) hours shall be paid at one and one half (1 ½) of the employee's regular rate of pay.

9.06 **Emergency After Hours**

- a)
 - i. Effective November 2, 2009, all service emergency coverage shall be paid at the following rates:
 - One thousand (\$1,000) for a full week (Monday 5:00 pm to Monday 9:00 am)
 - Five hundred (\$500) for a work week shift (Monday 5:00 pm to Friday 9:00 am)
 - Five hundred (\$500) for a weekend shift (Friday 4:00 pm to Monday 9:00 am)
 - Two hundred and seventy (\$270) for Statutory Holidays/Jewish holidays
 - One hundred (\$100) for an extra shift day should a holiday fall on a Monday.
(The employee who starts **their** shift the Tuesday after a Monday holiday will be paid \$100 less for that shift).
 - ii. An employee on emergency duty will be compensated at the rate of twenty dollars (\$20) per hour in addition to the rate in 9.06(a)(i) for time spent authorized by the Agency while out on a call.

Notwithstanding the foregoing, an employee who works in excess of forty-four (44) hours while on emergency duty shall be compensated

- i. At the rate of twenty dollars (\$20) per hour in addition to the rate in 9.06(a)(i) for time spent authorized by the Agency while out on a call; or
- ii. At time and one-half (1 ½) of the employee's regular rate of pay

whichever is greater.

- b) Effective April 1, 2009, all service emergency coverage for Mental Health Lead shall be paid at the following rates:
 - Seven hundred and eighty (\$780) for a full week (Monday 5:00 pm to Monday 9:00 am)
 - Eighty (\$80) per weeknight (Four hundred (\$400) for a work week shift)
 - One hundred and ninety (\$190) per weekend day (Three hundred and eighty (\$380) for a weekend shift)
 - One hundred and seventy (\$170) per Statutory Holiday/ Jewish holiday
 - Eighty (\$80) for an extra shift day should a holiday fall on a Monday.

(The Mental Health Lead who starts **their** shift the Tuesday after a Monday holiday will be paid \$80 less for that shift.)

Employees required to work on holidays as defined in Article 10 shall receive an additional Forty Dollars (\$40.00) per holiday worked.

It is agreed that if the OLRB determines that "Manager" is in the bargaining unit, then "Manager" will be added to 9.06(b)

Child and Youth Workers

9.07 Full-time Child and Youth Workers who are not assigned to work in a residential program shall have a forty (40) hours week, inclusive of a meal period, Monday to Friday. It is understood that the Agency has the right to determine the regular length of each shift and the right to alter from time to time, the regular length of each shift in order to best meet service requirements.

The regular hours of work for Part-time Child and Youth Workers who are not assigned to work in a residential program shall be specified, in writing, at the time of hiring, and shall include meal periods, which occur during their scheduled shifts.

9.08 The hours and shifts and terms related thereto for Child and Youth Workers who are assigned to work in a residential program with residents shall be as follows:

1. The regular hours of work for full-time Child and Youth Workers shall be eighty (80) hours in each fourteen (14) calendar day period, running Monday through Sunday, inclusive of meal periods which occur during their scheduled shifts.
2. The regular hours of work for Part-time Child and Youth Workers who are assigned to work in a residential program shall be specified, in writing, at the time of hiring, and shall include meal periods, which occur during their scheduled shifts.
3. It is understood that the Agency has the right to determine the regular length of each shift at the Residence, and the right to alter from time to time, the regular length of each shift in order to best meet service requirements.
4. Shift schedules for the Residence shall be drawn up by the Agency in consultation with the employee concerned.
5. Two (2) weeks prior to the date a shift schedule is to take effect, said schedule shall be posted and a copy of said schedule shall be provided to each employee.
6. The Agency shall make reasonable efforts to draw up shift schedules so that Child and Youth Workers:
 - a) Shall not be required to work any shift(s) on the scheduled day(s) off.
 - b) Shall not be required to work more than five (5) consecutive afternoon shifts, nor more than eight (8) afternoon shifts, per each fourteen (14) calendar day period, running Monday through Sunday.
 - c) Shall receive at least six (6) weekends off during each three (3) calendar month period;
 - d) Shall not be required to work on consecutive paid holidays;
 - e) Shall have no split days off.
7. Child and Youth Workers shall not be permitted to change shifts once scheduled, without prior permission from the Agency.
8. Child and Youth Workers who are unable to report to work on any shift shall advise the Agency at the earliest opportunity, prior to the commencement of said shift.

9. For the purposes of this Article, the term "overtime" shall be deemed to mean any period of time worked over and above an employee's regular hours of work as defined in Articles 9.08 (a) and 9.08 (b).
10. All overtime worked, as authorized by the Agency by the Child and Youth Workers, shall be compensated in either of the following ways:
 - a) Employees shall be granted equivalent compensatory time for all overtime worked; or
 - b) Employees shall be paid at their regular rate of pay for each one (1) hour of overtime, or part thereof, worked. The manner of compensation shall be determined by the employee.
11. Where an employee has completed **their** regularly scheduled hours of work and, without prior notification, is called in to work outside **their** regularly scheduled working hours, the employee shall be compensated at time and one-half (1½) of the employee's rate of pay.
12. The Agency shall make reasonable efforts to draw up the shift schedules in the Residence so that employees are scheduled to take their compensatory time within thirty (30) calendar days of the date said compensatory time was earned.
13. Statistical information regarding compensatory time shall be posted regularly in the Residence at the time each shift schedule is posted. Such information shall include the amount of compensatory time each employee is scheduled to take during the period of time covered by said shift schedule, as well as the amount of compensatory time still owed to each employee for paid holidays and/or overtime worked.
14. When an employee is scheduled by the Agency to be available for emergency coverage for the Residence outside **their** normal hours, **they** shall be paid emergency coverage of one hundred and five dollars (\$105.00) per week scheduled for such coverage. An employee scheduled for such coverage on a holiday, as defined in Article 10.01, shall receive an additional twenty dollars (\$20.00) for such coverage. Said payment shall reimburse the employee for being available for such coverage and for the first two (2) hours of work in the event the employee is required to work.

An employee shall be compensated for hours worked in excess of two (2) hours, either through equivalent compensatory time or at **their** regular rate of pay.

Should the emergency coverage employee be required to go out into the community or to the Residence, the employee shall be compensated at the rate of time and one-half (1½) **their** regular rate of pay.

ARTICLE 10 – HOLIDAYS

- 10.01 The following holidays, with pay, shall be observed:
- | | |
|--|--|
| New Year's Day | Civic Holiday (1 st Monday in August) |
| Family Day | Labour Day |
| Good Friday | Thanksgiving |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Major Religious Holidays the Agency observes | |
- 10.02 Should one or more holidays, as set out in Article 10.01, occur during an employee's vacation, such vacation shall be extended by that number of days or the employee shall be given the equivalent time off within a period ending not later than three (3) months after the end of the employee's vacation year.
- 10.03 Should New Year's Day, Canada Day, Christmas Day or Boxing Day fall on a Saturday or Sunday, employees shall be given the following Monday in lieu of said holiday.
- 10.04 Child and Youth Workers shall receive equivalent time off with pay for holidays on which they are required to work. The holidays of Child and Youth Workers shall coincide with those of other professional employees, save and except that they shall be required to provide coverage for the Residence on all such holidays.
- 10.05 A part-time employee shall be entitled to pay on a Major Religious Holiday the Agency observes if **they are** otherwise scheduled to work on that day and does not work on that day as a result of the Major Religious Holiday the Agency observes. Notwithstanding any other provision of the Collective Agreement, an employee shall not be entitled to a lieu day for a Major Religious Holiday the Agency observes.

ARTICLE 11 – VACATIONS

11.01 Length of Vacation

Employees shall be entitled to twenty-three (23) working days' vacation with pay during each full year of employment.

Upon completing twenty-five (25) years of employment, employees are entitled to twenty-five (25) days' vacation with pay during each full year of employment.

If an employee is absent, the annual vacation to which such employee may be entitled shall be reduced pro-rated for each consecutive month of absence.

11.02 Employees shall use their anniversary date for the purpose of calculating annual vacation. This may be varied at the Agency's request. There shall be no fractional days taken.

11.03 Time of Vacation

Employees are required to provide their requests for vacation for the period April 1 to March 31 by January 15 and the Agency shall respond by February 21. Requests made by January 15 shall be determined based on seniority. Requests for vacation made after January 15 shall be determined based on a first come first serve basis. In all cases requests for vacations shall be finally determined by the Agency with due concern for its operation.

Employees shall not have more than one year's entitlement remaining as of March 31 of any given year. Notwithstanding the foregoing, the Employer, at its discretion may allow additional accumulation of vacation when in its opinion it is appropriate to do so.

The Employer shall provide each employee a notice in October of each year notifying the employee of how much vacation time must be used before March 31 of the next year.

The notice shall also indicate that if the employee does not have **their** vacation request submitted and approved by December 31 the vacation may be scheduled by the Employer.

Requests for vacation following the notice shall be considered on a first come first serve basis and shall be approved or denied within two weeks of the request.

11.04 **Employees Leaving the Agency**

Probationary employees are covered by the "*Employment Standards Act, 2000*".

The employee shall be allowed to take unused vacation time prior to the date of resignation, if proper notice is given to the Agency of the intention of so doing. Any unused vacation shall be paid to the employee with final pay.

11.05 When an employee dies, **their** estate shall be credited with the value of vacation credit owing.

ARTICLE 12 – SICK LEAVE

- 12.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay:
- 1) Due to being sick, disabled, exposed to a contagious disease; or
 - 2) Because of an accident; or
 - 3) Following the approval of the **Chief Executive Officer** or designate, because of the illness of an immediate family member.

- 12.02 Sick leave shall be granted to employees on the basis of eighteen (18) working days credit for the first year of employment, from the date of beginning of employment and one and one-half (1½) working days for each month of service thereafter.

The above sick leave credit shall not be given for any periods of unpaid leave of absence of one (1) month or more, unless provided otherwise by statute.

The unused portion of this annual sick leave shall accumulate on each anniversary date to a maximum of one hundred and eighty (180) working days.

No more than six (6) of the said eighteen days may be used in relation to illness of the employee's immediate family in any calendar year. For the purpose of this article, "immediate family" means parent, grandparent, spouse, child, sibling, step-child, step-parent, step-brother or step-sister of the employee.

An employee's entitlement to emergency leave pursuant to the *Employment Standards Act, 2000* will be reduced for each day that an employee utilizes a day in relation to the employee's family pursuant to this article and for which the employee would be covered for such leave under the *Employment Standards Act, 2000*.

- 12.03 An employee may be required to produce an original signed certificate from the treating physician for any illness in excess of three (3) working days, certifying that **they were** unable to carry out **their** duties due to illness.

When an employee is required to produce such a certificate by the Agency, the employee shall be reimbursed the cost, if any, of obtaining such certificate up to a maximum of forty (\$40) dollars.

- 12.04 If an employee obtains sick leave with pay due to the act of a third party for which the employee is by law entitled to recover damages, the employee shall claim, among other things, the amount paid by the Agency representing salary for the leave period in any action brought by the employee and any amount recovered, in respect thereof, shall be paid to the Agency. If the Agency is reimbursed under this clause, for any sick leave payment, the

- number of days of sick leave for which the Agency has been reimbursed shall be restored to the employee's accumulated sick leave.
- 12.05 During any absence from work due to illness in excess of four (4) weeks, an employee shall provide the Agency with a medical certificate which shall indicate the expected date of return to work and thereafter shall communicate with the Agency at such times as may permit the Agency to inform itself of the reasonable return date to employment, with or without accommodation. Nothing herein interferes with the rights of the Agency and the employee with respect to additional reasonable contact during the employee's absence.
- 12.06 Where an employee qualifies for sick leave, bereavement or other approved leave, during **their** period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period, or reinstated for use at a later date, at the employee's option. Time lost because of illness shall be deducted from sick leave. Illness is defined as: an illness where an employee has been ordered to bed for a period of three (3) days or more; an illness requiring hospitalization. Employees must provide a medical certificate subject to the discretion of the Agency.

ARTICLE 13 – LEAVES OF ABSENCES

13.01 **Employees shall be entitled to pregnancy and parental leave in accordance with the *Employment Standards Act, 2000*, as amended from time to time, unless as modified by this collective agreement.**

13.02 **Supplementary Employment Benefit (SEB)**

An employee who has completed ten (10) months of continuous service prior to the expected date of birth is entitled to be paid supplemental Employment Insurance Benefits during pregnancy/parental leave, according to the following:

An employee on pregnancy/parental leave who is in receipt of Employment Insurance pregnancy/parental leave benefits and who elects to take the standard leave under the Employment Insurance Act shall on proof of such receipt be paid a supplemental Employment Insurance Benefit. Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of twenty (20) weeks. That benefit will be equivalent to the difference between:

- i. sixty-six and two-thirds per cent (66 2/3%) of the employee's regular weekly earnings and**
- ii. the sum of the employee's weekly Employment Insurance Benefits, based on the standard E.I. benefit rate.**

In any week during this period of twenty (20) weeks, the total amount of

- i. supplemental Employment Insurance Benefits and**
- ii. the weekly rate of E.I. benefits**

will not exceed sixty-six and two-thirds per cent (66 2/3%) of the employee's regular weekly earnings.

The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate, on the employee's last day worked prior to the commencement of the leave times their normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

When an employee elects to receive pregnancy or parental leave benefits pursuant to the Employment Insurance Act extended period rather than the Employment Insurance Act standard period, the amount of any SEB payable by the Employer during this twenty (20) week period will be no greater than what would have been

payable had the employee elected to receive the pregnancy or parental leave benefit pursuant to the standard period.

- 13.03 Compassionate leave of absence with pay, not to exceed five (5) working days, 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, grandchild, sibling, stepchild, step-parent, step-brother or step-sister of the employee.

It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.

Where it is necessary because of distance, the employee may be provided up to two (2) additional days without pay.

Compassionate leave of absence with pay for one (1) working day shall be granted in case of a death of an aunt or uncle.

- 13.04 Leave necessary for personal reasons may be taken by arrangement with the Agency and charged to vacation or deducted from the employee's pay.

- 13.05 Leave of absence with pay shall be granted for employees who are sent as delegates to Union conferences or conventions.

- 13.06 In line with the Agency's policy of encouraging the raising of the level of skill of its employees, leaves of absence, with or without pay, may be granted to employees for purposes of study. Wherever possible, the Agency shall assist the employees through continuing pay, or scholarship, or loan to undertake such further study, providing there is a commitment of continued employment with the Agency on the part of the employee. When it is agreed that an employee take further training on a part-time basis, the Agency shall be responsible for paying one-half (1/2) of the time off needed and give the employee the option of making up time after hours at the Agency for the other half, providing such hours are mutually acceptable.

- 13.07 a) The Agency has the right to designate employees to attend conferences with all costs paid by the Agency.
b) In addition to being designated, each employee shall be entitled to five days per year for professional development activities.

Every post-probation employee may, after receiving necessary approval of the **Chief Executive Officer**, submit a request to the Education Committee to receive funding to partake in professional development activities of **their** choosing.

- 13.08 Employees with a minimum of seven years continuous employment are eligible to apply for up to six months leave of absence, at up to full pay, as

sabbatical leave. Employees must request sabbatical leave at least four months in advance of taking such leave, and make a commitment to return for no such leave shall be taken without the specific approval of the **Chief Executive Officer**.

- 13.09 Seniority will accrue during leaves of absence and the Agency will continue the payment of premiums for benefits according to the collective agreement for employees on leave during the first (1st) month of the leave or such longer period as required by statute. Notwithstanding the foregoing, the one (1) month limit for premiums while on leave does not apply to employees absent on sick leave. Notwithstanding the foregoing, the Agency shall not pay premiums for benefits for an employee on LTD after twenty-four (24) months on LTD.

ARTICLE 14 – SENIORITY AND RECLASSIFICATION

- 14.01 Seniority shall be computed from the commencement of continuous employment of any employee and shall accrue during vacation, sick leave and other leave, which is granted.
- 14.02 Employees have tenure on the job (i.e. be recognized by the Agency as permanent employees), after passing their probation period. There shall be a probationary period of six (6) months with a mid-term evaluation during the term of the probationary period. Notwithstanding the foregoing, the probationary period of child protection employees who are required to be authorized and who have not been authorized shall be nine (9) months. At the discretion of the Agency, the probationary period for employees may be extended for an additional one (1) month. It is understood that probationary employees shall be **subject to the terms** of the Collective Agreement.
- 14.03 During the probationary period, either the Agency or the employee may terminate employment with notice of one (1) day for each week of service, to a maximum of five (5) working days' notice.
- 14.04 An employee shall lose all seniority and **their** employment shall be terminated if:
- a) **They** quit **their** employment;
 - b) **They are** discharged for just cause;
 - c) **They are** laid off for:
 - i) More than two (2) years or
 - ii) For a period of time equal to **their** seniority, whichever is the lesser provided that period shall be at least six (6) months.

ARTICLE 15 – JOB POSTINGS AND TRANSFERS

- 15.01 Employees of the Agency shall, to the extent considered feasible by the Administration, be given prior consideration in filling positions of a higher classification within the Agency but the fact of present employment in the Agency shall not be the determining factor.
- 15.02 The Agency will take no action to fill a vacancy or new position until a notice has been posted on the bulletin board for at least five (5) working days, and regular employees shall be given an opportunity to apply for the open position and shall be interviewed.
- 15.03 Such posting shall contain the qualifications required, duties, classifications, the then current location, anticipated starting date, and period of review.
- If the posting is temporary or contract, the posting shall indicate it is temporary or it shall indicate it is contract.
- 15.04 Applications will be considered on the basis of:
- a) Qualifications;
 - b) Performance;
 - c) Ability;
 - d) Experience;
 - e) Seniority with the Agency and;
when factors (a) to (d) inclusive are approximately equal, the seniority with the Agency shall be the deciding factor.
- 15.05 The employee has a right to submit any written evaluation received with an application for promotion.
- 15.06 A permanent employee who applies for and becomes the successful applicant for a contract position may return to **their** former position after the finish of the term of the contract position. Such employees shall continue to accrue seniority.
- 15.07 An employee at the time of promotion from one position to another shall receive a salary equivalent to the minimum scale of the new category if that is greater than the present salary by at least seven hundred dollars (\$700.00) in the case of professional employees and by at least five hundred dollars (\$500.00) in the case of administrative assistant and Child and Youth Workers. If the minimum scale of the new category is not greater than the present salary, the employee shall then advance to the first step in the new category which is greater than the employee's present salary by at least seven hundred dollars (\$700.00) in the case of professional employees and by at least five hundred (\$500.00) in the case of administrative assistant and Child and Youth Workers. An employee who is promoted shall then

advance to the next step of the new position on the anniversary date of **their** promotion to the new position.

ARTICLE 16 – GRIEVANCE PROCEDURE

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

Informal Stage

It is the intent of the parties to resolve all grievances through informal discussion among the appropriate parties, including a Union Representative. A grievance is to be made within ten (10) working days after the occurrence of the event being grieved.

Formal Stage

If the complaint is not settled informally, an employee may initiate a grievance in writing on the Grievance Form signed by the employee involved. The grievance shall contain a statement of the complaint and shall be filed within five (5) working days of receipt of the answer of the informal stage. A meeting shall be arranged by the **Chief Executive Officer** of the Agency or a designated representative with the Union within five (5) days of the receipt of the grievance in order to resolve the dispute. The Agency shall render a decision within five (5) working days if the grievance is not settled at the meeting.

Should no settlement satisfactory to the parties concerned be reached by this decision, the grievance may be referred by either party to a Board of Arbitration as provided for in Article 17 within ten (10) working days of the response following the above meeting, but not later.

In the event that an employee is discharged, the matter may be taken up at the formal stage of the grievance procedure. The grievance must be filed in writing within five (5) working days of the discharge.

The Agency may decline to consider any grievance the alleged circumstances of which originated or occurred more than twenty (20) days prior to its presentation in writing. Any ongoing occurrence shall be deemed grievable upon twenty (20) days after the date of its last occurrence.

Saturdays, Sundays and Statutory Holidays or Religious Holidays of the Agency or Employee's observance will not be counted in determining the time in which any action is to be taken or completed under the Grievance or Arbitration Procedures.

16.02 Any of the time allowances provided above may be extended by mutual agreement between the parties.

- 16.03 The Union, or the Agency, may file a grievance concerning a general application or interpretation of this Agreement commencing at the Formal Stage of the Grievance Procedure within twenty (20) days after the occurrence of the event being grieved. If such grievance is not settled at the Formal Stage to the mutual satisfaction of the conferring parties, the grievance may be referred by either party to a Board of Arbitration as provided for in Article 17 hereof within ten (10) working days of the final decision rendered at the formal stage.

ARTICLE 17 – ARBITRATION

- 17.01 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 arbitrable or an allegation is made that this Agreement has been violated, either of the parties may, 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 first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) working days advise the other party of the name of its appointee to the Arbitration Board.
- 17.02 The two appointees so selected shall, within five (5) working days of the appointment of the second, then appoint a third who shall be the **Chairperson**. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a **Chairperson** within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision in just and equitable manner and the decision shall be final and binding upon the parties hereto and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board but if there is not a majority, the decision of the **Chairperson** shall govern.
- 17.03 No person shall be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 17.04 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the express intent of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board and will share equally the fees and disbursements of the **Chairperson**.

ARTICLE 18 – SALARIES

- 18.01 The Agency shall pay wages semi-monthly in accordance with Schedules "A" (Social Workers), "B" (Administrative Assistant), "C" (Child and Youth Workers) and "D" (Program Specialists), as applicable, attached hereto and forming part of this Agreement.
- 18.02 New Professional and Administrative Assistant employees shall be placed in their proper experience rating level within the following Schedules ("A", "B", "C" and "D" attached hereto) based on consideration of their previous experience and other job qualifications.
- 18.03 a) It is agreed that employees shall receive payment based upon the job they perform.
b) However, employees temporarily transferred to a higher position for a period in excess of one (1) month 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.
- 18.04 The annual increment (Steps) shall be granted and become effective on the first day of the pay period closest to the anniversary date. If it is exactly even, the benefit shall go to the employee.
- 18.05 If, on the anniversary date, an employee is on notice of dismissal or probation, the annual increment will not take effect. If tenure is reinstated, the employee shall receive the step increase effective from the anniversary date, as if no notice of dismissal or probation was involved.
- 18.06 A newly hired employee hired at the 40-1 level may, after more than one (1) year's employment with the Agency, and who has successfully upgraded **their** qualifications by way of having taken courses related to the work of the Agency, request a reclassification support letter from the Supervisory Group, along with **their** evaluation, and submit the same to the Administration, along with a request for a promotion. If the promotion is granted by the Administration, the employee shall be promoted to the 40-2 level.
- 18.07 The Coordinator of the Programs listed below shall be paid at the rate of a position one step higher than **their** classification; Coordinator of Group Therapy, Coordinator of Play Therapy, Coordinator of Student Supervision. Such employees who continue to carry out the above responsibilities shall continue to be paid on the above basis. In the case where an employee who is already at the highest step of **their** classification becomes an above named Coordinator, during the term of the agreement scheduled to expire March 31, 2009 **they** shall be paid a one-time payment of one thousand dollars (\$1000.00) within thirty (30) days from assuming the Coordinator position.

ARTICLE 19 – REIMBURSEMENT

19.01 The Agency shall reimburse the employee for the following expenses incurred in connection with work assignments:

Travel Allowance

Employees driving personal cars on approved Agency business shall be reimbursed at the following rate per kilometre and substantiated parking fees.

Effective November 16, 2023, the rate changes to **fifty-eight cents (\$0.58)** per kilometre.

Effective April 1, 2024 increases to **sixty cents (\$0.60)**.

Mileage shall be paid only for excess travel over the round trip distance normally travelled between the home and the Branch Office at which the employee normally begins and ends the day's work.

Reimbursement will be made for public transportation when used. Employees will not be reimbursed for travel between home and Branch Office at which the employee begins and ends the day's work, or first or last stop of the day if an outside visit, except as required under relevant Ontario legislation or at the discretion of the **Chief Executive Officer**. If the first or last stop of the day is an outside visit, where to return home the employee pays excess costs, such as extra zone fares, such excess costs shall be reimbursed to the employee. Employees using their cars for Agency purposes shall have an all-inclusive business use policy in an amount of at least two million dollars (\$2,000,000.00) where available, and proof of such policy shall be furnished annually to the Agency.

An employee who is required to drive on behalf of the Agency and who drives less than sixteen hundred (1600) kilometres per year on behalf of the Agency and who has furnished proof of insurance, inclusive of business, for at least two million dollars (\$2,000,000) or more, as of October 6, 2011 shall be reimbursed at the end of the year the sum of one hundred and twenty dollars (\$120.00).

19.02 **First Aid Kits**

The Agency will make emergency first aid kits available to those employees required to carry infants and toddlers in their personal vehicles. The employee shall be responsible to carry such kits in their personal vehicles and return them when no longer required for Agency business.

19.03 **Long Distance Calls and Cell Phones**

The Agency will reimburse employees for the cost of long distance calls:

- i. which are related to Agency business,
- ii. while conducting Agency business,
- iii. upon submission of the long distance bill and
- iv. provided that the employee provides the Agency with the particulars of the telephone call.

Effective November 1, 2011, the Agency will pay twenty-five (\$25) dollars per month, pro-rated for part time employees, who regularly work outside the office and need a cell phone for their work as determined by the Agency and provided that the cell phone is on record with the Agency and the employee has provided the Agency with the cell phone number.

Note: If an employee is not selected for such payment, then the employee is not required to have the cell phone.

19.04 **Meals**

When an employee is required to attend a lunch or dinner meeting, the Agency shall pay for said meals.

19.05 **Meal Allowance**

All employees, who work authorized evening hours, shall receive a full allowance of fifteen dollars (\$15.00) per meal effective following date of ratification, provided they work a two (2) hour unit after 5:00 p.m. and work a total of nine (9) hours or more for that work day and they provide the Agency with a receipt for said meal.

19.06 **Driving Lessons**

When the Agency requires an employee to learn to drive an automobile, the Agency will arrange lessons and pay for same. The maximum amount payable for such lessons shall be seventy-five Dollars (\$75.00) and, if an employee leaves the Agency within two (2) years after the Agency has paid for such driving lessons, the amount of such driving lessons shall be deducted from final pay.

19.07 **Bolt Attachment for Infant and Toddler Seats**

When employees are required to carry infants and toddlers the Agency shall reimburse the employee for the cost of seat bolt installation. As an alternative and at the discretion of the Agency, the Agency may choose to arrange for and pay the cost of seat bolt installation at an installer of the Agency's choice.

ARTICLE 20 – WELFARE

20.01 Pension Plan and Group Life Insurance

Employees hired after January 1, 1962, shall participate in the Pension Plan and Group Life Insurance according to the coverage arranged through the group policies.

The Canadian Pension Plan and Unemployment Insurance are to be paid in addition to the present Pension Plan.

The Agency agrees to pay for the Group Life Insurance premiums at the rate of one hundred percent (100%).

20.02 Hospital and Medical Insurance

The Union agrees that the Agency has no liability and the Union will not grieve hereinafter with respect to the application of payments related to the Ontario Health Insurance Premium (OHIP).

The Agency agrees to pay one hundred percent (100%) of the premium for the Equitable Life Insurance Company of Canada Policy No. 096887 Division 07 Class B or any equivalent replacement thereof, to provide extended health care benefits limited to five thousand dollars (\$5,000) per year.

The Long Term Disability Plan as agreed for eligible employees shall be retained and the premiums paid one hundred (100%) by the Agency.

20.03 Workers Compensation

The Agency agrees to cover all employees under the *Workers' Safety and Insurance Act*. The Agency also agrees to pay the employees for the waiting period until compensation benefits begin. The Agency further agrees to pay the difference in salary and all fringe benefits for a period up to one (1) year or until notified within a one (1) year period that the employee will not return to work.

The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Agency and to ensure that the WSIB reimburses the Agency for the overpayment made.

In the event the employee is denied coverage, the payments made by the Agency while waiting for the compensation benefits to begin, shall be debited against the employee's sick leave bank. In the event the employee's sick leave bank does not cover the advance paid by the Agency, it shall be debited against accrued vacation bank subject to any legislation to the contrary, and in the event the employee's sick leave bank and accrued vacation bank do not cover the advance paid by the Agency, the excess payment shall be treated as an overpayment and the Agency shall make

recovery from the wages of the employee at a reasonable rate. Such reasonable rate shall not exceed the maximum permitted by the *Wages Act* R.S.O. 1990, unless the parties agree otherwise. In the event of an overpayment, the Agency shall meet with the employee so that the employee may provide **their** input regarding an appropriate schedule of recovery and the Agency shall advise the employee in advance of the implementation of any schedule of recovery with respect to the said overpayment.

20.04 **Vision Care Plan**

The Agency will contribute one hundred percent (100%) of the premiums for a vision care plan. The plan will be three hundred dollars (\$300) for every two (2) years.

20.05 **Dental Plan**

The Agency will contribute one hundred percent (100%) of the premiums for the dental plan Equitable Life Insurance Company of Canada Policy No. 096887 Division 07 Class B or its equivalent, 80-20 co-insurance at the current ODA Fee Schedule.

20.06 **Wellness Strategy**

A Health Spending Account (**HSA**) will be provided subject to the following conditions for all employees:

HSA Deposit of **\$1,250 within 45 days of November 16, 2023.**
HSA Deposit of **\$1,250 on April 1, 2024** and thereafter

New employees hired throughout any year shall have the Health Spending Account prorated by dividing the applicable yearly amount by 12 and multiplied by the number of months worked in that year.

The account would pay for CRA eligible expenses above benefit plan entitlements and may not be used to substitute for existing plan coverage.

The Account shall

- i) have a one year roll-over consistent with CRA rules which may be accumulated in a health spending account
- ii) facilitate employees to self-direct their wellness options and would be non-taxable subject to CRA rules
- iii) be administered by the Agency's benefits providers in accordance with the terms and conditions of its plans
- iv) be subject to CRA rules and requirements, as amended from time to time, including its definitions regarding eligible expenses.

For clarification, this payment is paid with respect to employees who are eligible and participate in the benefits plan.

20.07 Coverage under all above noted plans for employees otherwise eligible shall commence after three (3) months of employment.

The Agency agrees to pay its share of the coverage of the Group Life Insurance plan for a period of two (2) months for employees who have been laid off.

ARTICLE 21 – PERSONNEL FILES

21.01 An employee shall have the right on reasonable notice to the **Chief Executive Officer**, or a designated representative, to have access to, during normal business hours, and to review their personnel file provided that a representative of the Agency is present when **they** examine the file. Any employee shall not be permitted to remove anything from the file, but may make copies of any material contained therein.

21.02 No document will be added to an employee's personnel file without a copy being sent to the employee prior to its insertion in the file with a written indication that it is being placed in the personnel file.

If an employee responds in writing to any correspondence regarding personnel matters, this response will be inserted in the employee's personnel file.

21.03 A record of discipline is to be removed from an employee's personnel file after twenty-four (24) months from the date of discipline, provided that the employee has remained discipline free during that period, except in the case of discipline for incidents involving clients or in cases of harassment or bullying of other employees. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twenty-four (24) month period noted above.

ARTICLE 22 – SERVICE DELIVERY

- 22.01 It is agreed that changes in service delivery will not be instituted without consultation with the Union, at both the planning stage and prior to the decision to change, it being understood that the **Chief Executive Officer** shall have the sole right to make the final decision.

ARTICLE 23 – LABOUR/MANAGEMENT RELATIONS COMMITTEE

- 23.01 A Labour/Management Relations Committee shall be appointed consisting of representatives from the Union and the Agency. The Committee shall meet on reasonable notice of either party and at least once each month for the purpose of discussing all matters of mutual concern related to the functioning of the Agency. The Committee shall have the power to make recommendations to the Union and to the Agency. Time spent by employees in carrying out the functions of the Committee shall be considered to be time worked. The Chairmanship shall alternate between the Agency and Union. The Chairman shall be responsible for the agenda and shall give notice thereof to the other party at least seventy-two (72) hours prior to the time of meeting.

ARTICLE 24 – LEGAL LIABILITY

24.01 In the event that criminal charges are laid against an employee or former employee arising as a result of, or during the performance of assigned duties (with the exception of the Highway Traffic Act), and the Agency elects to provide the employee with legal counsel approved by the Agency and the insurance carrier, the Agency shall pay all legal costs there from that exceed the amount of coverage provided by the insurance carrier through the insurance policy, subject to the following conditions:

- i) The charge arises directly out of events incurred while the employee was actively in the course of performing **their** duties in good faith on behalf of the Agency and,
- ii) The employee was acquitted and,
- iii) Such acquittal of the charge or charges as laid was not affected by a plea or pleas by the employee to a lesser charge or charges.

The Agency's decision not to fund all or any portion of the legal costs shall not be the subject matter of a grievance and/or arbitration save and except what where an employee has been denied coverage, any dispute of the Agency's denial shall be limited to a claim that the decision to deny the coverage was made in bad faith.

In the event the employee is convicted, the Agency reserves the right to recover all or any portion of the legal costs paid by the Agency.

24.02 In the event that criminal charges are laid against an employee or former employee arising as a result of, or during the performance of assigned duties, and the Agency elects not to provide the employee with legal counsel and/or the employee elects legal counsel of **their** choice, the employee shall be responsible for all legal costs arising there from. In the event that the criminal charges are heard on the merits and there is an acquittal on the merits that has not been reversed on appeal, and on the review the Agency is satisfied that:

- i) The employee has carried out the Agency's mandate to provide services in good faith and in a professional manner,

the Agency shall reimburse the employee for that part of legal costs that exceed the amount of coverage provided by the insurance carrier through the insurance policy on a party/party basis as a maximum.

- 24.03 The Agency agrees that in situations where charges have been laid against an employee and on review the Agency is satisfied that:
- i) The employee has carried out the Agency's mandate to provide services in good faith and in a professional manner,

the Agency agrees that the employee may be entitled to a leave of absence with pay and full benefits until the conclusion of the legal process.

- 24.04 The Agency will pay the premium to provide coverage to seventy-five thousand dollars (\$75,000). All disputes relating to coverage with respect to a claim shall be determined as between the claimant and the insurance carrier.

ARTICLE 25 – QUALIFICATIONS

- 25.01 It is understood that if staffing guidelines are established by the Ministry of Community and Social Services and are adopted by the Agency, and that if, as a result there are employees of the Agency who do not meet the qualification guidelines for the bargaining unit job they are performing, the Agency will consider them qualified for that position and similar positions in their seniority group.
- 25.02 Should job qualifications be changed by the Agency, bargaining unit members who were qualified for their positions immediately prior to the time of the change will be deemed qualified for their positions immediately following the time of the change.

ARTICLE 26 – DURATION OF AGREEMENT

26.01 This Agreement shall be effective from **April 1, 2022 to March 31, 2026** and from year to year thereafter unless either party gives notice, in writing, not more than ninety (90) days or less than thirty (30) days prior to the expiration date in any year of their desire to alter or amend the same. The parties agree to meet within fifteen (15) working days after receipt of the notice, in writing, of the desire to bargain.

SIGNED AT TORONTO, ONTARIO THIS 25 DAY OF June, 2024

**JEWISH FAMILY AND CHILD
SERVICE OF GREATER TORONTO**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 265**



Sharon List



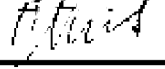
Jo-Anne Raso



Mark Shiner



Jordan Cares



Andrey Timofeev



Catalina Duque-Perez



Ilana Masas

Marie Lorenzo

SCHEDULES

SCHEDULE A – SOCIAL WORK SALARIES

40-4 Social Worker IV

| Years | 01-Apr-22 | 01-Apr-23 | 01-Apr-24 | 01-Apr-25 |
|-----------------|------------------|------------------|------------------|------------------|
| Increase | 3.00% | 2.00% | 2.00% | 3.00% |
| 1st | \$83,715 | \$85,390 | \$87,098 | \$89,711 |
| 2nd | \$87,039 | \$88,780 | \$90,556 | \$93,272 |
| 3rd | \$90,368 | \$92,176 | \$94,019 | \$96,840 |
| 4th | \$93,693 | \$95,567 | \$97,478 | \$100,403 |
| 5th | \$97,020 | \$98,961 | \$100,940 | \$103,968 |
| 6th | \$100,345 | \$102,352 | \$104,399 | \$107,531 |
| 7th | \$103,674 | \$105,748 | \$107,863 | \$111,099 |
| *8th | \$106,999 | \$109,139 | \$111,322 | \$114,662 |
| *9th | \$110,323 | \$112,529 | \$114,780 | \$118,223 |
| *10th | \$113,444 | \$115,713 | \$118,027 | \$121,568 |

*Every two (2) years

40-3 Social Worker III (MSW)

| Years | 01-Apr-22 | 01-Apr-23 | 01-Apr-24 | 01-Apr-25 |
|-----------------|------------------|------------------|------------------|------------------|
| Increase | 3.00% | 2.00% | 2.00% | 3.00% |
| 1st | \$73,319 | \$74,786 | \$76,281 | \$78,570 |
| 2nd | \$75,980 | \$77,500 | \$79,050 | \$81,421 |
| 3rd | \$78,643 | \$80,216 | \$81,820 | \$84,275 |
| 4th | \$81,304 | \$82,930 | \$84,588 | \$87,126 |
| 5th | \$83,964 | \$85,644 | \$87,357 | \$89,977 |
| 6th | \$86,626 | \$88,359 | \$90,126 | \$92,830 |
| 7th | \$89,288 | \$91,074 | \$92,895 | \$95,682 |
| *8th | \$91,950 | \$93,789 | \$95,665 | \$98,535 |
| *9th | \$94,608 | \$96,501 | \$98,431 | \$101,384 |
| *10th | \$97,271 | \$99,217 | \$101,201 | \$104,237 |

*Every two (2) years

40-2 Social Worker II (BSW)

| Years | 01-Apr-22 | 01-Apr-23 | 01-Apr-24 | 01-Apr-25 |
|-----------------|------------------|------------------|------------------|------------------|
| Increase | 3.00% | 2.00% | 2.00% | 3.00% |
| 1st | \$65,170 | \$66,473 | \$67,802 | \$69,836 |
| 2nd | \$67,389 | \$68,736 | \$70,111 | \$72,215 |
| 3rd | \$69,600 | \$70,992 | \$72,412 | \$74,584 |
| 4th | \$71,817 | \$73,253 | \$74,718 | \$76,960 |
| 5th | \$74,028 | \$75,509 | \$77,019 | \$79,330 |
| 6th | \$76,268 | \$77,794 | \$79,350 | \$81,730 |
| 7th | \$78,501 | \$80,071 | \$81,672 | \$84,122 |
| 8th | \$80,738 | \$82,352 | \$83,999 | \$86,519 |
| 9th | \$82,974 | \$84,634 | \$86,326 | \$88,916 |
| 10th | \$85,128 | \$86,831 | \$88,568 | \$91,225 |

40-1 Social Worker I (Case Aide)

| Years | 01-Apr-22 | 01-Apr-23 | 01-Apr-24 | 01-Apr-25 |
|-----------------|------------------|------------------|------------------|------------------|
| Increase | 3.00% | 2.00% | 2.0% | 3.00% |
| 1st | \$59,275 | \$60,461 | \$61,670 | \$63,520 |
| 2nd | \$61,441 | \$62,669 | \$63,923 | \$65,840 |
| 3rd | \$63,601 | \$64,873 | \$66,171 | \$68,156 |
| 4th | \$65,761 | \$67,076 | \$68,418 | \$70,470 |
| 5th | \$67,927 | \$69,286 | \$70,671 | \$72,792 |
| 6th | \$70,087 | \$71,489 | \$72,918 | \$75,106 |
| 7th | \$72,249 | \$73,694 | \$75,168 | \$77,423 |
| 8th | \$74,408 | \$75,897 | \$77,414 | \$79,737 |
| 9th | \$76,569 | \$78,101 | \$79,663 | \$82,052 |
| 10th | \$78,735 | \$80,310 | \$81,916 | \$84,374 |

SCHEDULE B – ADMINISTRATIVE ASSISTANT SALARIES

Administrative Assistant - Grade I (Junior Assistant)

Under close supervision, performs routine or repetitive duties not requiring judgement in selection or interpretation of office procedures or directives; carries out a variety of typing assignments, routine or repetitive, at moderate speed with reasonable accuracy from recording equipment or from rough or typed copy; performs routine bookkeeping and statistical duties, assists board members in performing duties, temporarily assumes switchboard duties.

Administrative Assistant – Grade I (Junior Assistant)

| Years | 01-Apr-22 | 01-Apr-23 | 01-Apr-24 | 01-Apr-25 |
|-----------------|------------------|------------------|------------------|------------------|
| Increase | 3.00% | 2.00% | 2.00% | 3.00% |
| 1st | \$42,402 | \$43,250 | \$44,115 | \$45,439 |
| 2nd | \$44,395 | \$44,295 | \$46,288 | \$47,574 |
| 3rd | \$46,387 | \$47,315 | \$48,261 | \$49,709 |
| 4th | \$48,379 | \$49,347 | \$50,334 | \$51,844 |
| 5th | \$50,252 | \$51,257 | \$52,283 | \$53,851 |
| 6th | \$52,117 | \$53,159 | \$54,222 | \$55,849 |
| 7th | \$53,986 | \$55,066 | \$56,167 | \$57,852 |
| 8th | \$55,855 | \$56,972 | \$58,111 | \$59,855 |

Administrative Assistant – Grade II (Senior Assistant)

Under supervision, performs work requiring experience in the office routine and judgement in following directives. The work requires good knowledge of methods and procedures, carries out a variety of typing assignments, specialized reports and correspondence. Takes difficult dictation, may type from recording equipment or from rough or typed copy at high rate of speed and accurately. May perform routine bookkeeping tasks, including posting and routine reports; prepares payroll and calculates payroll deductions. May perform routine filing duties and arrange records and is responsible for order and maintenance of agency records. May operate the switchboard and has to handle related receptionist duties.

Administrative Assistant – Grade II (Senior Assistant)

| Years | 01-Apr-22 | 01-Apr-23 | 01-Apr-24 | 01-Apr-25 |
|-----------------|------------------|------------------|------------------|------------------|
| Increase | 3.00% | 2.00% | 2.00% | 3.00% |
| 1st | \$47,737 | \$48,692 | \$49,666 | \$51,156 |
| 2nd | \$49,770 | \$50,765 | \$51,781 | \$53,334 |
| 3rd | \$51,803 | \$52,839 | \$53,896 | \$55,513 |
| 4th | \$53,848 | \$54,925 | \$56,024 | \$57,704 |
| 5th | \$55,890 | \$57,008 | \$58,148 | \$59,892 |
| 6th | \$57,934 | \$59,093 | \$60,275 | \$62,083 |
| 7th | \$59,977 | \$61,176 | \$62,400 | \$64,272 |
| 8th | \$62,020 | \$63,260 | \$64,525 | \$66,461 |

Administrative Assistant – Grade III (Specialist Assistant)

Under general supervision, performs relatively difficult or complex work where procedures are not entirely standardized. Selects methods and procedures when unusual problems arise; carries out highly specialized work under the direction of administrative official or professional supervisor; collects, analyzes and presents statistical data and the maintenance, compilation and tabulation of these records.

Administrative Assistant – Grade III (Specialist Assistant)

| Years | 01-Apr-22 | 01-Apr-23 | 01-Apr-24 | 01-Apr-25 |
|-----------------|------------------|------------------|------------------|------------------|
| Increase | 3.00% | 2.00% | 2.00% | 3.00% |
| 1st | \$55,566 | \$56,678 | \$57,811 | \$59,545 |
| 2nd | \$58,044 | \$59,205 | \$60,389 | \$62,201 |
| 3rd | \$60,522 | \$61,733 | \$62,967 | \$64,856 |
| 4th | \$62,976 | \$64,235 | \$65,520 | \$67,486 |
| 5th | \$65,469 | \$66,778 | \$68,114 | \$70,157 |
| 6th | \$67,944 | \$69,303 | \$70,689 | \$72,809 |

SCHEDULE C – CHILD AND YOUTH WORKER SALARIES

C.C.W.I

Has a minimum of three months direct experience or training. Each year direct experience, i.e. working as a C.C.W. elevates **them** one step. The responsibilities of C.C.W.I are to relate appropriately with the children in the Jerome D. Diamond Adolescent Centre; to be involved in making and following through with treatment plans for each child, and to follow through with routines, schedules and individual responsibilities given to them.

Child Care Worker I

| Years | 01-Apr-22 | 01-Apr-23 | 01-Apr-24 | 01-Apr-25 |
|-----------------|------------------|------------------|------------------|------------------|
| Increase | 3.00% | 2.00% | 2.00% | 3.00% |
| 1st | \$60,882 | \$62,100 | \$63,342 | \$65,242 |
| 2nd | \$62,544 | \$63,795 | \$65,071 | \$67,023 |
| 3rd | \$64,072 | \$65,353 | \$66,660 | \$68,660 |
| 4th | \$65,254 | \$66,559 | \$67,891 | \$69,927 |
| 5th | \$66,438 | \$67,767 | \$69,122 | \$71,196 |
| 6th | \$67,619 | \$68,971 | \$70,351 | \$72,461 |
| 7th | \$68,795 | \$70,171 | \$71,574 | \$73,722 |
| 8th | \$69,972 | \$71,372 | \$72,799 | \$74,983 |

C.C.W.II

Has a Child Care Certificate or other degree or three (3) years' direct experience. Each year direct experience elevates **them** one step. Each year indirect experience elevates **them** one-half (1/2) step. The responsibilities for C.C.W.II are the same as for C.C.W.I.

Child Care Worker II

| Years | 01-Apr-22 | 01-Apr-23 | 01-Apr-24 | 01-Apr-25 |
|-----------------|------------------|------------------|------------------|------------------|
| Increase | 3.00% | 2.00% | 2.00% | 3.00% |
| 1st | \$67,274 | \$68,620 | \$69,992 | \$72,092 |
| 2nd | \$69,363 | \$70,751 | \$72,166 | \$74,331 |
| 3rd | \$70,867 | \$72,284 | \$73,730 | \$75,941 |
| 4th | \$72,663 | \$74,116 | \$75,598 | \$77,866 |
| 5th | \$74,460 | \$75,949 | \$77,468 | \$79,792 |
| 6th | \$76,255 | \$77,780 | \$79,336 | \$81,716 |
| 7th | \$78,054 | \$79,615 | \$81,207 | \$83,643 |
| 8th | \$79,953 | \$81,553 | \$83,184 | \$85,679 |

C.C.W.III – SUPERVISORS

Child Care Worker III – Supervisors

| Years | 01-Apr-22 | 01-Apr-23 | 01-Apr-24 | 01-Apr-25 |
|-----------------|------------------|------------------|------------------|------------------|
| Increase | 3.00% | 2.00% | 2.00% | 3.00% |
| 1st | \$76,636 | \$78,169 | \$79,732 | \$82,124 |
| 2nd | \$78,865 | \$80,443 | \$82,052 | \$84,513 |
| 3rd | \$81,095 | \$82,717 | \$84,372 | \$86,903 |
| 4th | \$83,330 | \$84,997 | \$86,697 | \$89,297 |
| 5th | \$85,562 | \$87,274 | \$89,019 | \$91,690 |
| 6th | \$87,793 | \$89,548 | \$91,339 | \$94,080 |
| 7th | \$90,024 | \$91,824 | \$93,661 | \$96,471 |
| 8th | \$92,253 | \$94,098 | \$95,980 | \$98,859 |

SCHEDULE D – PROGRAM SPECIALIST SALARIES

Program Specialist

| Years | 01-Apr-22 | 01-Apr-23 | 01-Apr-24 | 01-Apr-25 |
|-----------------|------------------|------------------|------------------|------------------|
| Increase | 3.00% | 2.00% | 2.00% | 3.00% |
| 1st | \$66,146 | \$67,469 | \$68,819 | \$70,883 |
| 2nd | \$68,212 | \$69,577 | \$70,968 | \$73,097 |
| 3rd | \$70,362 | \$71,769 | \$73,205 | \$75,401 |
| 4th | \$72,597 | \$74,049 | \$75,530 | \$77,796 |
| 5th | \$74,631 | \$76,123 | \$77,646 | \$79,975 |
| 6th | \$76,735 | \$78,270 | \$79,836 | \$82,231 |
| 7th | \$78,916 | \$80,494 | \$82,104 | \$84,567 |
| 8th | \$81,170 | \$82,794 | \$84,450 | \$86,983 |

LETTERS OF UNDERSTANDING

SUPPLEMENTARY AGREEMENT SUPERVISORS

It is agreed that so long as Simon Kalkstein is the incumbent in the Adult Mental Health Lead position, Mr. Kalkstein shall not supervise employees in the bargaining unit.

LETTER OF UNDERSTANDING
TECHNOLOGICAL CHANGE

BETWEEN:
JEWISH FAMILY AND CHILD SERVICE OF GREATER TORONTO
AND:
CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 265

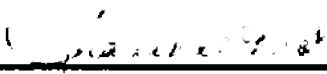
The Agency will endeavour to advise the Union ninety (90) calendar days in advance of the introduction of any technological change which will result in a layoff of employees in the bargaining unit. Any bargaining unit employee who has **their** position rendered redundant as a result of the introduction of the technological change shall have the ability to exercise **their** displacement rights pursuant to Article 7.

The Agency will meet with a subcommittee of the Labour/Management Relations Committee for the purpose of reviewing its decision to introduce the above-noted technological change.

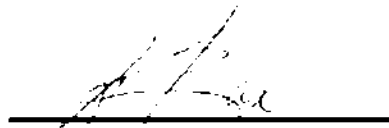
SIGNED AT TORONTO, ONTARIO THIS 25 DAY OF June, 2024

**JEWISH FAMILY AND CHILD
SERVICE OF GREATER TORONTO**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 265**



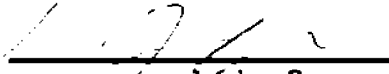
Sharon List



Jo-Anne Raso



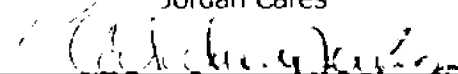
Mark Shiner



Jordan Cares



Andrey Timofeev



Catalina Duque-Perez



Ilana Masas



Marie Lorenzo

LETTER OF UNDERSTANDING

ARTICLE 7.03 (A)

**BETWEEN:
JEWISH FAMILY AND CHILD SERVICE OF GREATER TORONTO
AND:
CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 265**

The categories referred to in article 7.03 (a) as of **November 16, 2023** were:

Domestic Violence

Generic Counsellors

Intake

Research/Evaluation

Family Support and Special Needs

Day School Outreach

Child Protection

Hospice and Holocaust Survivor Services

Children in Care

Diamond Centre

The Union agrees that the Agency has the right to create new categories or amend existing categories, provided that the Agency agrees it will not create new categories or amend existing categories for the purpose of circumventing the displacements pursuant to 7.03(a). It is agreed that categories resulting from the organizational restructuring in 2011 were not created for the purpose of circumventing the displacements pursuant to 7.03(a). The Agency agrees that there shall be no layoffs as a result of the organization restructuring; it is understood that there may be layoffs for other purposes. The Agency agrees that nothing herein limits the Union's rights under Article 15 re: posting of new positions. The Agency agrees that it will meet with a subcommittee of the Labour/Management Relations Committee for the purpose of reviewing changes to the above noted list.

SIGNED AT TORONTO, ONTARIO THIS 25 DAY OF June, 2024

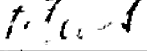
**JEWISH FAMILY AND CHILD
SERVICE OF GREATER TORONTO**



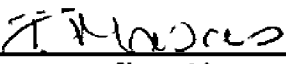
Sharon List



Mark Shiner



Andrey Timofeev



Ilana Masas

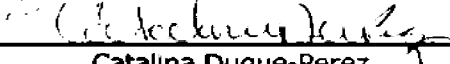
**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 265**



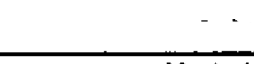
Jo-Anne Raso



Jordan Cares



Catalina Duque-Perez



Marie Lorenzo

LETTER OF UNDERSTANDING
STUDENTS AT RECEPTION

BETWEEN:
JEWISH FAMILY AND CHILD SERVICE OF GREATER TORONTO
AND:
CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 265

Students who are employed at reception who work no more than fifteen (15) hours per week shall be paid at least **minimum wage** and shall not otherwise be covered by the terms of the collective agreement, other than with respect to article 3.01 related to the deduction of dues, article 4.01 related to strikes and lockouts and the right to grieve according to the collective agreement with respect to the foregoing. The Agency shall not employ more than eight (8) students at any given time under this provision.

SIGNED AT TORONTO, ONTARIO THIS 25 DAY OF June, 2024

**JEWISH FAMILY AND CHILD
SERVICE OF GREATER TORONTO**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 265**




Sharon List



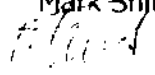
Jo-Anne Raso



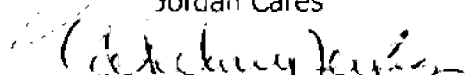
Mark Shiner




Jordan Cares



Andrey Timofeev



Catalina Duque-Perez



Ilana Masas



Marie Lorenzo

LETTER OF UNDERSTANDING
PROVINCIAL DISCUSSION TABLE AND SUB-COMMITTEES

BETWEEN:
JEWISH FAMILY AND CHILD SERVICE OF GREATER TORONTO
AND:
CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 265

The parties to this Agreement shall support the establishment of the following provincial groups:

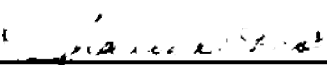
- Provincial Discussion Table (PDT)
- PDT – Sub-Committee – Worker Safety Group
- PDT – Sub-Committee – Workload Measurement Study Group

As contemplated in the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe CAS and the Children’s Aid Societies of Ontario Employer Group signed on **June 4, 2011**.

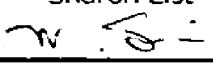
This letter does not form part of the collective agreement and shall not be the subject matter of a collective agreement grievance or arbitration. This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew at that time except by express agreement of the parties.

SIGNED AT TORONTO, ONTARIO THIS 25 DAY OF June, 2024

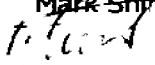
**JEWISH FAMILY AND CHILD
SERVICE OF GREATER TORONTO**



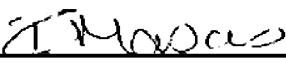
Sharon List



Mark Shiner

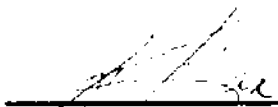


Andrey Timofeev

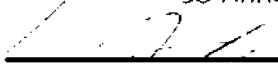


Ilana Masas

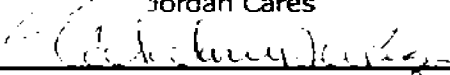
**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 265**




Jo-Anne Raso



Jordan Cares



Catalina Duque-Perez



Marie Lorenzo

LETTER OF UNDERSTANDING
BENEFIT SAVINGS

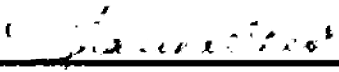
BETWEEN:
JEWISH FAMILY AND CHILD SERVICE OF GREATER TORONTO
AND:
CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 265

If prior to the expiry of this collective agreement the Agency finds that it can reduce the cost of benefits through the provision of common benefits providers with other CASs in Ontario, then it may not enter into such agreement to reduce costs if it leads to a reduction of benefits for the employees covered by this collective agreement.

SIGNED AT TORONTO, ONTARIO THIS 25 DAY OF June, 2024

**JEWISH FAMILY AND CHILD
SERVICE OF GREATER TORONTO**

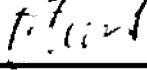
**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 265**



Sharon List



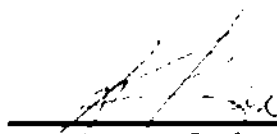
Mark Shiner



Andrey Timofeev



Ilana Masas



Jo-Anne Raso



Jordan Cares



Catalina Duque-Perez



Marie Lorenzo

LETTER OF UNDERSTANDING

WORKLOAD

BETWEEN:

JEWISH FAMILY AND CHILD SERVICE OF GREATER TORONTO

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, and its LOCAL 265

1. The Agency recognizes that the issue of workload is of concern to its employees. As well, each of the Union and the Agency recognizes that the provision of Child Welfare Services are subject to the *Child and Family Services Act* and Ministry Standards and that the needs of the Agency are factors in considering workload assignments.
2. **Joint Workload Committee**
Within 60 days of ratification, a Joint Workload Committee shall be struck with two (2) union representatives appointed by the Union, one of whom shall be the President of the Local or designate, and two (2) representatives appointed by the Agency. Time spent by employees while attending Joint Workload Committee meeting shall be considered to be time worked. The Chairmanship shall alternate between the Agency and Union.
3. **Workload Assessment Process**
The Agency and the Union acknowledge that workload can fluctuate and review of workload should be considered on an ongoing basis with the goals of making
 - a. reasonable measurements and
 - b. reasonable distributionsof workload over a period of observation.

The determination of reasonable standards for workload should be based on **matters which are reasonable in the circumstances, including without limiting the generality thereof, industry norms, skills and abilities of employees, needs of the client or clients, and representations of the parties and employees.**
4. (a) The Agency and the Union recognize as relevant the following in considering the reasonableness of assignments:
 - a. the individual skill level and experience of the employees at the time of the assignment;
 - b. the needs and mandate of the Agency;
 - c. the current workload and anticipated workload fluctuations including the frequency and amplitude of the fluctuations in the workloads; and
 - d. that factors which may affect the assignment of child welfare cases and family services cases may differ, in whole or in part, one from the other, **including pandemics and other emergency situations.**
(b) Subject to the foregoing, the Agency and the Union recognize that factors which may affect the assignment of cases include, but are not limited to:
 - a. Number of cases before the court;
 - b. Number of designated high risk cases;
 - c. Number of supervised access visits;

- d. **Level of volatility and intensity of care;**
 - e. Absences from employment including leaves of absence, vacation and illness;
 - f. The complexity of the assignments and cases;
 - g. Number of administrative assignments.
5. **An employee who leaves the employ of the Agency shall complete documentation and case notes in the employee's case files prior to leaving the employ of the Agency.**

The Agency endeavours

- a. To meet with an employee prior to **the employee** leaving the employ of the Agency or commencing a planned leave to establish a plan for the employee to complete or transfer a file, or both;
- b. To allow an employee leaving the employ of the Agency or transferring from one position to another, a reasonable opportunity to complete documentation requirements, if any, prior to **the employee's** last day of work in the Agency or position, as appropriate.

The foregoing does not apply to an employee terminated for cause.

6. Workload Assessments

In the event an employee believes **the employee's** workload is not reasonable, the employee may request to meet with **the employee's appropriate manager** to jointly conduct an assessment of the reasonableness of **the employee's** workload, **based on factors identified in #3 above**. The meeting will take place within ten (10) days of the concern having been raised or at such time as may be mutually agreed upon. **Failing resolution of the issues identified during the assessment of the employee's workload, either the Union or the Employer may refer the matter** to the Joint Workload Committee.

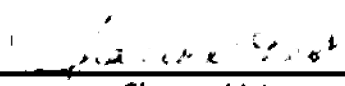
The Joint Workload Committee shall review the matter within ten (10) working days of the referral or at such time as may be mutually agreed on. If the members of the Joint Workload Committee are unable to resolve the matter, the **Chief Executive Officer** and the Union President or designate, shall meet. The **Chief Executive Officer** will provide a written response to the employee, copied to the Union, within ten (10) working days of the meeting. Failing resolution of the issues identified during the assessment of employee workload, the Union **or Employer** may refer the matter **to the Labour Management Committee** for further discussion.

7. In addition to a meeting or meetings of the Joint Workload Committee pursuant to clause 6, the Joint Workload Committee shall meet quarterly or at such times as the Joint Workload Committee shall agree upon, for the purpose of making recommendations to the Agency on ways to address workload issues. The Agency shall provide such data as are reasonably necessary and reasonably accessible to the Agency for this purpose. The Joint Workload Committee shall forward its conclusion or a summary of its differences to the **Union President and the Chief Executive Officer** for **their** review and response.

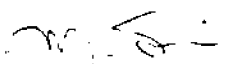
8. The contents of this letter shall not be a difference between parties and shall not be the subject of a grievance or arbitration except where specific undertakings are provided to an individual employee and the Agency fails to implement the specific terms of that undertaking in which case the employee may grieve the non-compliance of that specific undertaking and such remedy shall be limited to whether the undertaking shall be implemented in whole or in part or shall not be implemented.

SIGNED AT TORONTO, ONTARIO THIS 25 DAY OF June, 2024


**JEWISH FAMILY AND CHILD
SERVICE OF GREATER TORONTO**



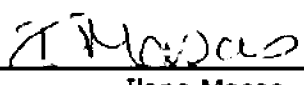
Sharon List



Mark Shiner

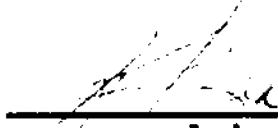


Andrey Timofeev

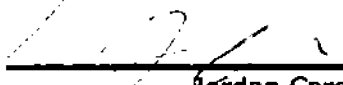


Ilana Masas

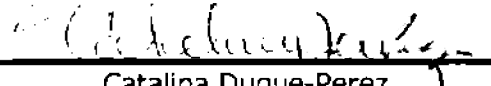
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
Jo-Anne Raso



Jordan Cares



Catalina Duque-Perez



Marie Lorenzo
