

COLLECTIVE AGREEMENT

BETWEEN

CATHOLIC CHILDREN'S AID SOCIETY OF TORONTO

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2190**

April 1, 2023 to March 31, 2026



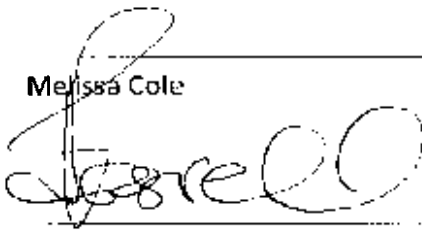
The members of the 2023 Collective Agreement Negotiation Teams were:

For the Union



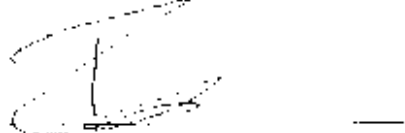
Karen Trench

Melissa Cole



Valentina Farrell

Richardo Lashley



Michelle Rose

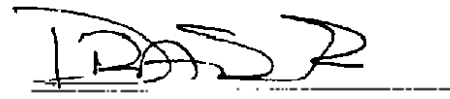


Paula Tavares



For the Society

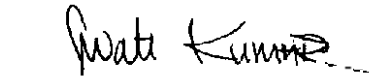
Demetre Rigakos



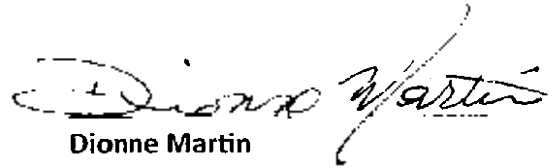
Jahey Cordeiro



Swati Kumar



Dionne Martin



Clara Secnik



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Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

01: PURPOSE

01.01 The general purpose of this Agreement is to:

- a) Establish and maintain collective bargaining relations between the Society and its employees, provide procedures for the prompt and equitable disposition of grievances, establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- b) Provide service to the Catholic Community in accordance with The Child, Youth and Family Services Act, as amended from time to time.

It is recognized by this Agreement to be the duty of the Society and its employees to co-operate fully, individually and collectively for the advancement of the said conditions.



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

02: RECOGNITION

- 02.01 The Society recognizes the Local as the sole and exclusive bargaining agent for all persons employed by the Catholic Children's Aid Society of Toronto, save and except:
Supervisors, persons above the rank of Supervisor, drivers and students employed during the school vacation periods.
- 02.02 The term Supervisor shall be deemed to include Team Supervisor, Supervisor of Volunteer Services and may include Co-Ordinator if not in the bargaining unit.
- 02.03 The term "probationary employee" shall be deemed to mean an employee who is appointed on a trial basis and works for a period not to exceed six (6) calendar months and who has no seniority rights during their probationary period. Unauthorized child protection workers shall serve a probationary period not to exceed nine (9) calendar months and shall have no seniority rights during their probationary period.
- 02.04 The term "full-time employee" shall be deemed to mean any employee who is regularly employed by the Society on the basis of full-time hours. For the purposes of this clause, full-time hours shall be deemed to mean full-time hours as defined by Articles 30.02(a) and 31.01(a).
- 02.05 The term "regular part-time" shall be deemed to mean any employee who is regularly scheduled by the Society and who regularly works less than full-time hours per week.
- 02.06 The term "casual part-time employee" shall be deemed to mean any employee who is scheduled by the Society on an as needed basis and who works less than full-time hours.
- 02.07 The term "After Hours Worker" shall be deemed to mean any employee who is hired for the purpose of handling **any referral, inquiry or** emergency situations outside the normal office hours.
- 02.08 The term "temporary employee" shall be deemed to mean any employee who is hired for a specific term and task and who fills a permanent position temporarily vacated in accordance with Article 15.02 or as an interim measure while the recruitment for the position is in progress pursuant to Article 15.03.
- 02.09 The term "contract person" shall be deemed to mean any individual who provides services to clients and is retained for the purposes of:
- a specific project of non-recurring kind; or
 - a project where outside funding is received to support an initiative of the Society; and
 - who is under a contract with a specified termination date not to exceed twelve (12) months and pursuant to Article 45.



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

03: SAFE, HEALTHY & RESPECTFUL WORKPLACE

03.01 The health, safety and well-being of all employees of the Society is of paramount importance and is a shared responsibility. Employees all play a role in planning for and responding to safety issues.

The Society and the Union recognize their respective responsibilities to:

- Provide and maintain a safe and healthy workplace;
- Ensure all locations of operations are safe, secure and allow for confidentiality;
- Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour;
- Support and promote the provision of services where individuals are treated with dignity, respect, equal opportunities and independence of persons with disabilities;
- Comply with all duties and responsibilities under the Occupational Health and Safety Act, Ontario Human Rights Code, Labour Relations Act and the Accessibility for Ontarians With Disabilities Act, as may be amended from time to time;
- Work together to identify and reduce risks in the workplace; Ensure that the response to health and safety matters will be timely;
- Ensure all Bargaining Unit staff receive Legislative, Health and Safety, and Worker Safety: violence, harassment and bullying in the workplace training annually.

SECTION 1 - RESPECT & HUMAN RIGHTS

03.02 The Society is committed to an organizational climate where individuals are treated with dignity, fairness, and respect without harassment or discrimination in accordance with the Ontario Human Rights Code and other applicable legislation, as may be amended from time to time. Harassment and discrimination contrary to the Code deny equal rights and opportunities, are destructive of persons, are a part of the continuum of violence and work against the Society's mission statement, values and service principles.

The Society and the Union will:

- Recognize and uphold the inherent dignity, worth and rights of each individual;
- Make every effort to ensure that the workplace is safe for everyone, free from comments and actions that may limit or create barriers to the full participation of all individuals;
- Promote and support an environment that is free of disrespectful behaviour, discrimination, harassment, disruptive workplace conflict and violence.

03.03 EQUITY

The Society and the Union are committed to the objective of equity in the workplace. The Society and the Union undertake to pursue equity, freedom from adverse discrimination and harassment, and the removal of all barriers to equal opportunity and fair treatment. The Society and the Union have a joint role in monitoring the implementation of both the Equity and Employment Equity policies.

03.04 HARASSMENT & DISCRIMINATION

a) Human Rights

The Society and the Union agree that there shall be no harassment/discrimination in the workplace in accordance with the Ontario Human Rights Code, the prohibited grounds identified in the Code and the Occupational Health & Safety Act, as may be amended from time to time.

The Society will take every reasonable action to eliminate such behaviour and provide redress.

b) Religious Beliefs/Creed

It is the intention of the Society to maintain its practice of non-discrimination against individuals in relation to their individual and respective religious beliefs and/or creeds. This includes the right of the Society to give preferential consideration to Roman Catholic practices.

c) Accommodation & Re-integration

The Society and the Union recognize the responsibility and legal obligation under the Ontario Human Rights Code, Accessibility for Ontarians With Disabilities Act and the Workplace Safety and Insurance Act, as amended from time to time, to accommodate persons with disabilities, undertake initiatives to identify and remove systemic and structural barriers that restrict access to, and limit opportunities of, employees and potential employees to full and equal participation and re-integrate employees back into the workplace who have suffered a permanent or partial injury or illness.

03.05 PSYCHOLOGICAL HARASSMENT

a) The Society and the Union affirm that every employee is entitled to a respectful work environment and an environment free from psychological harassment which includes bullying. Therefore, the Society and the Union will not condone any inappropriate behaviour by any of their respective representatives or members that interferes with work relationships and isolates, alienates or demeans any employee.

b) The Society and the Union agree that there shall be no psychological harassment in the workplace by any of their respective representatives or members. The Society will take every reasonable action to eliminate such behaviour and provide redress.

Psychological harassment means any vexatious behaviour that is repetitive in the form of hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

Notwithstanding this, psychological harassment must not be confused with the normal exercise of the Society's management rights, in particular their right to assign tasks and their right to take disciplinary action. Insofar as the Society does not

exercise these rights in a manner that is inconsistent with Article 3, their actions do not constitute psychological harassment.

03.06 UNION MEMBERSHIP

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

03.07 REVIEW OF POLICIES

During the course of this Collective Agreement the Society will undertake a review of the Society's policies on:

- Equity and Employment Equity;
- Prevention of Harassment and Discrimination;
- Health and Safety;
- Prevention of Workplace Violence;
- Prevention of Communicable Diseases;
- Building Security After Office Hours and Worker Safety Measures;
- Accessibility for Ontarians with Disabilities;
- **Vaccination policies.**

SECTION 2 - HEALTH & SAFETY

03.08 JOINT HEALTH AND SAFETY COMMITTEES

Recognizing both its responsibilities under the applicable legislation and that the health and safety of employees is of mutual importance to the Society and the Union; the Society agrees to the establishment of a Joint Health and Safety Committee:

- (i) The Joint Health and Safety Committee shall be comprised of **two** co-chairs, **one from CUPE Local 2190 and one from Management. The committee shall include three (3) worker representatives from each floor occupied by staff at 2206 Eglinton Avenue East and two (2) alternates, to be appointed by the Union.** The Union and the Society will act as co-chairs for the Committee. The President of CUPE Local 2190 and the Director of Human Resource Services or designate shall form part of the Committee.

The parties agree that the Union plays an important role in ensuring a safe and healthy workplace. To that end, with prior notice, the Society or the Union may invite an external person to attend Joint Health & Safety meetings as a guest.

The role of the Joint Health and Safety Committee shall be to:

- Disseminate pertinent health and safety information relating to changes in regulations, legislation and/or the introduction of new compliance requirements;
- Respond to broad health and safety concerns effecting staff across the Society;
- Initiate and undertake initiatives aimed at improving the health and safety of Society staff;
- Make recommendations to senior management regarding the development of pro-active health and safety practices, guidelines and/or policies;
- Promote the profile of health & safety in the workplace;
- **Identify potential dangers and hazards, institute means of improving Health and Safety programs and recommend to the Executive Director or designate, actions to be taken to improve conditions related to Health and**

Safety.

Local Joint Health and Safety Committee members shall be granted leave without loss of their pay, benefits, seniority etc. in order to carry out their Local Joint Health and Safety Committee responsibilities on the following conditions:

- a) to attend scheduled Local Joint Health and Safety Committee meetings;
- b) designated committee members will be entitled to up to one (1) hour preparation time prior to each Local based Committee meeting;
- c) designated committee members will be provided with time necessary to carry out their duties of inspection and investigation as described under the Occupational Health & Safety Act, as may be amended from time to time.

The Society and the Union agree to co-operating reasonably in providing each other with necessary information including incident reports, and other relevant Health and Safety records to enable the committee to fulfil its function. This Local Joint Health and Safety Committee will review all incident reports and make appropriate recommendations to reduce further risk and/or risk of violence.

03.09 POTENTIAL SAFETY ISSUE AND OR RISK

The Society is committed to the personal safety of employees while in the course of their employment and does not expect any employee to place their personal safety at risk to perform their job.

In the event that an employee identifies a potential safety issue and or risk, hazard or potential for violence while in the direct performance of their duties, the employee shall:

- immediately bring the matter to the attention of a Team Supervisor;
- meet with a Team Supervisor and review and assess the degree of risk and develop a plan to ensure the safety of the employee while in the performance of their duties.

In the event that the employee and a Team Supervisor are unable to reach agreement on a worker safety plan, a Team Supervisor and the employee shall seek consultation from the Service Manager and one of the Certified Health and Safety members. If the Service Manager and the Certified Health and Safety member are not available, a Service Manager and a Certified Health and Safety member from another location or service shall be consulted. In the event that an appropriate resolution cannot be reached, the Service Manager shall be responsible for ensuring service needs are met through alternate means.

Failure to arrive at a satisfactory resolution will result in the matter being referred to a certified Health and Safety Team comprised of representatives from CUPE Local 2190, a Management staff and a Human Resource Consultant. This team shall preferably be comprised of employees that have no direct knowledge of the matter and shall convene a meeting within three (3) working days of all of the parties to:

- review the process and the relevant facts of the situation;
- ensure compliance with all relevant legislation;
- seek resolution of the matter;
- make recommendations to improve the Society's health and safety practices;
- prepare a summary report to be distributed to the President of Local 2190, the co-chairs of the Local Joint Health and Safety Committee, the Service Management Team and Human Resource Services; and,
- where appropriate, will consult with an expert e.g. mental health and substance

abuse.

In the event that the Health and Safety Team is unable to arrive at a satisfactory resolution, the matter will be referred to the Executive Director or designate for determination. The Executive Director or designate will convene a meeting with the Local Health and Safety Representative Team and the employee who identified the health and safety concerns.

03.10 Notwithstanding the above, nothing here shall prevent an employee from exercising any rights provided under the Occupational Health and Safety Act, as amended from time to time, including the right to know about hazards in the workplace, the right to participate in workplace health and safety decisions pursuant to the provisions setting out the powers of Joint Health and Safety Committees and representatives, and the right to refuse unsafe work subject to the exceptions provided in the Occupational Health and Safety Act.

03.11 HAZARDS

If emergency action is required to control or eliminate a hazard that is dangerous to the safety or health of workers, only those persons competent in correcting the condition will be asked to control or eliminate the hazard.

03.12 RE-IMBURSEMENT FOR DAMAGES

a) Damage to Personal Property

Should an employee's personal property worn or carried by the employee (such as clothing, eyeglasses and watches) be damaged or destroyed as a result of the employee providing direct service to clients in the normal course of their duties, the employee will advise a Team Supervisor within two (2) working days of the incident.

In order to receive compensation, the employee must be able to establish some proof that the damage was done by a client and consider, where appropriate, filing a formal police report. Upon production of receipts, the Society shall provide reasonable replacement/ repair costs of the personal property.

b) Communicable Conditions

In the event that an employee is able to establish proof that they have contracted a communicable condition while the employee is providing direct service to clients in the normal course of their duties, the employee will advise a Team Supervisor within two (2) working days of becoming aware of the condition. Such communicable conditions may include but not be limited to lice, scabies, pink eye, bed bugs or ring worm.

Upon production of receipts, the Society shall reimburse the employee for all reasonable expenses for such communicable conditions that require treatment, eradication or medications for themselves and/or their immediate family in the event that they are not covered by the Employee Benefits Plan.

03.13 ERGONOMICS

The Society and the Union agree to support initiatives that promote awareness and education about ergonomically sound practices in the workplace. The Society agrees to provide and maintain workstations for all employees that meet ergonomic standards such as, but not limited to, the layout and condition of the workstations, the characteristics of objects or equipment handled and the physical demands of the work and will seek expert consultation as required.

SECTION 3: WORKER SAFETY - VIOLENCE IN THE WORKPLACE AND COMMUNITY

03.14 WORKPLACE VIOLENCE

The Society shall implement appropriate remedies and initiate preventative measures in order to identify, reduce and eliminate safety issues and health hazards in the workplace.

Workplace violence includes:

- the application of force, threats with or without weapons, verbal abuse and psychological harassment (bullying); or
- a course of vexatious comment or conduct based on one or more of the prohibited grounds defined in the Ontario Human Rights Code, as amended from time to time, that is known to be or ought reasonably to be known to be unwelcome; or
- incidents of domestic violence related to employees which may enter the workplace, including stalking.

Workplace includes:

- any organization, location such as client residence, office, vehicle or place where Society work is being conducted; or
- any means of communication including, but not limited to, telephone, voice mail, email, texting and social media.

Notwithstanding the above, in order that employees can properly ascertain whether or not a potentially violent situation exists, "violence" shall be defined as outlined under the Occupational Health and Safety Act, as amended from time to time.

03.15 TRAINING

The Society shall provide mandatory training to all employees in procedures for handling potentially violent situations. Training shall be facilitated by qualified instructors and include, but not be limited, to:

- causes of violence;
- factors that precipitate violence;
- recognition of warning signs;
- prevention of escalation;
- controlling and defusing aggressive situations;
- procedures, policies and work environment arrangements that have been developed to minimize or effectively control the potential of violence to workers;
- appropriate responses to incidents of violence, including how to obtain assistance;
- procedures for reporting, investigating and documenting incidents of violence.

03.16 WORKPLACE VIOLENCE PREVENTION POLICIES

The Society shall ensure that policies and procedures are established and maintained with regards to potential and actual workplace violence and communicated annually to all employees. Such policies and procedures shall include, but not be limited, to:

- measures and procedures to minimize or eliminate risks of violence including but, not limited to, safety alerts and safety plans;
- procedures to be followed by the Society to inform workers of the nature and extent of risk from violence, including, any information in the Society's possession related to the risk of violence from persons who have a history of violent behaviour and whom workers are likely to encounter in the course of their work;
- reporting procedures to be followed by the worker who has been exposed to a

- violent incident;
- reporting procedures for the Society to follow to document and investigate cases where violence and assaults against employees have occurred;
- recommending a worker consult their physician when they have been exposed to a violent incident; and,
- provision for the Corporate Joint Health and Safety Committee to annually review the effectiveness of the policy and to make recommendations for change.

03.17 DUTY TO INFORM

- a) The Society must inform workers who may be exposed to the potential of violence and of the nature and extent of the risk. Workers also have a responsibility to inform a Team Supervisor as soon as is practicable about any threats or incidents of violence;
- b) The duty to inform workers includes a duty to provide information related to the potential of violence from persons who have a history of violent behaviour and whom workers are likely to encounter in the course of their work.

03.18 WORKER SAFETY RISKS

- a) Where a Supervisor or worker becomes aware that providing service to a client poses a safety risk that may expose the worker to physical injury, a Supervisor and worker will discuss the safety risk and develop a worker safety plan in accordance with this Article.

Safety risks to the worker may include clients with:

- evidence of previous violent behavior;
 - a criminal record (in the past five (5) years) for violent offences;
 - a history of making threats.
- b) The Society agrees to take every reasonable precaution necessary to protect staff from violent incidents including, but not limited to, the removal or secure maintenance of potentially dangerous objects in Society premises.

03.19 INCIDENTS OF VIOLENCE

Acts of violence towards employees by a client or any member of the public are unacceptable. Clients who resort to such behaviours compromise the worker's ability to provide service.

The Society has an expectation that employees will be prepared to acknowledge clients' concerns and responses and to take proactive steps accordingly to engage clients and to de-escalate the situation where possible. However, violence, personal intimidation or threats of violence will not be tolerated and will result in corrective measures to protect employees which may include, but not be limited to, changes in service provision and the consideration of criminal charges.

Notwithstanding Article 3.09, in the event that an employee is assaulted, threatened, harassed or subjected to verbal abuse in the direct performance of their duties:

- i) The employee shall immediately report the incident to a Team Supervisor or designee, and Union Representative or designee. The employee and the Team Supervisor will complete the Worker Incident Report which will be distributed to the Union Health and Safety Designate and the Human Resource Services Health and Safety Designate.
- ii) The employee and a Team Supervisor or designee and Union Representative or designee shall meet forthwith and review the incident and report in detail.

- iii) In the event that an act of workplace violence as defined above occurs, the following shall be considered (but not be limited to) by a Team Supervisor and employee in consultation with the Service Manager:
- Develop and communicate a worker safety plan for the service team;
 - Transfer of the file or the worker with full disclosure of any safety concerns or any safety plan that has been in place;
 - Assessment of the need for additional staff support such as co-teaming;
 - Temporary re-assignment of current workload to someone not involved in the incident; the Society shall make the replacement worker aware of the potential for violence or hazards that have been identified;
 - Referral of the incident to Peer Support; time spent in Peer Support will be considered time worked;
 - Accompaniment to the hospital and/or employee's home;
 - Additional paid training as deemed appropriate.

Thereafter, the Society, in consultation with the employee and the Union, shall determine the appropriate course of action and support necessary. It is also understood that this provision does not impede an employee from exercising their rights under the Occupational Health and Safety Act provisions, as amended from time to time, concerning the right to refuse unsafe work.

03.20 CO-TEAMING AND ADDITIONAL STAFF SUPPORTS

Co-teaming shall be mandatory and arranged in advance in the following circumstances:

- during an apprehension;
- where an apprehension is a known potential outcome of contact with a family;
- during a visit with a family where the employee of the Society reasonably believes that there is concern regarding a violent history towards workers and/or children;
- when a worker safety risk has been identified pursuant to Article 3.18.

Worker safety plans may involve co-teaming with another staff member following supervisory consultation and approval. When the plan involves co-teaming, a Team Supervisor will identify and direct another person to co-team with the employee.

Additional staff support may be assigned by a Team Supervisor, in consultation with their management team as support to the worker in specific situations where the Society has determined that providing service to a client poses a safety risk that may expose the worker to violence.

03.21 TRANSPORTATION

Transportation to the nearest physician or hospital for Employees requiring care by a physician or hospital, as a result of a workplace incident, shall be at the expense of the Society.

03.22 CRIMINAL CHARGES

In a situation where an employee is threatened, stalked or assaulted in the course of their duties, they shall have the right to lay a charge. Any time necessary in preparing for or attending court, or any time needed in connection with the laying of the charge(s) or as a result of the laying of the charge(s) shall be deemed time worked and paid and treated as such.

03.23 INJURY RELATED LEAVES AND SUPPORTS

- i) An employee who is injured or traumatized during working hours and is required to leave for treatment or is sent home for such incident, shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave.
- ii) Where the worker has been provided with time off as outlined above, the worker may be granted time off for further periods of leave with pay, where the leave would not be covered by WSIB. This leave will not be unreasonably denied.
- iii) The Society, in consultation with the Union, will arrange for crisis counselling through its Employee Assistance Plan Provider for individuals who have been exposed to violence or aggression in the workplace (including secondary trauma and vicarious trauma).

03.24 EMPLOYEE ASSISTANCE PLAN

The Society shall maintain an Employee Assistance Plan for employees that include the following range of services:

- trauma/crisis counselling (group and individual);
- personal counselling (family, relationship and career);
- substance abuse;
- stress counselling;
- financial planning;
- legal counselling;
- pre-retirement counselling;
- elder care and childcare information/referral services.

03.25 PEER SUPPORT TEAM

The Society shall maintain a Peer Support Team to act as a voluntary service that offers sensitive response to work-related critical incidents experienced by all staff. The Peer Support Team shall debrief, educate and provide skilled support to individuals and groups to reduce the stress and impact of child welfare work and to promote a culture that builds resiliency. The Peer Support Team will also provide post-incident support to employees through critical incident stress debriefing.



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

04: RELATIONSHIP

- 04.01 All employees covered by this Agreement shall become and remain members in good standing of CUPE Local 2190 upon commencement of their employment with the Society.
- 04.02 The Society agrees to deduct union dues, initiation fees, fines and/or special levies prescribed by the Local from any or all employees in the bargaining unit from each bi-weekly pay, and to remit these to the Secretary Treasurer of the National Union monthly (or, with notice from the Local, shall remit the monies directly to the Local no later than two (2) full pay periods following the said notice from the Local). This remittance shall be accompanied by a list of those employees in the bargaining unit from whose wage's deductions have been made. The list shall indicate Branch or Service. The remittance shall be provided no later than three (3) weeks from the date the monies were deducted. The employer also agrees to forward this list to the Treasurer of the Local.
- 04.03 The Local agrees to indemnify and save the Society harmless in respect of all suits, actions, or causes of action, which may arise in respect of the deduction of dues, fines and/or special levies provided herein.
- 04.04 The Society agrees to acquaint new employees with the fact that a Collective Agreement is in effect at the time of hiring, and to provide each new employee with a copy of the Agreement in force at that time. Three-quarters (3/4) of the cost of producing copies of the Agreement will be paid by the Society, one-quarter (1/4) of the cost will be paid by the Local.
- The design and style of the Collective Agreement shall be mutually agreed upon. Where the design and style are not agreed upon the Union reserves the right to pay any additional costs in order to attain the desired Collective Agreement. The Society and the Local will endeavor to have the agreed upon Collective Agreement printed for distribution as soon as possible after ratification.
- 04.05 a)
- i) The Society agrees to notify the Local in writing of all new employees covered by this Agreement with their name, address, home telephone number, classification and starting salary, who commence employment with the Society, and to notify the Local in writing of all employees who leave the bargaining unit within ten (10) working days of the termination date. The Society agrees to forthwith forward to the union notice of change of address and/or home telephone number of each bargaining unit employee when received in writing.
- ii) The Society agrees to notify the Local in writing regarding employees covered in this Agreement when they give written notification of their intention to retire from the Society, which includes names, address and contact phone number. Failure to do so will not be the subject matter of a grievance. The Society agrees to provide the employees with a form from CUPE Local 2190 as part of the retirement documentation that instructs how to voluntarily forward updated contact information to the Local.

iii) In addition, the Employer will provide the Union no later than January 31 of each year, a CCAS Bargaining Unit employee list which includes the name, address and contact phone numbers of all bargaining unit employees.

b) Part-time employees shall be advised of their current designation (such as .5, .6 or .8) in a letter with a copy to the Local.

04.06 The Society agrees that the Local may conduct up to four (4) information meetings per year for new bargaining unit members. Such meetings may be held during Society normal office hours in Society offices with the permission of the Director of Human Resource Services. New bargaining unit members will be granted up to one and one half (1½) hours of Society time to attend such meetings and will be informed of this right at commencement. Attendance requires permission of the new bargaining unit member's Team Supervisor and may not generate compensatory time. Any expenses incurred at such meetings shall be the responsibility of the Local.

04.07 The Society agrees that the total amount deducted each year for Local dues and levies shall be recorded on the T4 slip issued annually to each bargaining unit member.

04.08 The Society agrees that materials about the role of the Union will be provided to students participating in the annual "Take Our Kids to Work Day" event.



Catholic Children's Aid Society of Toronto

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05: MANAGEMENT RIGHTS

- 05.01 The Local recognizes and acknowledges that the management of the Society's operations and direction of the employees are fixed exclusively in the Society and, without restricting the generality of the foregoing, the Local acknowledges that it is the exclusive function of the Society to:
- a) maintain order and efficiency;
 - b) hire, promote, demote, classify, transfer, suspend, and retire employees, and to discipline or discharge any employee provided that a claim by an employee who has acquired seniority that they have been discharged, demoted, or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that when new rules are enacted, a copy shall be given to the Executive Committee of the Local and an opportunity given to them to make representation;
 - d) determine the nature and kind of business conducted by the Society, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof;
 - e) determine and exercise all other functions and prerogatives which shall remain solely with the Society except as specifically limited by the expressed provisions of this Agreement and any express obligations and requirements to re-instate, re-employ and/or accommodate any employee pursuant to the Human Rights Code and any other employment-related statutes.



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06: LOCAL REPRESENTATION

- 06.01 The Society agrees to recognize the employees as CUPE, Local 2190, hereinafter called the "Local". All references to the Local, its officers and members, unless otherwise specified shall also refer to the Local, its officers and members.
- 06.02 The Society acknowledges the right of the Local to elect or otherwise select **Stewards**, an Executive Committee, and a Negotiating Committee.
- 06.03 The Society agrees to recognize the following representatives of the Local.
- a) An Executive Committee composed of the Local President, Vice-President, 2nd Vice-President, Treasurer, Recording Secretary, Correspondence Secretary, Health and Safety Representative and Educational Coordinator or their designates whose duties shall be to handle Local business and act as liaison between the Local and the Society on any matters of concern to the parties, save and except grievances which may arise at the Local level. Upon receipt of written request from Local 2190, the Society will review amended titles for acknowledgement.
 - b) **In addition to the Grievor, an ad hoc** Grievance committee composed of one (1) person in addition to the Grievor, the Steward and the Local President or their designate, may be present at a grievance hearing.
 - c) A Negotiating Committee composed of the Local President and four (4) other employees from the bargaining unit and a representative of the Local's choice. Recognizing the Society's obligation to ensure service needs are met, the Union will endeavour to recruit members for the Negotiating Committee from different areas of service.
 - d) **Up to five (5) Stewards**
- 06.04 The Local President shall have at least completed the probationary period and shall also be a member of the Negotiating **Committee**. All Committee Members shall have completed their probationary period.
- 06.05 For purposes of this article, the name and position of each of the Committee Members, as selected, from time to time, shall be given to the Society in writing and the Society shall not be required to recognize any such Committee Members until it has been notified.
- 06.06 The Society will instruct all members of its supervisory staff to cooperate with the Committee Members in the carrying out of the terms and requirements of this agreement.

06.07

- 1) Committee Members may leave their work without loss of basic pay to attend to Local business and this is granted on the following conditions:
 - a) Such business must be between the Local and the Society;
 - b) The time shall be devoted to the prompt handling of necessary Local business;
 - c) The Committee Members concerned shall obtain the permission of the Supervisor, in consultation with a designated Human Resource Consultant before leaving their work. Such permission shall be in writing and shall not be unreasonably withheld;
 - d) The Society reserves the right to limit such time if it deems the time so taken to be excessive;
 - e) The Local and the employees will not engage in Local activities during working hours. The foregoing shall not apply to the processing of a grievance. **Stewards** shall be allowed reasonable time without loss of pay during working hours to investigate grievances, provided approval is obtained as outlined in this Agreement. Save as specifically permitted by this section, the employees will be allowed to hold meetings on the Society's premises, provided such meetings are outside working hours and permission for such meetings is first obtained from the Executive Director or designate. The Executive Director or designate reserves the right to limit the use of said premises.
- 2) For the purpose of this Article only time spent attending to such union business shall be deemed to be time worked.

06.08 AD HOC GRIEVANCE COMMITTEE

Stewards shall be able to leave their work without loss of basic pay to attend to Local business and this shall apply to **grievance and** arbitration proceedings. **Where there is an ad hoc grievance committee, it is understood that no more than one (1) person in addition to the Grievor, the Steward and the Local President or their designate, may be present at a grievance hearing.**

06.09 NEGOTIATING COMMITTEE

The Society will provide during the duration of this Collective Agreement five (5) paid working days to each member of the Negotiating Committee for the purpose of preparing proposals for Collective Bargaining. Pay shall be at regular hourly rates, for a regular work day.

06.10 DISCHARGE OR SUSPENSION

In cases of discharge, suspension or administrative leave involving a leave with or without pay, the employee will be made aware of the reasons for such action and the action will be confirmed in writing to the employee. The discussion will be between the employee and his/her Supervisor or Manager. The employee shall have the right to Union representation of their choice at any such or subsequent meeting.

At any such time that the Society confirms its actions discharging or placing an employee on administrative leave without pay or converts leave with pay to leave without pay or termination, a member of the Local Executive or a **Steward** shall be in attendance at the meeting. The Local shall have the right to the presence of a CUPE National Representative at the meetings.

06.11 LETTERS OF DISCIPLINE

Copies of any letters of discipline issued to members of the bargaining unit and copied to the Employee File shall be given to the Union concurrently.

Notwithstanding time limits in Article 9, all time limits for the grievance procedure shall commence upon receipt by the Union.

06.12 UNION BULLETIN BOARDS

The Society shall provide designated Union space on **MS Teams or equivalent, and on a bulletin board located at 2206 Eglinton Avenue East, CYAC and 2950 Keele Street** or any other CAS Sub-Office for the use of the Local. The Union agrees to purchase and install bulletin boards at the CAS Sub- Office (no larger than 3' by 2') for the use of the Union.

The parties agree that upon notification from the Director of HR, the Union shall remove materials from the bulletin boards and a discussion take place immediately between the parties. If there is no agreement between the parties on the reposting of the materials the materials shall not be reposted.

06.13 INTER-OFFICE COMMUNICATIONS

The Local shall be permitted to use the Society's inter-office communications systems, including voice mail and electronic mail for the purposes of transmitting correspondence relating to Local business between duly elected or appointed officers or Committee members.

With prior written consent from the Director of Human Resource Services, the Local President or designate may use the Society's inter-office communications systems, including voice mail and electronic mail for the purposes of transmitting correspondence to bargaining unit members.



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07: MANAGEMENT / UNION MEETINGS

The Society and the Union are committed to ensuring effective and ongoing communication. The parties agree to the following Meeting and Reporting Processes:

07.01 MEETING PROCESS

Management/Union Meetings

Both parties agree to meet regularly to discuss matters of mutual interest and concern. These meetings may be held as often as required. There shall be no less than six (6) meetings per year. The Local shall be represented by the Executive Committee of the Local and the Society by up to and/or including an equal number of representatives. Either party may request the calling of such meetings. The party requesting the meeting shall supply the agenda to the other party. The party receiving the request shall set the place, time, and duration of the meeting and advise the other party. The meetings shall be scheduled not more than seven (7) working days of receipt of the request. The Society agrees to facilitate Union Committee members to attend these meetings.

It is agreed that the following items will be discussed throughout the life of this agreement:

1. Workload

The Society recognizes the need for an equitable distribution of work among staff complement. Issues relating to workload distribution will be discussed at regularly scheduled meetings.

2. Employee Assistance Program

To monitor the services provided by the authorized agent.

3. Employment Equity

To monitor the implementation of both the Equity and Employment Equity policies.

4. Job Share

To monitor the numbers of and approved job share arrangements per team and report to the Local annually.

5. Financial Information

- To review and report on the Society's total financial status,
- To obtain input for purposes of Financial planning, and
- To make recommendations to the Senior Leadership Team for decision making.

6. Property

7. Job Security

Issues related to Article 39.01.

8. To monitor the implementation of French language initiatives and policies as per legislative requirements including recruitment of staff in French language designated positions to provide services in French.

07.02 REPORTING PROCESS

1. CONCURRENT REPORTING

- Notification of New Employees - (See Article 4.05 a i))

The Society agrees to notify the Local in writing of the following:

- all new employees covered by this Agreement with their name, address, home telephone number, classification and starting salary, who commence employment with the Society
- all employees who leave the bargaining unit within ten (10) working days of the termination date
- notice of change of address and/or home telephone number of each bargaining unit employee when received in writing.

- Notification of Employee's Intention to Retire

The Society agrees to notify the Local in writing regarding employees covered in this Agreement when they give written notification of their intention to retire from the Society. Failure to do so will not be the subject matter of a grievance.

- Letters of Discipline (See Article 6.11)

Copies of any letters of discipline issued to members of the bargaining unit and copied to the Employee File shall be given to the Union concurrently.

Notwithstanding time limits in Article 9, all time limits for the grievance procedure shall commence upon receipt by the Union.

- Notification of Length of Temporary Assignments (See Article 14.06(c))

When the Society decides to fill a position with a temporary employee the Society shall notify the Union in writing of the expected length of the temporary employment.

- Postings of Vacant Positions (See Article 15.03)

A copy of Bargaining Unit postings pursuant to Article 15.03 shall be forwarded to the Union concurrently. Failure to do so shall not be subject to a grievance.

- Notification of Bargaining Unit Staff on WSIB

The Society shall provide the Union with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the Workplace Safety Insurance Board.

2. MONTHLY REPORTING

- Notification of Bargaining Unit Staff on LTD

The Society shall notify the Union of the names and summary of details of all bargaining unit employees who are on LTD by the 15th of each month.

- The Society agrees to forward to the Treasurer of Local 2190, the list of employees in the Bargaining Unit, where union dues, fines, and/or special levies prescribed by the Local were remitted to the National Union from their bi-weekly pay at the beginning of the month for the previous month.

- Case Assignment Statistics (See Article 27.09)

3. SEMI-ANNUAL

- Ergonomic Worksite Inspections (See Article 3.13)

Reports of the worksite inspections specifically relating to ergonomics will be provided to the Corporate Joint Health and Safety Committee for the purpose of analyzing the issues raised, if any, and to bring forward recommendations.

- Seniority Roster (See Article 14.02)

Seniority lists will be revised each six (6) calendar months (January 1st and July 1st). A copy of the list will be e-mailed to each employee, posted in each service location and a copy given to the Local.

4. DURING THE LIFE OF THE COLLECTIVE AGREEMENT

- Health Benefits (See Article 34.02(a))

The Society agrees to provide the Employee Benefit Handbook provided by the Insurance Carrier

- Insurance Policy (See Article 26.07)

The Society further agrees to provide the Local with a bona fide copy of the insurance policy outlined in the Letter of Intent - Liability Protection which is in effect.

5. CRITICAL INCIDENTS

The Society agrees to notify the Union of a Critical Incident as soon as practicable, including but not limited to the following examples:

- the abduction of a child during an access visit;
- the death of a child or youth receiving service, or who has been a service recipient within the past year;
- **death of a caregiver who is receiving service;**
- a threat or deliberate act of violence;
- a fire, flood, power shortage, office closure or other similar events disruptive to office functioning;
- civil disturbances (protest, sit-ins, etc.);
- death of staff member;
- media coverage of a current or past CCAS case;
- announcement of an inquest directly impacting on CCAS;
- lawsuits involving bargaining unit staff that have been named.



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08: NO STRIKES/ NO LOCKOUTS

- 08.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Local agrees that during the life of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial or work to rule, and the Society agrees that there will be no lockout.
- 08.02 The Local recognizes the right of the Society to discharge or otherwise discipline employees taking part in such a strike. The Society does not intend to indiscriminately administer such discipline in light of the facts as they appear at the time. All facts will be thoroughly investigated. In the event the discharge or discipline was inappropriate, it shall be treated as a grievance under Article 9 of this agreement.
- 08.03 The Local agrees that any involvement of its members in any dispute between any other employer and employees of such employer, would be undertaken in the name of CUPE and not as employees of the Catholic Children's Aid Society of Toronto.



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09: GRIEVANCE PROCEDURE

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

09.02 It is the mutual desire of the parties that all complaints and grievances will be addressed as quickly as possible. It is understood that any employee may present an oral complaint to their Supervisor citing Article 9.02 within fifteen (15) working days of the time the employee ought reasonably to have known of the occurrence of the event or events which gave rise to the complaint. It is understood that any employee shall first discuss any alleged complaint or grievance with their immediate Supervisor before filing a grievance at Step #1. The Supervisor shall have five (5) working days to meet with the employee to discuss and respond to the issue. If upon completion of said discussion, the matter is not resolved, it may be grieved and disposed of in the following manner.

For purposes of Article 9, "their Team Supervisor, Manager" shall mean the Coordinator if not in the Bargaining Unit, Team Supervisor, or Manager where the issue giving rise to the grievance arose.

STEP #1

The Union on behalf of the employee may submit a written grievance to their Manager either in person or via e-mail or registered letter with a copy to the **Steward** and Human Resource Services. It is agreed and understood that the purpose of the copy forwarded to the **Steward** and to Human Resource Services is for their records and omission will not hinder the grievance process. The **Steward** shall ensure that a signed hard copy is filed with Human Resource Services.

Such grievance must be submitted within seven (7) working days from the date that the Supervisor responds or should have responded to the verbal complaint. The Manager shall convene a meeting of the Supervisor and grievor to consider the grievance within three (3) working days of the filing of the grievance at Step #1. The grievor shall be represented by the **Steward** and the grievor shall be present. The Manager shall have five (5) working days from the date of such meeting to render a decision which shall be confirmed in writing.

STEP #2

Failing settlement of the grievance at Step #1 or failure of the Manager to submit their reply within the prescribed period, the employee shall present their grievance in writing to the Director of Human Resource Services of the Society within ten (10) working days from when

the reply is received or should have been received at Step #1. The Director of Human Resource Services shall convene a meeting of the parties to consider the grievance within ten (10) working days of the filing of the grievance at Step #2.

The grievor shall be represented by **the Steward** and the grievor shall be present. Either party may have outside representation up to two (2) persons provided notice of such representation is given in advance to the other party. The Director of Human Resource Services shall have five (5) working days from the date of such meeting to render a decision which shall be confirmed in writing.

09.03 All time limits, terms and conditions of the grievance procedure as outlined in Article 9.02 above, including contents of the preamble, Step #1 and Step #2, shall apply to regular part-time employees, casual part-time employees, After Hours Workers and Child and Youth Workers in the Society Operated Group Home, except as expressly modified in this article as follows:

- (a) In Step #1, the grievor shall have seven (7) working days within which to submit a grievance.
- (b) In Step #2, the grievor shall have ten (10) working days within which to submit a grievance.
- (c) The Society shall make a reasonable attempt to convene meetings of the parties as specified in Step #1 and Step #2 of the grievance procedure in Article 9.02 above at a mutually agreeable day and time taking into consideration when the grievor is scheduled to be at work. The Society is still required to convene said meetings within the time limits specified in Article 9.02 above.
- (d) Where a meeting is scheduled outside of the employee's regular work hours, the time shall be considered time worked.
- (e) When the grievor is a part-time employee, answers and decisions rendered by the Society at Step #1 and Step #2 of the grievance procedure as outlined in Article 9.02 shall be rendered by Registered Mail to the grievor's home address within the time limits specified in Article 9.02 above.

09.04 Further to Article 9.02, where two (2) or more employees have an identical grievance with respect to an identical issue raising no other issues, a group grievance may be initiated at Step #2. Such a grievance shall then be processed within the framework of the grievance procedure.

09.05 It is agreed that the griever shall suffer no loss of pay while attending meetings at any step of the grievance procedure, up to and including arbitration except in cases of discharge.

09.06 The parties agree that in order to prevent an alleged victim of harassment as defined in Article 3 - Safe, Healthy & Respectful Workplace, from having to present an oral complaint or grievance to the alleged perpetrator, a grievance may be filed at the next step in the grievance procedure.

09.07

At any stage in the grievance process, by mutual consent of the parties, a grievance or dispute may be referred to mediation. In the event that there is no mutual agreement, the grievance shall proceed in accordance with Article 9.02. In the event both parties request a grievance mediator, a referral to arbitration shall be delayed until the last day of grievance mediation, at which point the timeline in Article 11.01 regarding the referral of the grievance to arbitration shall be deemed to commence.

Within ten (10) working days of agreement to mediate, each party shall provide the names of at least two (2) qualified mediators. Within a further five (5) working days, the parties shall agree upon a mediator, who shall then convene the parties for formal mediation of the grievance, governed by a mandate to settle the grievance.

In no event will the grievance mediation meeting be held later than sixty (60) working days from the date on which the grievance mediator accepts the appointment, unless mutually agreed upon in writing between the parties.

The parties shall equally share the cost of the mediator and any other associated costs of the mediation.



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10: POLICY GRIEVANCES

- 10.01 The Local shall have the right to process policy grievances. A policy grievance is defined as an allegation of a general misinterpretation or a violation by the Society of this Agreement and will be initiated, in writing, at Step #2 of the grievance procedure, provided that it is presented within twenty-five (25) working days of the time the Union knew of the occurrence of the event or events which gave rise to the grievance.
- 10.02 The parties may, by mutual agreement, consolidate individual grievances affecting a particular issue provided the grievances are on the same issue.
- 10.03 All policy grievances shall be initiated in writing at the Step #2 level of the grievance procedure as outlined in Article 9.02. By mutual consent of the parties, a policy grievance may be referred to mediation following the procedures outlined in Article 9.07.



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11: ARBITRATION

- 11.01 Both parties to this Agreement agree that any dispute or grievance which has been properly carried through all the steps of the grievance procedure outlined in Article 9, and which has not been settled, will, at the written request of either of the parties, be referred to a board of arbitration. Such reference shall be made within twenty (20) working days of the receipt of the final reply in Step #2 of the grievance procedure and shall include the name of the nominee of the party making the request.
- 11.02 The board of arbitration will be composed of one (1) person appointed by the Society, one (1) person appointed by the Union, and one (1) person to act as chairperson chosen by the other two (2) members of the board.
- 11.03 Within ten (10) working days of the request of either party for a board, the other party shall notify the party requesting Arbitration, in writing, of the name of its Nominee. Should the other party fail to so notify within the time limits prescribed, the party giving notice of intent to process the grievance to arbitration may apply to the Minister of Labour within ten (10) working days requesting appointments of a nominee.
- 11.04 Should the person chosen by the Society to act on the board and the person chosen by the Local to act on the board fail to agree to a third person within ten (10) working days of the notification mentioned in 11.03 above, within five (5) working days thereof, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as chairperson. Such request shall be made by the party wishing to further process the grievance.
- 11.05 For purposes of this Agreement, the decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs.
- 11.06 The board of arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions or any existing provisions, or give decisions inconsistent with the terms and provisions of this Agreement. The board of arbitration shall hear and determine the differences or allegation and shall issue a decision and the decision shall be final and binding upon the parties hereto and upon any employee affected by it.
- 11.07 Each of the parties to this Agreement will pay the expenses of the nominee appointed by it, and the parties will jointly pay the expenses, if any, of the chairperson.

11.08 Except by mutual agreement, no person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that board of arbitration.

11.09 By mutual written agreement of the parties, a Sole Arbitrator may be substituted for a board of arbitration. The powers and jurisdiction of the Sole Arbitrator shall be the same as those of a Board of Arbitration pursuant to the provisions of this Article 11.

Within ten (10) working days of the request of either party for arbitration, the party requesting arbitration shall provide the other party with the names of at least two (2) qualified arbitrators. Within a further ten (10) working days, the other party shall notify in writing the party requesting arbitration of its acceptance of one of the nominated arbitrators, or provide the names of at least two (2) qualified arbitrators. Should the other party fail to do either within the time limits prescribed, or should the parties fail to agree upon an arbitrator, application may be made to the Minister of Labour within ten (10) working days requesting appointment of an arbitrator. The parties shall equally share the cost of the Sole Arbitrator.



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12: DISCHARGE OR SUSPENSION CASES

12.01 A claim by an employee who has completed the probationary period that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Human Resources at Step #2 of the grievance procedure as outlined in Article 9.02 within fifteen (15) working days after the employee ceases working for the Society and for the purposes of this Article, Step #1 as outlined in Article 9.02 shall be waived. Such grievances may be settled by mutual agreement at any time including after the release of the arbitration award by:

- (a) confirming the Society's action in discharging or suspending the employee;
or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties.



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13: TIME LIMITS

- 13.01 All time limits shall be deemed to be mandatory but may be extended by mutual agreement of the parties in writing. If at any step in the grievance or arbitration procedure the grievance has not been processed by the grievor or their agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Society within the prescribed time limits, the grievance may be advanced to the next step by the Union within the time limits as prescribed.
- 13.02 For the purposes of Articles 9, 10, 11 and 12, all time limits therein shall be deemed to be exclusive of Saturdays, Sundays and Paid Holidays.



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14: SENIORITY

- 14.01 (i) Seniority as referred to in this Agreement, shall accrue during the employ of the Society, and shall be on a Bargaining Unit wide basis. For purposes of this Agreement, seniority shall be deemed to accrue in the following circumstances only:
- a) when absent from work due to lay-off, in which case, seniority will continue to accumulate for a period of time equal to twenty-four (24) months;
 - b) when absent from work due to illness, accident, disability, Workplace Safety and Insurance Leave, and while on modified work or accommodation;
 - c) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first four (4) months of such leave;
 - d) when absent on paid vacation or holidays;
 - e) when actually performing work of the Bargaining Unit for the Society;
 - f) while on Union leave;
 - g) while on compensatory time;
 - h) while on paid leave;
 - i) paid or unpaid pregnancy or parental leave;
 - j) while on educational leave up to twenty-four (24) months.
- 14.01 (ii) Seniority for regular part-time and casual part-time employees as defined in Article 2.05 and 2.06 shall accumulate on a pro-rated basis in relation to full-time hours.
- 14.01 (iii) Seniority for After Hours Workers as defined in Article 2.07 shall accumulate on an equivalent to full-time basis. It is recognized that "equivalent to full-time basis" is for seniority purposes only.
- 14.01 (iv) Seniority shall be reinstated to an employee who once had Bargaining Unit status and who has had continuous employment with the Society under the following circumstances:
- a) Such employee may apply for a Bargaining Unit position through the job posting procedure identified in Article 15 of the Collective Agreement, it being agreed and understood that such employees will be treated as being external to the Bargaining Unit;
 - b) For an employee who moved to a position out of the Bargaining Unit up to and including eighteen (18) months, he/she will be returned to the Bargaining Unit with the full seniority that had been accrued prior to leaving the Bargaining Unit;
 - c) For an employee who moved to a position out of the Bargaining Unit for more than eighteen (18) months, they will be returned to the Bargaining Unit without any seniority, as all seniority previously accrued will be lost;
 - d) An employee will not be transferred to positions outside of the Bargaining Unit without their consent;
 - e) It is understood that an employee who is placed on a secondment outside of the Society will not accumulate seniority while employed in such a position. Seniority will be re-instated upon the employee's return to the Bargaining Unit as per Article 39.03.

14.01 (v) An employee who has returned to work from a paid sick leave, an accident or Workplace Safety and Insurance Leave shall be credited with seniority for the period of their absence from the workplace.

14.02 Seniority lists will be revised each six (6) calendar months (January 1st and July 1st). A copy of the list will be e-mailed to each employee, posted on the Society's intranet, posted on the Union bulletin board located at 2206 Eglinton Avenue East **and 2950 Keele Street** and a copy will be provided to the Local. Seniority lists will be posted no later than one (1) month after the aforementioned dates (i.e. January 31st and July 31st respectively). It is also agreed and understood that each list shall remain posted for a period of twelve (12) months. An employee has the right to challenge their position on the seniority list at any time. It is understood that the onus is on the employee to provide evidence to support their claim.

As between two or more employees who have the same seniority, the employee who has the earliest start date shall be the senior employee. If the said employees have the same start date, the employee whose job application (covering letter/resume) in the Employee File has the earliest date/time received by the Society will be the senior employee. In the event there is still a tie, a lottery will decide the seniority ranking. The lottery shall be supervised by the Employer and the President of the Local.

14.03 Notwithstanding Articles 14.01, seniority shall terminate and an employee shall cease to be employed by the Society when they:

- a) voluntarily terminate their employment with the Society and do not rescind the resignation in writing to their immediate Supervisor by 4:30 p.m. of the first (1st) business day to within three (3) days after the resignation was submitted;
- b) are discharged and not reinstated through the grievance procedure or arbitration;
- c) are off the payroll due to layoff for a continuous period of twenty-four (24) months and one (1) day;
- d) fail to return to work upon the termination of an authorized leave of absence within three (3) days of the date on which the Society had scheduled the employee to be back at work, unless a reason acceptable to the Society is given;
- e) accept gainful employment while on a leave of absence, save and except for leaves of absence approved under Articles 22.02 a), 22.07 and 21.01, without first obtaining the consent of the Society to be confirmed in writing. Consent is not to be unreasonably withheld;
- f) are absent without leave for four (4) consecutive days on which they are scheduled to work, during which time, they have not contacted the Society directly when they have had an opportunity to do so. Proof of the matter is the responsibility of the employee;
- g) fail to report for work within five (5) working days after receipt of registered letter from the Society following a lay-off, unless absent for a reason satisfactory to the Society.

14.04 For purposes of this Agreement, service shall be deemed to accrue in the following circumstances only:

1. while actually at work for the Society;
2. while on vacation;
3. while on a paid holiday;
4. while on a paid leave of absence;
5. while on a paid short-term sick leave, Workplace Safety and Insurance leave;
6. while on statutory leave pursuant to relevant legislation, i.e. pregnancy or parental leave;
7. while on modified work or accommodation;
8. while on Union leave (as per Article 22.03).

14.05 PROBATION

An employee will be considered on probation for a period of six (6) calendar months if they are authorized, or an employee in the Administrative and Maintenance category and nine (9) months for an unauthorized worker. It is further understood and agreed that the Society shall not be precluded from releasing or terminating a probationary employee at any time during the probationary period including prior to the three (3) month review it being agreed and understood that no probationary employee will be released in a discriminatory manner.

If no written notice is received from the Society by the date of the expiration of the probation period, it shall be assumed that the employee has completed their probation period and acquired seniority. An employee will have no seniority rights during the probationary period. After completion of the probationary period, their seniority shall date back to the day on which their employment began. The dismissal and/or lay-off of a probationary employee shall not be the subject of a grievance. The employee shall not serve more than one probationary period provided that there is no break in employment.

In the event of a continuous absence in excess of ten (10) working days or more, the probationary period would be placed on hiatus by the same number of working days as the leave.

14.06 (a) A temporary employee who is subsequently hired to that position as a permanent employee shall be credited for the period of their temporary employment up to a maximum of three (3) months towards their probationary period as a permanent employee provided that:

1. there is no interruption in active service in moving from the temporary position to the permanent position;
2. upon completion of said probationary period, such employee shall be credited with seniority from last date of hire.

(b) A temporary employee or a contract person who is subsequently hired to a position other than that which they occupied during the period of the temporary/contract employment shall be credited with service for the period of their temporary or contract employment provided that:

1. there is no interruption in active service in moving from the temporary or contract position to the permanent position;
2. the employee successfully completes a six (6) month probationary period.

(c) When the Society decides to fill a position with a temporary employee, the Society shall notify the Union in writing of the expected length of the temporary employment.

(d) Where a person hired as a temporary employee is employed for a continuous period exceeding six (6) months, they shall be credited with seniority accrued retroactive to the date of commencement of employment for the purposes of Article 15.03 and 29.06 only.

(e) Notwithstanding Article 40, where the term or task of a temporary employee is completed, the employee who was absent elects to return to their position, the person hired on a temporary basis shall be terminated.



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15: NEWLY CREATED JOBS, VACANCIES, PROMOTIONS AND TRANSFERS

15.01 All cases of newly created jobs, vacancy, promotion, and transfer, shall be based on the following factors:

- a) Skill, competence and efficiency;
- b) Seniority.

Where, in the judgement of the Society, the qualifications in factor are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial, and consistent manner.

15.02 a) A job shall not be considered vacant when an employee is not at work because of sickness or accident, leave of absence or vacation.

b) Absences due to compensable injuries, where employees are provided a right to return pursuant to the provisions of the Workplace Safety & Insurance Act as amended from time to time shall not be considered vacant. In such cases the Society will have the right to fill the temporary vacancy by way of temporary assignments.

15.03 a) The Society agrees to post all vacancies which become open in the Bargaining Unit and all newly created jobs which fall within the scope of the Bargaining Unit. A **final, PDF** copy shall be forwarded to the Union concurrently.

b) It shall be the sole discretion of the Society to determine if and when a vacancy occurs or when a new job is created. The vacancy shall deem to occur, and the new job shall deem to be created on the date the opening is posted. The Society shall be required to post a vacancy or a newly created job for seven (7) working days.

c) Prior to, or not later than, the date on which a job vacancy or newly created job is posted, the Society shall provide access for each part-time employee and those employees on leave to activate the job alerts feature the Society's online recruitment system. It is up to the employee to keep the Society informed regarding their current e-mail address. The job posting shall include: the name of the position, a general description of the work and qualifications required. It shall be the exclusive function of the Society to determine the qualifications for said vacancy or said newly created job. An employee who wishes to apply for any posted vacancy or newly created job shall do so by applying for the position online using the recruitment tool.

d) The Society may advertise for outside persons to fill a particular vacancy at any time, however, no such applicant shall be considered for the vacancy until consideration of employee applicants for the job posting have been completed and all such applicants have been declared unsuitable.

e) Unsuccessful applicants shall be advised of the disposition of their applications prior to the announcement of the successful applicant.

f) Any employee who applies for a vacancy and is declared the successful applicant shall not be transferred to that new position until they have been in their present position for six (6) months unless the new position is a promotion or unless they assumed their present position as a result of a transfer or a previous lay-off and recall.

g) Any temporary employee or contract person shall be eligible to apply for any position within ten (10) weeks of the termination date of their assignment. Supervisory approval which shall be based on service needs is required when there are more than ten (10) weeks remaining on the temporary assignment.

h) Any employee on a leave of absence shall maintain the right to apply for vacancies in accordance with Article 15 of this agreement.

15.04

a) The successful candidate to a promotional job posting either from within the Bargaining Unit or outside the Bargaining Unit shall be placed on a trial period of six (6) months. Conditional on satisfactory service, the employee shall be confirmed in the new position after the completion of six (6) months.

b) In the event that the candidate who was promoted within the Bargaining Unit does not remain in the promotional position beyond the trial period at the request of their supervisor or the candidate, they shall be returned to a comparable position and former wage or salary rate without loss of seniority.

c) In the event that the candidate who was promoted outside of the Bargaining Unit does not remain in the promotional position beyond the trial period at the request of their supervisor or the candidate, they may be returned to a comparable position and former wage or salary rate. This transfer back to the Bargaining Unit would not be the subject matter of a grievance.

15.05 Recruitment and Retention – Mobility of Employees in the Child Welfare Sector (Consensus Agreement # 15, signed June 4, 2011)

The parties to this agreement recognize the value of retaining experienced employees. In order to provide mobility and enhance service-based rights for employees who may wish to relocate from one agency to another, the following measures are to be enacted:

(i) All Bargaining Unit vacancies that occur at a participating Society, where the Society has exhausted their normal internal posting and recruitment

processes, shall be included in the job postings on the OACAS website;

(ii) Employees hired from one agency into another will be required to complete a full probation period as per the Collective Agreement of the hiring Society;

(iii) Where an applicant from a participating Society is successful in a job competition at another participating Society, upon moving to the new Society, service-based entitlements for wages and vacation at the new Society shall be based on the length of their most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.



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16: STAFFING QUALIFICATIONS

- 16.01 (a) An employee incumbent in a position shall be deemed qualified for that position.
- (b) Should job qualifications be changed by the Society, Bargaining Unit members will be deemed qualified for their current positions, and those qualifications for which an employee has been deemed qualified will be transferable to any other position within the Bargaining Unit which requires those qualifications (Consensus Agreement #13, signed June 4, 2011).
- (c) Should job qualifications be changed as a result of legislation or government directives, the Society shall work with the Ministry of Children, Community and Social Services and the Union to develop a plan to mitigate any negative impact for staff (Consensus Agreement #13, signed June 4, 2011).
- 16.02 (a) There will be no requirement for any Bargaining Unit member to become a member of a College unless required by legislation.
- (b) Where the employer makes a report to a College related to an employee, a copy of the report shall be immediately forwarded to the employee and the Union. The Employer agrees that it will not file a report with a College regarding any Bargaining Unit employee if said report is the subject of a grievance unless required by legislation to do so.
- (c) If a complaint is filed with any College by a client concerning an employee's conduct in the performance of the employee's duties for the Employer, the Employer will provide legal defense for the employee in preparation for and at the hearing by the College as per Article 26.
- (d) Membership and/or non-membership in a College will not be a factor or consideration in promotions or transfers.
- (e) The Employer shall not forward a copy of any reports to a College that would constitute a breach of any Terms of Settlement negotiated by the Union on behalf of its member(s) unless required by law.



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17: JOB SHARE

17.01 Preamble - Job Share

Job share is a form of employment which is generally initiated at the request of two (2) employees who have completed probation and who wish to work the equivalent of one (1) full-time job, each working less than full-time hours. Both employees shall be accountable for the overall achievement of the required position's objectives.

17.02 Job sharing requests shall only be considered if the proposed arrangements are for a minimum term of twelve (12) months.

17.03 Where a Team Supervisor determines that a position is appropriate for job sharing, the Team Supervisor will specify on the job posting that the position is one that could be shared.

17.04 Where an employee proposes in writing that their position be considered for job sharing and receives approval from the Team Supervisor that the position is appropriate for job sharing, the job share arrangements can be initiated in the following manner:

a) Where the employee can identify another employee from the Applicant Roster who is interested in job sharing, they shall make arrangements for the other employee and the Team Supervisor to meet to determine if a job share match is suitable.

b) Where the employee cannot identify another employee with whom to job share, the employee may request that Human Resource Services send an invitation encouraging interested employees to add their names for the specific job share opportunity or other future job share opportunities. The name(s) of interested employees will be shared with the person seeking a job share partner. Both parties are responsible for submitting a written proposal according to Articles 17.04 (a) & 17.06.

17.05 Applicant Roster

A roster of staff interested in a job share arrangement shall be maintained in Human Resource Services. The roster shall be listed by job classification to facilitate interested workers in the contacting of other interested staff members.

17.06 Application

An application/proposal for job sharing shall include but not be limited to the following information :

- a) The name of both parties wanting to job share;
- b) The breakdown in which the specific duties shall be shared between the

workers (e.g. case load, paperwork expectations, attendance at meetings, court etc.);

c) An outline of the proposed work schedule;

d) The method by which information shall be communicated between the Team Supervisor and the two workers;

e) An outline for coverage issues such as, but not limited to, vacation time, compensatory time, general leaves of absence.

17.07 Remuneration

It is understood and agreed that the Society shall not be liable to make any payment in excess of what is required for a full-time employee performing all the work of a full-time position under the Collective Agreement simply because the two (2) employees are sharing the single job. Payments should be shared, not duplicated.

a) Salary

One full-time salary shared between two workers and pro-rated based on the number of hours worked, e.g. each employee occupying half of the same position shall be entitled to 50% of the annual salary, they would have been paid had they worked full-time.

b) Anniversary Date

The employees shall retain their respective anniversary date for increment purposes.

c) Hours

Hours of work shall be based on the full-time hours established for the position and calculated as a portion thereof.

d) Overtime

Employees working under a job-sharing agreement shall be compensated for overtime as prescribed by the Collective Agreement Article 30.03 (g).

e) Benefits

The employees shall be entitled to Health and Welfare benefits under Article 34 of the Collective Agreement on a pro-rated basis subject to eligibility of the carrier.

Deductions for Life Insurance, Accidental Death and Dismemberment and OMERS shall be based on the employee's pro-rated salary.

f) Vacation

Vacation entitlement for each employee shall be calculated on a pro-rated basis.

g) Paid Holidays

Statutory holidays and the resultant time off with pay are to be pro-rated between the employees. Adjustments to the schedule in order to accommodate such shall be done in consultation with the Team Supervisor.

h) Sick Leave

Sick leave entitlement to be pro-rated for each employee.

17.08 Seniority

Seniority shall accrue on a pro-rated basis as per Article 14.01 of the Collective Agreement.

17.09 Bargaining Unit Status

Employees who are in the Bargaining Unit shall retain their Bargaining Unit status if they are successful in obtaining a job share position which is within the Bargaining Unit.

17.10 Evaluation

The job share arrangement(s) shall be evaluated on an ongoing basis to assess its impact on service to clients as well as on the branch.

17.11 Termination

1) The job-sharing agreement may be terminated with one (1) month written notice at the request of either employee or the Team Supervisor.

2) In the event that one employee wishes to leave the job share position, the remaining employee shall assume the position on a full-time basis unless they are able to secure another job share partner within thirty (30) days of the termination.

3) If one employee opts out because they want to resume full-time employment, then the onus is on that employee to compete for vacancies.

4) Where the job-sharing agreement is terminated either by request of the employees or the Team Supervisor, or pursuant to the evaluation noted above, the senior employee may remain in the job share position in a full-time capacity. The remaining job share employee will have the right to be placed elsewhere in the Bargaining Unit pursuant to Article 15 of the Collective Agreement. The senior employee may not terminate the job share arrangement for purposes of assuming the position on a full-time basis.



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18: JOB CLASSIFICATION

18.01 If a new occupational classification is established by the Society, it shall determine the rate of pay for such new occupational classification and promptly notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Society to endeavour to negotiate a mutually satisfactory rate.

Such request will be made within twenty-one (21) days after receipt of notice from the Society of such new occupational classification and rate, and the meeting will be held within ten (10) days of receipt by the Society of the Union's request.

If the parties are unable to agree to the rate of pay for the new occupational classification, the Union may file a policy grievance with respect to the dispute. The arbitration board will determine the new rate solely by reference to the job content of the jobs as defined in Article 15.01. The rate for the new job must conform to the existing wage level and range structure.

In order to maintain the integrity and internal equity of the wage classification system, the board of arbitration will be limited to an analysis of the system. External wage and job classification data will not be received or considered by the board.

18.02 Where the duties and responsibilities of an employees' job are changed by the employer in a substantive manner, so that a job is no longer properly classified and the rate should be changed, either the employee or employer may request the job be reviewed. The job will be reviewed no later than three (3) months after the request.

Any increase in pay resulting from such a review shall be retroactive to the date the request was made which resulted in a reclassification. In the event that the rate of pay decreases, the salary for the incumbent shall be red circled.



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19: EMPLOYEE FILES

19.01 An Employee may have access to their Employee File. Viewing of the Employee File must be made by appointment with Human Resource Services. A log will be maintained in the Employee File indicating the name and date of any authorized person external to Human Resource Services who views the Employee File. External Employment Reference Checks shall be temporarily removed from the Employee File by Human Resource Services prior to an employee viewing their file.

Employees are entitled to copies of any or all material (excluding external reference checks) contained in their file at the Society's expense. No material may be removed from the files by the Employee. The files may not be removed from the Human Resource Services Department.

19.02 Upon request, the Society shall provide a letter of confirmation of employment establishing, but not limited to, start date, job title, classification and salary.

19.03 It shall be the duty of each employee to notify the Society promptly of any change in address and telephone number through self-serve portal on HRIS or in writing via e-mail or registered mail. If an employee fails to do this, the Society will not be responsible for failure of a notice to reach such employee.

19.04 Any adverse report(s) or letter(s) of discipline/corrective action shall be withdrawn from the Employee File after a period of thirteen (13) months from the date of the alleged infraction unless there has been a reoccurrence of a similar nature and provided that the employee requests in writing to the Director of Human Resource Services that said letter(s) shall be removed.

It is agreed that the thirteen (13) months shall be extended by any break in service, secondment, leave of absence, or continuous sick leave in excess of eight (8) weeks.

Any adverse report(s) or letter(s) of discipline/corrective action shall not be used in future corrective action proceedings should the employee fail to make the request to have the letter(s) removed from the Employee File.



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20: PERFORMANCE EVALUATIONS

20.01 During the probation period, the Society shall provide regularly scheduled supervision and a written performance review after three (3) calendar months and six (6) calendar months.

The Supervisor and the probationary employee shall meet and discuss the contents of the performance review and a copy shall be provided to the probationary employee and the probationary employee shall acknowledge receipt of the copy.

The content of the review and/or the failure to provide the review and/or the scheduled supervision shall not be the subject matter of a grievance and shall not be the basis of a claim that the Society did not have proper grounds to release or terminate a probationary employee.

20.02 The Society agrees to provide written evaluations of employees prior to the completion of the probation period and annually thereafter, which shall be used solely for the purposes of development of the employees concerned. Each employee shall receive a copy of their annual evaluation. Failure to receive such a copy shall be grievable. The content of such evaluations shall not be grievable. Such evaluations shall not be used in any grievance proceedings or for the purposes of discipline or discharge by the Society or the employee.

20.03 An employee's signature on the evaluation will be considered only that its contents have been read and shall not indicate the employee's concurrence with the statements contained in the evaluation. An employee has the right to make written comments attached to the evaluation.



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21: STAFF DEVELOPMENT

- 21.01 Leaves of absence with or without pay may be granted by the Society to employees who have completed a minimum of two (2) years of continuous service. The Society may assist the employees to undertake further study, providing there is a commitment of continued employment with the Society on the part of the employee. Such commitment to be in accordance with forty-five (45) days' employment for each thirty (30) days' educational leave. When on such leave an employee shall not accumulate seniority in excess of twenty-four (24) months. Such leaves are approved by the Director of Human Resource Services provided that such leave does not interfere with the efficient operation of the Society and shall be subject to Article 22.02 b) & c).
- 21.02 Each employee has the right to request leave with no loss of salary to a maximum of five (5) working days per year to attend professional development courses at the employee's own expense, provided that the course is approved by the Director of Human Resource Services and that such leave does not interfere with the efficient operation of the Society.
- 21.03 Employees, as a condition of employment, shall undertake if asked to do so, special training courses or refresher courses at the expense of the Society, to participate in weekend workshops, and attend other conferences and meetings as may be deemed desirable. Encouragement shall be given to employees to develop their growth and leadership abilities in these ways and through the provision of reading material, staff conferences, community meetings, and other public relations work. Attendance at these courses or meetings outside the normal hours of work shall be compensated for by equivalent time off. Such time shall be calculated in accordance with the conference schedule.
- 21.04 When an employee is required or authorized to attend a convention at the expense of the Society, the Society reserves the right to specify the means and route of travel. The Society agrees to reimburse the employee for any reasonable expense incurred as a direct result thereof. The Society further agrees to advise the employee in advance of the amount of such expenses. Accounts of such expenditures shall be submitted within one (1) month of occurrence.
- 21.05 The Society may pay tuition fees for employees who are taking courses directly related and necessary to their work with a view to improving their social work and child care skills.
- 21.06 A part-time educational leave of absence with pay may be granted to permanent employees who are accepted into an accredited program of study equal to one half ($\frac{1}{2}$) of the class time required up to a maximum of three and a half ($3\frac{1}{2}$) hours per week, provided that the course(s) is/are approved by the

Director of Human Resource Services and that such leave does not interfere with the efficient operation of the Society.



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22: LEAVES OF ABSENCE

- 22.01 a) The Society may grant a leave of absence if an employee requests it in writing, and it is approved by the Manager in consultation with the Director of Human Resource Services. Such leave will not be unreasonably withheld provided that it is for good and legitimate reasons and does not unreasonably interfere with the efficient operation of the Society.
- b) In the event such leave of absence is granted, the Society shall determine whether the leave shall be granted with or without pay. If the leave of absence is granted, said leave may be charged to accumulated credits or deducted from the employee's pay.
- 22.02 a) The Society shall grant a leave of absence without pay of up to twelve (12) months if an employee who has completed five (5) years of continuous service requests it in writing from the Manager/Director. Such leave may be granted once every five (5) years. The Society may upon written request, extend such a leave up to twenty-four (24) months and such leave shall not be unreasonably denied.
- b) The employee shall give the Society two (2) months' notice in writing from the day upon which they intend to commence the unpaid leave of absence and two (2) months' notice of their intention to return to work. The Employer shall have the discretion to waive the two (2) months' notice period to commence the unpaid leave of absence.
- c) When the employee reports for work upon expiration of the leave of absence, the Society agrees to reinstate the employee to the same position, and location where possible, they had prior to the leave of absence in the observance of seniority if the former position exists or to alternative work of a comparable nature if the former position no longer exists.
- 22.03 **UNION LEAVE**
- a) Leave of absence without pay shall be granted to attend Union business provided that any one (1) person is off no longer than one (1) week at any one (1) time and provided it does not interfere with the efficient operation of the Society. Such notice is to be given to the Director of Human Resource Services at the first opportunity. Such leave is not to be unreasonably withheld.
- b) Upon application by the Union in writing, during the term of this Agreement, the Society will grant:
- i) full-time leave of absence without pay or benefits to the employee elected or appointed as President of CUPE Local 2190; or,
 - ii) part-time (.5) leave of absence without pay or benefits to the employee elected or appointed as President of CUPE Local 2190 subject to an agreement regarding specific and set days as "Society Days" and as "Union Days" and that consideration be given to adjusting days on an as needed basis at the request of either party. It is understood that the President shall have a .5 pro-rated workload during such leave.

(iii) upon election of incoming President, that employee shall provide in writing one (1) months, notice of intention to commence an unpaid full time leave. Within one (1) week of election, the outgoing President will inform the Society in writing, of their intention to return to the workplace and shall have two (2) months to return to the work place from the date of election.

Such leave, if requested, shall commence no later than four (4) weeks from the date the written request was received and shall be for a period of no less than one (1) year. Seniority and service shall accumulate during such leave of absence.

c) Where the Union President is not on a leave as defined by Article 22.03 (b), leave of absence may be granted for the President or a designate to attend to Union business for a period of up to twenty (20) days commencing ninety (90) days prior to the expiry of the Collective Agreement up to the date of ratification of the subsequent Collective Agreement, provided it does not interfere with the efficient operation of the Society. Such leave is not to be unreasonably withheld. Notice is to be given to the Director of Human Resource Services at the first opportunity.

d) An employee who is elected or selected for a full-time position with the Union outside of the Bargaining Unit, or with any body with which the Union is affiliated, shall be granted a leave of absence with continued accumulation of seniority for a maximum period of two (2) years. Such leave shall be granted without pay or benefits and subject to service needs, provided notice of at least one (1) month is given. Scheduling such leave shall be based on a maximum of one (1) employee on said leave at any one (1) time. The Society may at its discretion extend said leave for an additional twelve (12) months to a maximum of thirty-six (36) months.

e) All costs incurred (direct and indirect pay, benefits, vacation, sick leave) shall be paid by the employer provided the Local reimburses the Society through holdback of authorized union dues deductions.

22.04 FAMILY LEAVE

Permanent full-time employees who have completed probation, shall be granted up to ten (10) days, eight (8) of which are with pay and two (2) days unpaid per calendar year for matters associated with "family" members.

Regular part-time employees who have completed probation, shall be granted up to ten (10) days, four and a half (4½) working days or scheduled shifts which are with pay, and five and a half (5½) working days or scheduled shifts unpaid per calendar year for matters associated with "family" members.

For purposes of this leave, "family" members shall mean close family members i.e. child, parent, spouse, significant other. The leave is limited to the following circumstances:

- a) Unpredictable family health emergencies where alternative arrangements cannot reasonably be made.
- b) Unpredictable "family care arrangement" emergencies where alternative arrangements cannot reasonably be made.
- c) Scheduled appointments for family health matters where the appointment could not be reasonably made outside of normal hours of work.
- d) Other health, educational or legal matters where a family member is required to be in attendance.
- e) The birth, adoption of a child or after a child comes into the custody or care of a parent who is the non-recipient of E.I. Benefits.
- f) Where, due to an employee experiencing domestic violence, time off is required to deal with such issues related to housing, child care, legal proceedings and any other necessary activities.

The employee shall notify the Supervisor or designate no later than one (1) hour after their normal scheduled time of arrival if they are going to be absent for all or part of that day due to an unpredictable emergency covered under a) and b) above.

If the employee has made a scheduled appointment covered under c), d) or f) above, the employee shall request approval from the Supervisor as soon as possible to ensure that coverage can be arranged and service needs met. If service needs are impacted, the employee may be requested to reschedule the appointment.

It is expected that the employee will only take the time required to meet the scheduled appointment. The said days are non-cumulative and there is no cash payout in lieu thereof.

22.05 UNPAID LEAVES - EMPLOYMENT STANDARDS ACT

The Society shall grant a leave of absence without pay to employees who are deemed eligible for any leaves as defined in the Employment Standards Act (ESA) as amended from time to time.

Employees on such leaves of absence (with the exception of those on Reservist Leave) would continue to participate in their benefit plan unless they elected, in writing, not to do so.

Should there be a conflict between legislation and the Collective Agreement, the superior provisions shall prevail.

Employees may be eligible to receive Employment Insurance Benefits for some of the ESA leaves pursuant to the Employment Insurance Act.

An employee not entitled to Article 22.04, Article 24, Schedule B(i) or Schedule B(ii) is entitled to apply for a leave as defined in the Employment Standards Act (ESA) as amended from time to time.

22.06 COMPASSIONATE CARE, FAMILY CARE FOR CHILDREN AND FAMILY CAREGIVER FOR ADULTS TOP-UP

If an employee who is on Compassionate Care Benefits, Family Caregiver Leave Benefits for Children or Adults Benefits, provides the Society with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act and the amount of E.I. benefits received is less than the employee's normal salary, the Society agrees to pay the difference between the amount of E.I. benefits received and 70% of the employee's normal salary, during the prescribed waiting period and for the duration that the employee continues to receive E.I. benefits as follows:

Effective January 1st, 2009 - to a maximum of eight (8) weeks

22.07 VOLUNTARY UNPAID LEAVE PLAN

A voluntary unpaid leave plan shall be made available to all Bargaining Unit employees. The voluntary unpaid leaves will be administered as follows:

- a) An employee may request in writing to the Supervisor voluntary leave of absence days without pay.
- b) The leaves may be taken at a time mutually agreed between the employee and the Supervisor.
- c) The Society will spread the pay reduction evenly throughout the year or the remainder of the calendar year. Payroll deductions will commence at a time agreed to by the employee and the payroll department.
- d) Days requested are irrevocable and, if not taken prior to December 31, they will not be carried forward to the next year.
- e) During any voluntary leave all benefits will remain in place, excluding OMERS contributions which shall be administered according to OMERS legislation and regulations.
- f) During any voluntary leaves, pension adjustment will occur as per the OMERS regulations. The Employer's portion of benefit premiums (health, dental and life insurance) will be the responsibility of the employee after one (1) months leave
- g) Seniority and service shall continue to accrue.

22.08 SELF FUNDED LEAVE

- a) The Society may grant a leave of absence without pay for a maximum of twelve (12) months and a minimum of six (6) months under the Employee Self-Funded Leave program if an employee is a regular full-time employee and has

completed two (2) years of continuous active service.

b) In accordance with the Income Tax Regulations, the term of the leave requested will determine the ratio of salary deducted and received during leave period; and employees are required to return to work for the length of the employee funded leave period at the conclusion of the leave period. Such requests for leaves will not be unreasonably withheld and may be granted no more than once every five (5) years.

c) Under the Employee Funded Leave program, the following formula will be used in a variety of possible combinations, two (2) of which are listed:

- an employee shall work for four (4) consecutive years at 80% salary and undertake a leave of absence for the fifth year also at 80% of normal salary plus interest; or
- an employee shall work for twenty-four (24) consecutive months at 80% salary and undertake a leave of absence for the following six (6) months also at 80% of normal salary plus interest.

d) The Society will determine the number of employees permitted to take leave under this plan at any given period of time. The Society will reserve the right to defer a leave of absence for a period of up to one (1) year, in the event that a suitable and qualified replacement is not available.

e) The employee shall give the Society four (4) weeks' notice in writing of their intention to withdraw from the Employee Funded Leave program either during the work or leave period.

f) Employees commencing a leave of absence without pay, including for disability will be withdrawn from the plan and receive a refund of deferred salary. Employees on short term sick leave in excess of four (4) weeks will have their contributions suspended, until they return to full time duties.

g) The employee will have the option of deciding as to the method of receiving payment during the leave period. This will consist of either one (1) or two (2) lump sum payments or based on the regular bi-weekly payment schedule. The payment of salary will include interest accrued on accumulated wages during the period of salary deferral. Union dues will continue to be deducted in the fifth year.

h) The employee may choose to maintain health and dental benefits while on leave as well as Life Insurance and AD&D if approved by the insurance carrier. The Society will continue to pay 100% of the premium.

i) Pension contributions will be based on 100% of salary for the period at work only. Employees have the option of purchasing credit for the period they were not at work in accordance with OMERS regulations.

j) When the employee reports for work upon expiration of the leave of absence, the Society agrees to reinstate the employee to the same position, and location where possible, they had prior to the leave of absence in observance of

seniority if the former position exists or to alternative work of a comparable nature if the former position no longer exists.

22.09 EDUCATIONAL LEAVE

If the employee's service is greater than two (2) years, and the leave is for educational purposes, the leave shall be granted. See also Article 21.



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23: PREGNANCY AND PARENTAL LEAVE

23.01 An employee who is the parent of a child is entitled to a leave of absence without pay following:

- a) the birth of the child; or
- b) the coming of the child into the custody, care and control of a parent for the first time.

PREGNANCY LEAVE of seventeen (17) weeks is available to cover child birth and is available only to the child bearing mother.

If the child was born or came into the employee's custody, care and control for the first time prior to December 3, 2017, PARENTAL LEAVE of up to thirty-five (35) weeks is available to cover either or both parents in the case of the mother after the completion of the pregnancy leave, or up to thirty-seven (37) weeks if the employee did not take pregnancy leave.

If the child was born or came into the employee's custody, care and control for the first time on or after December 3, 2017, PARENTAL LEAVE of sixty-one (61) weeks is available to cover either or both parents, in the case of the mother after the completion of the pregnancy leave or sixty-three (63) weeks if the employee did not take pregnancy leave.

PARENTAL LEAVE of seventy-eight (78) weeks (eighteen (18) months) is available to cover either or both parents in the case of an adoption.

SUPPLEMENTARY LEAVE is available where either parent qualifies for and takes either or both of the above leaves. The employee shall be entitled to an additional supplementary leave to a maximum of fifty-two (52) weeks of unpaid leave to enable the employee(s) to provide an extended period of continuous parental care in the case of birth or adoption.

PREGNANCY LEAVE

23.02 A pregnant employee is entitled to a leave of absence without pay as outlined hereinafter. An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

23.03 The employee must give the Society:

- a) written notice of the date the leave is to begin as early as possible but in any case no later than two (2) weeks prior to the date the leave is to begin;
- b) a certificate from a legally qualified medical practitioner stating the expected birth date.

- 23.04 Article 23.03 does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.
- 23.05 An employee described in Article 23.04 must, within two (2) weeks of stopping work, give the Society:
- a) written notice of the date the pregnancy leave began or is to begin, and
 - b) a certificate from a legally qualified medical practitioner that,
 - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.
- 23.06 The pregnancy leave of an employee who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.
- 23.07 The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the birth, still-birth or miscarriage.
- 23.08 The pregnancy leave of an employee ends on a day earlier than the day provided for in Articles 23.06 or 23.07 if the employee gives the Society at least four (4) weeks written notice of that day.

PARENTAL LEAVE

- 23.09 Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 23.10 The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- 23.11 The employee must give the Society written notice of the date the leave is to begin as early as possible but in any case no later than two (2) weeks prior to the date the leave is to begin except in the case where the father elects to take parental leave and such leave is to commence at or about the birth of the child.
- 23.12 Article 23.11 does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the

custody, care and control of a parent for first time sooner than expected.

- 23.13 The parental leave of an employee described in Article 23.12 begins on the day the employee stops working.
- 23.14 An employee described in Article 23.12 must give the Society written notice that the employee wishes to take leave within two (2) weeks after the employee stops working.
- 23.15 If the child was born or came into the employee's custody, care and control for the first time prior to December 3, 2017:
- a) Parental leave ends thirty-five (35) weeks after it began, if the employee also took pregnancy leave or on an earlier day if the employee gives the Society at least four (4) weeks written notice of that day.
 - b) Parental leave ends thirty-seven (37) weeks after it began, if the employee did not take pregnancy leave, or on an earlier day if the employee gives the Society at least four (4) weeks written notice of that day.
 - c) Parental leave in the event of an adoption ends fifty-two (52) weeks after it began or on an earlier day if the employee gives the Society at least four (4) weeks written notice of that day.
- 23.16 If the child was born or came into the employee's custody, care and control for the first time on or after December 3, 2017:
- a) Parental leave ends sixty-one (61) weeks after it began, if the employee also took pregnancy leave or on an earlier day if the employee gives the Society at least four (4) weeks written notice of that day;
 - b) Parental leave ends sixty-three (63) weeks after it began, if the employee did not take pregnancy leave, or on an earlier day if the employee gives the Society at least four (4) weeks written notice of that day.
 - c) Parental leave in the event of an adoption ends sixty-three (63) weeks after it began or on an earlier day if the employee gives the Society at least four (4) weeks written notice of that day.
- 23.17 The following provisions shall apply to each of the leaves above:
- a) NOTICE TO CHANGE COMMENCEMENT OF LEAVE
An employee who has given notice to begin leave under this article may change the notice:
 - (i) to an earlier date if the employee gives the Society at least two (2) weeks written notice before the earlier date; or,
 - (ii) to a later date if the employee gives the Society at least two (2) weeks written notice before the date leave was to begin.
 - b) NOTICE TO ALTER TERMINATION OF LEAVE
An employee who has given notice to end leave may change the notice:
 - (i) to an earlier date if the employee gives the Society at least four (4)

weeks written notice before the earlier date, or
(ii) to a later date if the employee gives the Society at least four (4) weeks written notice before the date leave was to end.

c) BENEFITS DURING LEAVE(S)

(i) During a Pregnancy and/or Parental Leave, an employee continues to participate in each type of benefit plan described in clause c(ii) that is related to their employment unless they elect in writing not to do so.

(ii) For the purpose of clause c(i), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and any other types of benefit plans that are provided by this Agreement.

(iii) During an employee's leave(s), the Society shall continue to make its contributions for any plan described in clause c(ii) unless the employee gives the Society a written notice that the employee does not intend to pay the employee's contributions, if any.

d) SENIORITY AND RE-INSTATEMENT RIGHTS

(i) Seniority continues to accrue during pregnancy leave or parental leave.

(ii) If an employee has taken pregnancy leave or parental leave, the Society shall reinstate the employee when the leave ends to the position, and location where possible, the employee most recently held with the Society, if it still exists, or to a comparable position, if it does not.

(iii) If the Society's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Society shall reinstate the employee when the operations resume, in accordance with the Society's seniority provisions of this Agreement, or practice, if any.

(iv) The Society shall pay a reinstated employee wages that are at least equal to the greater of the wages the employee was most recently paid by the Society, or the wages that the employee would be earning had the employee worked throughout the leave.

23.18 Additional leave of absence for pregnancy or parental leave purposes may be applied for under Article 22.01.

23.19 If an employee is on either pregnancy or parental leave for biological or adoptive parents, as provided under this Article and said employee provides the Society with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act and the Standard E.I. benefits which the employee is eligible to receive less than the employee's normal salary, the Society agrees to pay the difference between the Standard E.I. benefits which the employee is eligible to receive and 70% of the employee's normal salary, during the prescribed waiting period and for the duration that the employee continues to receive E.I. benefits are as follows:

Effective: April 1, 2023 - 39 weeks

The fixed dollar value of the top-up is equal to the difference between the

salary at the Standard (not Extended) E.I. benefit rate and 70% of the base salary for the top-up period at the time of the leave. The Employer agrees to provide employees with options for how they wish to have the fixed dollar value top-up to be distributed over the prescribed period while collecting E.I. benefits. Employees will be provided with a selection form at the time of leave.



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24: BEREAVEMENT LEAVE

24.01 In the event of the death of a member of an employee's family, the employee will be granted a leave of absence with pay for a reasonable length of time in order to grieve the death of the family member. Full-time employees will be reimbursed for time lost from work for five (5) working days. Part-time employees will be reimbursed for three (3) scheduled shifts.

The term "member of an employee's family" means a husband, wife, spouse, brother-in-law, sister-in-law, child or parent, brother, sister, aunt, uncle, niece, nephew, cousin, mother-in-law, father-in-law, grandparents, grandchildren, Godparents, Godchildren, person "in loco parentis", significant other, or other person at the discretion of the Manager.

Such a request shall not be unreasonably withheld. An employee is entitled to request additional time off, pursuant to Article 22 and such request will not be unreasonably withheld.

24.02 In the event of the death of a member of an employee's family, ("member of an employee's family" as defined in Article 24.01), an After Hours Worker will be granted the necessary number of scheduled shifts off in order to ensure that the employee has up to three (3) days away from work in order to grieve the loss.



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25: JURY DUTY

25.01 The Society agrees to pay the difference between the fee received for jury duty and the amount of the employee's pay they would have received for a normal work day at straight time rate for each day an employee is required for jury duty, provided they were scheduled to work on the day actually served on the jury.

Where an employee is on call for jury duty and where not required after twelve (12) o'clock (noon), the employee will report for work to complete the balance of the day, provided the employee was scheduled to work the balance of that day. The employee will present proof of service and the account of pay received.



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26: EMPLOYEE PROTECTION

Subject to the provisions outlined hereinafter, the Society shall provide legal counsel and protection to employees and former employees except where providing such protection constitutes a conflict of interest. In the event there is a conflict of interest, the employee will be able to select a legal counsel from a list supplied by the Society. The Society, the insurance carrier (where applicable) and the employee shall endeavour to agree upon the identity of such counsel. In the absence of agreement, the choice of legal counsel shall be determined by the Society subject to the terms of any applicable insurance policy.

26.01 The Society shall provide legal counsel and protection to employees and former employees with respect to any civil proceeding, or who are subject to a hearing before any administrative tribunal or disciplinary body alleging improper conduct in respect of the employee's acts or omissions while acting for the Society or any alleged statutory breach (except any criminal charges referred to in Articles 26.03 or 26.04 hereof) arising as a result of, or during the performance of assigned duties.

In the instance of a formal inquiry or inquest launched by the Office of the Coroner, any employee or former employee who is summonsed to give evidence shall be afforded representation by the Society's attending legal counsel.

26.02 Should an employee or former employee be:

- i) requested to meet or be interviewed by police, crown attorney, prosecutor or defence counsel, or
- ii) summonsed or subpoenaed to give evidence in connection with a criminal investigation or proceeding that is related to their administrative, maintenance or child protection role and arises out of a serious injury to, or death of a child (including an alleged homicide), the employee or former employee shall be afforded representation for that purpose by legal counsel qualified to advise on the matter selected by the Society after consultation with the Union.

26.03 In the event that an employee or former employee is interviewed, investigated or charged with a criminal offence or an offence carrying penal consequences arising as a result of, or during the performance of assigned duties (this may exclude charges laid under the Highway Traffic Act), and the Society provides the employee with legal counsel, the Society shall pay all legal costs (meaning reasonable lawyer's fees and disbursements) therefrom 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 Society; and,

- ii) the employee was acquitted of all or any part of the charges; 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.

26.04 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 Society 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 therefrom.

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 review the Society is satisfied that:

- i) the employee has carried out the Society's mandate to provide child protection and/or service in good faith and in a professional manner; and
- ii) the employee has not committed a serious breach or dereliction of said duties and/or responsibilities;

the Society 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.

26.05 The Society agrees that in situations where charges have been laid against an employee and on review the Society is satisfied that:

- i) the employee has carried out the Society's mandate to provide child protection and/or service in good faith and in a professional manner; and
- ii) the employee has not committed a culpable breach or dereliction of said duties and/or responsibilities;

the Society agrees that the employee may be entitled to a leave of absence with pay and full benefits until the conclusion of the legal process up to and including trial. Seniority and service for all purposes shall continue to accrue during any such leave. Alternatively, the employee may be placed in another position, by mutual agreement, which does not displace another employee and without change in pay, until the conclusion of the legal process, up to and including trial.

26.06 It is further agreed that if upon completion of the trial of the criminal charges, there is a conviction and the employee or former employee elects to appeal the conviction and requests that the Society fund the legal expenses of the appeal, the Society agrees to undertake a review of the merits of the appeal and once that review is completed, the Society may elect to fund all or any portion of the appeal process. The Society's decision not to fund all or any portion of the appeal process shall not be the subject matter of a grievance and/or arbitration.

26.07 The Society agrees to pay the premium costs with respect to an insurance policy providing both civil and criminal liability coverage subject to the particulars as outlined in the Letter of Understanding - Liability Protection. The Society further agrees to provide the Local with a bona fide copy of the insurance policy which is in effect.

26.08 The Society will notify the President of CUPE Local 2190 or their designate regarding matters that may impact an employee's employment in the carrying out of their duties at the Society with respect to civil, tribunal, criminal charges or events such as lawsuit, inquest, child protection investigation involving a staff member in the course of their duties, criminal investigation of a worker, complaint from a professional College or a formal complaint to the Human Rights Tribunal. Within this context, the employee has the right to have the President of CUPE Local 2190 or their designate present at meetings related to the above.



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27: WORKLOAD MANAGEMENT

27.01 The Society and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff and recognizes the inherent worth and dignity of every employee. The Society recognizes that the issue of workload is of serious concern to Bargaining Unit employees. Further, the Society recognizes its responsibility to provide services through employees in accordance with the Child, Youth and Family Services Act and to conform to current Ministry standards.

27.02 It is also the responsibility of the Society to establish and maintain an effective infrastructure to facilitate the employee's compliance of all standards.

27.03 The Society and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis with the goal of equitable and reasonable distribution of workload. The Society acknowledges the important role that the Union plays on behalf of its membership in participating in that ongoing review.

27.04 **Critical Decision Disputes**

If a Worker disagrees with any critical decision including but not limited to:

- **Opening a case**
- **Closing a case**
- **Bringing a child into a place of safety**
- **Returning a child to the community**
- **To place a family on the Child Abuse Register.**

The Case Manager will immediately form an Ad Hoc committee consisting of the Case Supervisor, Case Worker, another Child Protection Worker from another department and another Supervisor. The purpose of the ad hoc committee will be to come to a resolution of the dispute by consensus.

27.05 The Society shall utilize a variety of methods in an ongoing effort to effectively manage workload demands. These methods may include, but will not be limited to the following:

1. Assign cases/job duties based on equitable distribution of workload, the needs of the department, the individual skill level and experience, current workload and anticipated workload fluctuations. This may involve the Management Team's knowledge of the following factors:

- number of cases before the court;
- number of designated high-risk cases;
- number of supervised access visits;
- amount of required driving time;
- linguistic skills;
- team coverage;
- leaves of absence, including vacation and prolonged illnesses;
- complexity of cases/job duties;
- committee work/field instruction expectations;
- introduction of new technology and systems;
- coaching and mentoring new staff;
- worker's attendance at training;
- part-time education leave;
- work pursuant to the Collective Agreement;
- participation on the Peer Support Team;
- additional administrative duties;
- high profile cases;
- status of individual recording;
- frequency of requests to assist co-workers.
- **Any declared emergencies, such as but not limited to, epidemics and pandemics;**
- **Admin to staff ratios;**
- **Supervisor to Child Protection Worker ratio.**

2. Ensure regular ongoing supervision to effectively manage workload as outlined in Article 27.04 #1.

3. Afford employees vacating positions reasonable opportunity to complete any documentation requirements prior to their last day of work.

4. Ensure workload reviews with each service team every other month, analyzing the distribution and volume of workload, **a copy to be sent to the Union.**

5. The Society will ensure that employees know what is expected of them by:

- providing ongoing performance feedback through regular supervision;
- identifying developmental objectives through the annual performance evaluation process.

6. Subject to Article 15.03 b) vacancies will be filled as quickly as possible.

7. Supervisors shall be responsible for ensuring that there is coverage for (including, but not limited to):

- access visits, recordings, client visits, plan of care meetings, court appearances, required high risk visits, back up days, etc., during worker absences.

8. The Society is committed to backfilling positions when there are increased service demands or multiple unplanned leaves in a service location.

9. The Society will not assign new cases to a worker while on vacation.

10. The Employer shall ensure that when multiple case assignments occur a

discussion will take place with the worker to establish expectations and available supports as required.

27.06 In order to meet service needs and legislative requirements, employees shall make every reasonable effort to keep their case related documentation up to date at all times, within the time frames specified within the CYFSA, regulations and Ministry standards.

27.07 The Society and the Union recognize their shared commitment for the delivery of quality service to children, youth and families. Further, it is the mutual responsibility of the employee and the Supervisor to ensure compliance with Ministry standards with respect to case documentation. Without limiting the generality of the foregoing, the Supervisor shall provide an opportunity for the worker to complete case documentation in those cases where the demands and the requirements of other aspects of the employee's job would impede the employee's ability to complete the case documentation in a timely manner as prescribed. Said opportunity shall not create prolonged or unreasonable workload increases for co-workers.

27.08 The Society further agrees to provide time management flexibility so that individual teams (which includes the Supervisors) can determine how to most effectively manage coverage for one another when team members, upon request, choose to utilize their approved "protected case documentation day(s)" per month. Such documentation day(s) shall be pre-scheduled on a monthly basis in a team meeting subject to supervisory approval and service needs.

27.09 The Society and the Union agree to review workload issues by each of the following means:

1. Discussions of workload issues will be a standing agenda item at each meeting of the Union/Management Executive as per Article 7.01 and/or Union/HRS Meetings.
2. Where either party identifies an issue that impacts on workload requiring a broader discussion and review, either of the parties can request that an ad hoc Joint Workload Committee shall be struck as follows:

Joint Workload Committee:

a) The purpose of the Joint Workload Committee is to make recommendations to the Senior Leadership Team on ways and means to address said workload issue(s) related to Bargaining Unit employees and the impact of factors on workload. The Senior Leadership Team will provide a formal response within forty-five (45) working days to the Workload Committee's recommendations. Should a recommendation made to the Senior Leadership Team not be implemented, the reasons for that decision will be provided to the Joint Workload Committee, and the Workload Committee will revisit the issues that led to the recommendation.

b) The Joint Workload Committee will be comprised of three (3) elected representatives from CUPE Local 2190 and up to three (3) representatives from the Society's Management. The Committee shall be chaired by a Management or Union representative on an alternating basis.

c) Time spent attending to the business of the Committee shall be considered time worked. Such business and associated time worked shall be

recommended by the Committee and authorized by Human Resource Services.

- 27.10 The Society shall forward to the Union on a monthly basis case assignment statistics detailing each case carrying worker (based upon the Full-Time Equivalent (FTE) status of the position); probation status and the number of cases assigned by type (i.e. investigation/ongoing/children-in-care).



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28: PAID HOLIDAYS

28.01

a) The following paid holidays, regardless of when they fall, shall be granted with pay to all full-time employees who have been in the employ of the Society for one (1) week prior to the holiday:

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Simcoe Day
8. Labour Day
9. **National Day for Truth and Reconciliation**
10. Thanksgiving Day
11. Remembrance Day
12. Christmas Day
13. Boxing Day

b) In addition to the holidays mentioned above, one (1) additional day shall be given at either Christmas or New Year's. This day shall be prorated in accordance with the hours worked for regular part-time employees. The scheduling of this one (1) day for full-time employees, will be the responsibility of the Team Supervisor in accordance with the needs of the Society. In the case of conflict between full-time employees as to whether the additional one (1) day off will be taken at Christmas or New Year's, seniority shall be the determining factor.

c) All employees shall be allowed to leave at 3:00 p.m. the last shift before Christmas Eve. After Hours staff will provide coverage starting at 3:00 p.m.

d) When New Year's Eve falls on a week day, all employees shall be allowed to leave work at 3:00 p.m. After Hours staff will provide coverage starting at 3:00 p.m.

e) Each calendar year, regular full-time employees, after successful completion of their probationary period, may take a day off prorated to their hours of work, with pay at a time of their choice. The choice of time off is subject to service needs and the approval of the employee's Team Supervisor. Pay may not be granted in lieu of this day off, and if not taken during the applicable calendar year, it may not be deferred, and is forfeited.

f) Each calendar year, regular part-time employees, after successful

completion of their probationary period, may take a day off pro-rated to their hours of work, at the time of their choice. The choice of time off is subject to service needs and the approval of the employee's Team Supervisor. Pay may not be granted in lieu of this day off, and if not taken during the applicable calendar year, it may not be deferred, and is forfeited.

g) Each calendar year, After Hours Workers, after successful completion of their probationary period, may take a portion of a day off equivalent to .7 of a day, at the time of their choice. Payment for this day will be equal to the hourly meeting rate established for After Hours Worker. The choice of time off is subject to service needs and the approval of the employee's Team Supervisor. Pay may not be granted in lieu of this day off, and if not taken during the applicable calendar year, it may not be deferred, and is forfeited.

h) In addition to the paid holidays mentioned in subsection (a) and subsection (b) above, any new statutory holidays, regardless of when they fall, which are proclaimed by the City of Toronto, the Provincial and/or Federal Governments shall be granted with pay to all full-time employees.

i) Religious Observances:

Employees who are eligible for paid holidays and who wish to observe religious holidays will be approved for leave. The eligible employee may choose to have a Paid holiday, the Christmas Floater Day or Personal Absence Day substituted to be used to observe up to three (3) religious holidays. If a statutory holiday is substituted, the day so substituted becomes the Statutory holiday under the Employment Standards Act. In addition, the employee may also choose to use unused vacation or compensatory time to observe religious holidays. Such request shall be made in writing to the Team Supervisor with a copy to Human Resource Services, four (4) weeks prior to the date of the religious observance.

28.02 Payment for such holidays shall be based on the full-time employee's regular rate of pay they would normally have earned on such day. When any of the said holidays fall on other than a regular working day, then the Society shall designate either the preceding Friday or the following Monday or, in the case where the full-time employee's regular days off are other than Saturday and Sunday, the day immediately preceding or the day immediately following the scheduled day off as the day upon which the said holiday shall be celebrated.

28.03 Should one (1) or more holidays as set out in Article 28.01 occur during a full-time employee's vacation, such vacation shall be extended by that number of days or the full-time employee shall be given the equivalent time off within the calendar year.

28.04 In order to be entitled to payment for paid holidays, a full-time employee must have worked or been on an approved leave of absence with pay the working day immediately preceding the holiday and the working day immediately following the holiday.

28.05 Where an employee works on a paid holiday, the Employer shall pay to the employee for each hour worked a rate of not less than one and a half (1½) times the employee's regular rate and, where the employee is entitled to the holiday with pay, their regular wages in addition thereto.

28.06 Part-time employees shall receive an annual paid holiday allowance calculated and payable on December 31st of each year, or on termination, whichever occurs first, in the amount of a percentage that reflects the number of holidays in Article 28.01 and based on their gross earnings earned in that calendar year.



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29: VACATIONS WITH PAY

29.01 NEW EMPLOYEES

New employees shall commence to accumulate annual vacation credits from the date of their appointment whether on probation or not. Probationary employees may take a minimum of 0.5 day of earned accumulated vacation at any one-time during probation period and up to total actual earned vacation, within the probation period.

29.02 VACATION CREDITS

Full-time and part-time employees working regularly scheduled hours are to be credited with their full annual vacation credits January 1st of each year. The vacation year shall run from January 1st to December 31st of each year.

29.03 DEFERRAL OF VACATIONS

Vacations over the statutory requirement may be deferred for a maximum of one (1) year if recommended by the Supervisor and approved by the Manager or Director as applicable.

29.04 VACATION SCHEDULING

a) Employees working regularly scheduled hours may take their vacation during the year it is earned at a time or times of their choice provided such vacation does not interfere with the efficient operation of the Society.

(b) While on paid vacation, an employee who experiences a serious illness or injury and requires the advice of a legally qualified medical practitioner may request that the crediting of the days be changed from vacation to sick days. The request shall be made in writing. The Society shall credit the employee with the number of vacation day(s).

(c) A full-time employee who is on vacation shall be credited, in the event of the death of a member of an employee's family as defined in Article 24.01, with the corresponding number of vacation days taken for bereavement for up to five (5) working days. Part-time employees will be credited with the prorated amount as per Article 24.01.

29.05 VACATION ACCUMULATION

Annual vacation shall accumulate on the following basis:

a) Full-time employees shall accumulate:

- twenty (20) working days per full calendar year of service; and,
- an additional working day of vacation for each additional year of completed service up to an aggregate of thirty (30) working days, beginning in the vacation year following the year in which they attained their 10th anniversary.

b) Temporary employees who work in excess of six (6) months and for regular part-time employees shall be pro-rated based on the full-time entitlement in Article 29.05 a) noted above per one (1) full calendar year of service. The time off for each individual employee shall be calculated in terms of actual hours worked, in proportion to the number of days' vacation.

c) Employees who return to work with the Society on a gradual (less than full-time) basis following Long Term Disability on a mutually agreed upon Return to Work Plan, vacation days shall be pro-rated based on the full-time entitlement in Article 29.05 (a) above per full calendar year of service. The time off for each individual employee shall be calculated in terms of actual hours worked, in proportion to the number of days of vacation earned.

d) Full-time employees with more than six (6) months' service on termination of employment will receive the appropriate vacation allowance on a pro-rated basis in accordance with the amount of the vacation year worked excluding unpaid leaves of absence.

e) Full-time and part-time employees with less than six (6) months' service, on leaving the Society, will be paid four percent (4%) of their actual earnings reduced by the value of paid vacation taken under Article 29.01 and 29.05.

29.06 POSTING OF VACATION SCHEDULES

The Society shall post a notice not later than November 30th of each year for the purpose of allowing each employee to signify the time at which they wish to take their annual vacation. It is agreed that each employee will notify their Supervisor of their preferred dates for their annual vacation. All annual vacation entitlement must be scheduled in the calendar year, and such notification to be given no later than December 31st of each year. Supervisors will review requests and approve vacations in accordance with the wishes of the employees and the needs of the Society; the approved vacation schedule will be posted electronically no later than January 31st of the following year.

Should two or more employees signify that they wish to take their annual vacations at the same time and the Society cannot allow all such persons to be off at the same time, consideration shall be given to the needs of the Society and the seniority of the employees in determining the schedule. It is understood that the Society will make every effort to give effect to the wishes of the employees in scheduling of annual vacation.

29.07 SALARY ADVANCE

Employees whose pay day(s) fall during their vacation period shall be paid the said salary before leaving on vacation. Employees shall give two weeks' prior notice to the Finance and Administration Department for such arrangements.

29.08 VACATION PAY FOR AFTER HOURS WORKERS

Vacation pay will be calculated and payable as of June 30th and December 31st, or on termination, whichever comes first. Payment shall be calculated based on the gross wages earned from AH service between payment dates. **After Hours Workers with less than five (5) years of service shall be paid four (4%) of their wages. After Hours Workers with five (5) or more years of service shall be paid six (6%) percent of their wages.**

29.09 ADDITIONAL LEAVE WITHOUT PAY FOR VACATION

After completion of three (3) years of employment with the Society, an employee is entitled to request two (2) weeks leave of absence without pay in addition to their annual vacation and this leave of absence may be added to the annual vacation of the employee. Such leave shall not be unreasonably withheld.

29.10 Where an employee is requested by the Society to change their approved vacation due to work related duties including attendance at court, the Society shall reimburse the employee for reasonable vacation related expenses for which receipts are provided.



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30: HOURS OF WORK & OVERTIME

- 30.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 30.02
- a) The normal work week for full-time employees shall be thirty-five (35) hours per week, Monday to Friday, comprised of five (5) seven (7) hour days. Flexible working hours may be arranged by the Team Supervisor after consultation with the employee concerned.
 - b) The normal work week for part-time employees shall be specified in writing at the time of hiring. Flexible working hours may be arranged by the Team Supervisor after consultation with the employee concerned.
 - c) For Hours of Work - Child and Youth Workers - Society Operated Group Homes see Article 31.
 - d) For Hours of Work - After Hours - See Article 32.
 - e) In the event that a day worker is out on a case after 5:00 pm and overtime applies, they shall be relieved of their duties by 10:00 pm unless mutually agreed upon by all parties.
- 30.03
- a) The term overtime shall be deemed to mean any period of time worked over and above an employee's normal work week as defined in Article 30.02.
 - b) Except in the case of emergency/unexpected overtime, all overtime shall be authorized and approved in advance by the Team Supervisor. In order for employees to receive credit for emergency/unexpected overtime worked, said overtime must be reported to the Team Supervisor within two (2) working days of its incurrence by full-time employees, and within four (4) days of its incurrence by part-time employees.
 - c) Overtime shall be recorded on the basis of one-quarter (1/4) hour for each full one-quarter (1/4) hour of overtime worked in excess of each normal working day.
 - d) For purposes of compensation, overtime shall be calculated on the following basis:
 - i) For all hours worked between the thirty-sixth (36th) and forty-fourth (44th) hours per week inclusive, one hour of compensatory time for each such hour of overtime.

ii) For all hours worked beyond forty-four (44) hours per week, one and one-half (1 ½) hours of compensatory time for each such hour of overtime.

e) Compensatory time shall be scheduled to be taken within ten (10) pay periods of the date of incurrence (according to the pay schedule) at a time mutually agreed to. If scheduled compensatory time cannot be taken due to service needs the unused compensatory time shall be compensated on the basis of one (1) hour's pay at the employee's regular straight time rate at the time it was earned, for each hour of said unused compensatory time.

f) Unused compensatory time shall be compensated with one (1) hour's regular straight time pay for each one (1) hour of unused compensatory time at the time an employee's employment by the Society is terminated.

g) Part-time employees in classifications mentioned in Article 30.02 and paid at an annual rate pro-rated hourly, will be paid at their regular pro-rated hourly rate for each hour worked up to and including forty-two (42) hours per week and will be paid overtime at the rate of time and one-half (1½) their regular pro-rated hourly rate for each hour worked over and above forty-two (42) hours per week.

30.04 The Society's business hours will normally occur within the hours of 9:00 a.m.-5:00 p.m., from Monday to Friday inclusive. These hours may be varied at the discretion of the Executive Director in accordance with service needs.

30.05 Employees shall be allowed one (1) hour for lunch each day after no more than five (5) consecutive hours of work.

30.06 Employees shall be allowed one (1) fifteen (15) minute break in each of the morning and afternoon of each normal day.

30.07 Employees who are called into work, or who have finished their regular day of work and are called in to work shall be guaranteed a minimum of four (4) hours work or pay for such (re)call.

30.08 When there is an initiative, special event, program or need for the repatriation/reunification of a child or youth in care that requires employees to perform outside of their regular duties or hours, the employer agrees to:

- a) first meet with the Union to discuss the requirements of the assignment and working conditions, hours of work and compensation, and
- b) the employer shall then communicate the requirements and working conditions of the assignment to the interested staff prior to the assignment.



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31: HOURS OF WORK - CHILD & YOUTH WORKERS - SOCIETY OPERATED GROUP HOMES

31.01

- a) Normal hours of work for full-time Child & Youth Workers - Society Operated Group Homes shall be eighty (80) hours each over a fourteen (14) day period running Saturday through Friday, comprised of ten (10) eight (8) hour shifts.
- b) Normal hours of work for part-time Child & Youth Workers - Society Operated Group Homes shall be specified at time of hiring in accordance with Article 33.02 (e).

31.02

Shift schedules shall be arranged by the Supervisor in consultation with the employees concerned.

31.03

Shift schedules for full time Child & Youth Workers - Society Operated Group Homes are to be arranged as far as possible so that:

- a) employees are not required to work consecutive holidays;
- b) employees will not be required to work shifts of more than ten (10) continuous hours' duration;
- c) employees will have at least ten (10) hours between consecutive shifts;
- d) employees are required to work no more than eight (8) evening shifts per fourteen (14) day period;
- e) employees will have the maximum number of days off to coincide with Saturday and Sunday;
- f) employees will be granted a minimum of two (2) weekends off per month (including Saturday and Sunday) per four (4) week work schedule, excluding employees who are hired exclusively to work on weekend shifts;
- g) all of the aforementioned will be distributed as equitably as possible for a six (6) month period;
- h) employees will not be required to work more than one (1) shift in a twenty-four (24) hour period.

31.04

Work schedules shall be posted three (3) months in advance of implementation.

31.05

Full-time and part-time Child & Youth Workers - Society Operated Group Homes will be paid at their regular rate of pay for each hour worked up to and including eighty (80) hours per pay period (two (2) weeks). Full-time and part-time Child & Youth Workers - Society Operated Group Homes will be paid overtime at the rate of time and one-half of their regular rate of pay for each hour worked over and above 40 hours per week. Child & Youth Workers - Society Operated Group Homes may choose to take their earned overtime as compensatory time in lieu of pay.

Said compensatory time shall be calculated on the basis of one (1) hour compensatory time for each one (1) hour of earned overtime. Compensatory time shall be taken at a time or times mutually agreed between the Supervisor and the worker but not later than ten (10) pay periods from the date it was earned.

- 31.06 Wherever possible, Child & Youth Workers - Society Operated Group Homes shall be permitted to change hours of work once scheduled with prior permission from the Supervisor. Wherever possible, requests for such change shall be made at least forty-eight (48) hours prior to such change being made.
- 31.07 Child & Youth Workers - Society Operated Group Homes who are unable to report for work as scheduled shall advise the Supervisor at the earliest opportunity prior to scheduled commencement.
- 31.08 Full-time Child & Youth Workers - Society Operated Group Homes shall have no split days off.
- 31.09 Child & Youth Workers - Society Operated Group Homes required to work on paid holidays listed in Article 28.01(a) will be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked on the holiday, and will not lose their eligibility for another day off in lieu of the holiday in accordance with Article 28.05.
- 31.10 Employees at Society Operated Group Homes shall receive a shift premium for all hours worked between 6:00 p.m. and 6:00 a.m. as follows:
- April 1, 2009 - \$1.25 per hour
 - April 1, 2012 - \$1.29 per hour
 - April 1, 2013 - \$1.33 per hour
- 31.11 When Child & Youth Workers - Society Operated Group Homes are called in to work between the following hours, or if authorized overtime ends between the following hours:
- 10:00 p.m. and 7:00 a.m. (DST)
 - 9:00 p.m. and 7:00 a.m. (EST)
- the Society undertakes to provide taxi transportation directly to and from the homes of those Child & Youth Workers - Society Operated Group Homes who do not have personal transportation. The taxi service used will be the service normally used by the Society.
- 31.12 At no time shall a Child & Youth Worker - Society Operated Group Homes work alone. There shall be a minimum of two awake staff assigned to work at all times.
- 31.13 "Call in Shifts" shall be offered on the basis of seniority.



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32: HOURS OF WORK - AFTER HOURS WORKERS

32.01 **The After Hours service provides child protection services outside of the Society's regular business hours including evenings, weekends, and holidays.**

Workers shall be compensated based on two separate rates of pay. Compensation shall either be 'ON DUTY' or 'ON CALL'.

'On Duty'

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

Hourly Rate for 'On Duty'

2024 Rate	\$42.00
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'On Call'

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

2024 Rate	\$16.00
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b) On Call hours are not considered worked time and shall not be included in overtime calculations. The On Call earnings shall, however, be included for the calculation of vacation pay and, if eligible, for OMERS purposes.

32.02 **The normal shifts for After Hours Workers shall be 5:00 p.m. until 12:00 midnight of the same day and from 12:01 a.m. until 9:00 a.m. of the same day for the following shift.**

- Friday: 5:00 p.m. to 12:00 midnight
- Saturday: 12:01 a.m. to 8:00 a.m.
8:01 a.m. to 4:00 p.m.
4:01 p.m. to 12:00 midnight
- Sunday: 12.01 a.m. to 8:00 a.m.
8:01 a.m. to 4:00 p.m.
4:01 p.m. to 12:00 midnight
- Monday: 12:01 a.m. to 9:00 a.m.

32.03 **A paid holiday will be deemed to commence at 12:01 a.m. and terminate at 12:00 midnight on the actual paid holiday.**

32.04 **Where a call in shift arises, prior consideration shall first be given to permanent AHW's in order of seniority, subject to the requirements of the Employment Standards Act of Ontario, as amended from time to time.**

32.05 **There shall be three (3) After Hours Workers scheduled for all after hours coverage needs, scheduled as follows: One "On-Duty" shift and two "On-Call" shifts.**

Where the Society deems that additional staff are required, these numbers can be adjusted by the Society.

32.06 When it is necessary for an After Hours Worker to attend at court, they shall be paid a **their hourly** rate for their attendance, inclusive of all expenses.

On-Duty Hourly Rate - \$42.00

32.07 On paid holiday shifts, After Hours Workers will be paid at one and one-half (1½) times the normal shift rate.

32.08 When the Society requires an After Hours Worker to attend meetings, supervision sessions, in-service training, appointments, etc., at a time when said After Hours Worker is not scheduled to work, they shall be paid at their hourly rate for each hour, or part thereof, spent in attending such activities:

On-Duty Hourly Rate - \$42.00

32.09 After Hours Workers, the Health Care Benefits provided in Article 34 - Employee Benefits, the Sick Leave Benefits provided in Schedule "B", Article 24 - Bereavement Leave, and Workplace Safety and Insurance Benefits, shall be administered and applied subject to the following:

a) Recognizing that After Hours Workers are regularly scheduled to work on a less than full-time basis, for purposes of benefits, they shall be deemed to be "regular part-time employees" as defined in Article 2.05.

b) All benefits shall be provided on a pro-rated basis, subject to eligibility and in accordance with Article 34 - Employee Benefits.

c) In order to be eligible for said benefits, After Hours Workers must be scheduled to work and have worked a minimum of fifteen (15) hours per week or received a minimum of fifteen (15) hours pay in lieu of actual hours worked. Minimum hours are based on an average number of scheduled hours over a four (4) week period.

d) For purposes of calculating Sick Leave and Workplace Safety and Insurance Benefit, one full eight (8) hour shift shall be deemed to equal one full working day.

e) While the After Hours Worker is on an approved sick leave, family leave, union leave, medical appointments, health related counselling or treatment appointments, or Worker's Safety and Insurance Benefits, the After Hours Worker shall be paid for the shift that they would have been scheduled to work in accordance with current needs and would otherwise have worked if they had not gone on leave, until such time as all unused credits are exhausted, subject to Article 14.

f) For purposes of bereavement leave, an After Hours Worker shall be paid for the shift that they would have been scheduled to work in accordance with current needs and would otherwise have worked if they had not gone on leave, up to three (3) days from work subject to the

terms of Article 24.

g) In recognition that it is difficult to schedule time off during the Christmas and New Year's break, After Hours Workers shall be able to take the float day referred to in 28.01(b) during the months of December and January.

h) After Hours Workers who are hired on a permanent part-time basis and who demonstrate proof of extended health and dental benefits coverage from their primary employer may opt out of benefits with CCAS in lieu for eight (8%) percent of their wages in lieu of extended health and dental benefits, life insurance, long-term disability, and AD&D.



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33: WAGES

33.01 Schedule "A" hereto attached headed WAGES AND CLASSIFICATIONS is hereby made part of this Agreement and is based upon the following agreement:

- An economic wage increase will be applied to the salary rates for the Child and Family Service Job Class, Child and Youth Job Class, Health Care Support Job Class, After Hours Job Class and Social Service Assistant Job Class, Administrative and Maintenance Employees Job Classifications as described in Schedule "A":

- **April 1, 2023 – 5%**
- **April 1, 2024 – 3%**
- **April 1, 2025– 3.5%**

33.02 At the time of hiring, each new employee shall receive a letter including the following information:

- a) their starting salary;
- b) when applicable, their hourly rate of pay;
- c) their classification according to Schedule "A";
- d) a statement including a general description of the job for which they have been hired. Said description is not to be misconstrued as a job description and is not grievable;
- e) when applicable, the number of hours per week or the number of shifts per week or the number of shifts per fourteen (14) day period the employee will be regularly required to work.

Failure to provide such letter to the new employee is grievable.

33.03 The Society shall calculate the bi-weekly gross pay amounts by dividing the annual salary by 26.1. This will result in a consistent bi-weekly pay and the bi-weekly gross pay will remain the same regardless of the number of pay periods in any given year, exclusive of increments and salary adjustments applied to the Bargaining Unit.

33.04 The Society agrees to maintain information with respect to each member of the Bargaining Unit regarding a record of authorized compensatory and vacation time available. The Society further agrees that each Bargaining Unit member will have access to their respective record of authorized compensatory and vacation time. Such information shall be available online.

33.05 **ELECTRONIC PAY STATEMENTS**

The Society shall provide electronic Pay Statements bi-weekly to all Bargaining

Unit staff so that they will be able to access pay statements on line instead of receiving a paper statement. A request from members on leave for a hard copy of their pay stub shall not be denied.

33.06 Employees can request a hard copy of their T4 via e-mail to the attention of the Payroll Supervisor if required.



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34: WELLNESS AND EMPLOYEE BENEFITS

34.01 HEALTH SPENDING ACCOUNT

The parties are committed to creating a workplace culture that supports wellness of all individuals working within the child welfare sector and agree that nurturing and caring for ourselves and one another are fundamental to the creation of an environment that enables quality service to children, youth and families.

Therefore, a Health Spending Account will be provided to active full-time and regular part-time employees. In addition, it will be provided to employees who are on:

- Pregnancy and /Parental Leave - Article 23;
- Compassionate Care Leave - Article 22.06;
- Other Unpaid Leaves - Employment Standards Act - Article 22.05;
- WSIB;
- LTD to a maximum period of four (4) years.

The Health Spending Account will be provided subject to the following conditions:

HSA deposit
\$1150.00 Effective April 1st, 2024 and each year thereafter

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

- have a one-year roll-over consistent with CRA rules may be accumulated in a health spending account;
- facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules;
- be administered by the Society's benefits providers in accordance with the terms and conditions of their plans;
- be subject to CRA rules and requirements, including its definitions regarding eligible expenses, attached hereto as "Schedule C".

* Note: The table above includes the \$500 identified in Benefits (Consensus Agreement #11 b, signed June 4, 2011)

34.02 (a) HEALTH BENEFITS

The Society agrees to provide all health and dental benefits outlined in the master policy with the insurance carrier, and outlined in the employee benefits handbook, available to:

- i) EMPLOYEES HIRED FOR SIX (6) MONTHS OR MORE and their eligible dependents;
- ii) REGULAR PART TIME EMPLOYEES and their eligible dependents:
 - a) The Society will provide (subject to eligibility) benefits outlined in this article pro-rated for regular part-time employees;
 - b) It is understood and agreed that employees who as of June 1, 1988 work less than full time hours, but are deemed to be full-time employees, shall retain their status as full-time employees for the purposes of Employee benefits only.
- iii) AFTER HOURS WORKERS and their eligible dependents. The Society will provide (subject to eligibility) benefits outlined in this article on .7 pro-rated basis for After Hours;
- iv) CASUAL EMPLOYEES - Casual part-time employees and employees hired for not more than six (6) months are eligible only for those benefits prescribed by law. Such benefits shall be provided on a pro-rated basis subject to eligibility.

A copy of the master policy will be provided to the Union. While the Union acknowledges the Society's right to change the carrier, the coverage(s) and level of coverage(s) may not be reduced beyond what is presently enjoyed.

34.02 (b) ELIGIBLE DEPENDENTS

Eligible dependents i.e. spouse, significant other and/or child shall be as defined in the employee benefits handbook as follows:

- i) Your spouse, if you are legally married or if not legally married, you are living in a common-law relationship. Only one spouse will be considered at any time as covered under the group contract;
- ii) Your unmarried child under age 21;
- iii) Your unmarried child, age 21 and older who maintains a full-time status with an accredited educational institution to a maximum age of 25 effective January 1, 2019;
- iv) Your unmarried child (regardless of age) became totally disabled while eligible under ii) or iii) above and has been continuously so disabled since that time and is considered a dependent as defined under the Income Tax Act.

- 34.02 (c) GROUP LIFE, AD&D, HEALTH & DENTAL INSURANCE PREMIUM
The Society agrees to pay 100% of the premiums applicable for single and family group insurance coverage for all eligible employees.
- 34.02 (d) MAJOR MEDICAL
Major medical benefits shall include drug coverage for drugs that legally require a prescription on the first \$5,000 of eligible expenses per insured family member per calendar year as follows:
- Effective January 1, 2015 - Mandatory Generic Substitution - 100% coverage for generic drugs
Effective January 1, 2015 - Brand Name Drugs - 75% coverage
- Where medically necessary, employees would be provided with 100% coverage of brand name drugs upon receipt of approval from Green Shield after employee submits the Health Canada Vigilance Adverse Reaction Reporting Form to Green Shield.
- 100% coverage for eligible expenses greater than \$5,000 per insured family member per calendar year (Note: When the employee is out-of-pocket to a maximum of \$1,000 per insured family member per calendar year)
- Orthotics to the current reasonable and customary limit of \$450.00
- 34.02 (e) HEARING AIDS
April 1, 2017- \$2,000 every two years
- 34.02 (f) DENTAL
The Society agrees to enhance the dental plan to include coverage for basic dental at 100% coverage and crowns and/or orthodontic at 60% to an annual maximum of:
- April 1, 2017- \$2,700
- Reimbursement shall be based on the Current Ontario Dental Association Fee Guide.
- 34.02 (g) VISION CARE/LASER SURGERY
Vision care benefits shall be every two years for adults or every twelve (12) months where there has been a change in prescription only, and every year for each child with 100% coverage OR for laser eye surgery to a maximum not to exceed **\$550** effective April 1, **2024**.
- In addition, benefits for the cost of annual eye examinations shall be provided up to **\$100.00** with 100% coverage.
- 34.02 (h) PARAMEDICAL BENEFIT
Paramedical benefits shall include services rendered by a Registered Acupuncturist, Dietician, Naturopath, Massage Therapist, Social Worker,

Psychologist, Chiropractor, Osteopath, Podiatrist/Chiropractist, Speech Therapist, Physiotherapist, **Psychotherapists** and Homoeopathic services to a maximum of \$800 per year per practitioner effective April 1, 2009.

34.02 (i) DEDUCTIBLE

Major medical and dental benefits shall be subject to once per annum a deductible of \$25 for single coverage and \$50 for family coverage.

34.03 GROUP LIFE INSURANCE

Group life insurance at an amount equal to two and one half times (2½ X) annual salary shall be provided by the Society.

34.04 EMPLOYER HEALTH TAX

The Society agrees to pay 100% of the Employer Health Tax for all full-time employees.

34.05 O.M.E.R.S.

Membership in O.M.E.R.S. is mandatory for all full-time employees from commencement of employment and optional for part-time employees who meet the criteria established under the current Pension Benefits Act of Ontario. O.M.E.R.S. contributions will be made as provided in accordance with the current O.M.E.R.S. Act.

34.06 SICK LEAVE

Schedule "B" attached hereto and forming part of this Agreement outlines the provisions and conditions relating to sick leave for employees.

34.07 WORKPLACE SAFETY & INSURANCE ACT

The Society agrees to cover all employees under the Workplace Safety & Insurance Act.

(a) WORKPLACE SAFETY & INSURANCE ACT
(CONSENSUS AGREEMENT #12, signed June 4, 2011).

An employee may access uninsured sick leave credits, subject to the terms and conditions of the applicable Society policies and/or Collective Agreement, until such time as the employee's claim for benefits is approved by WSIB. Any sick pay provided to the employee is considered to be an advance on their WSIA benefits and, if the employee is awarded WSIB benefits, that advance will be considered an overpayment owing by the employee to the Society. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Society and to ensure that the WSIB reimburses the Society for the overpayment.

(b) The Society agrees to top up WSIB benefits to the equivalent of 100% of the employee's regular salary at the time of injury/illness while the employee is receiving WSIB. Once the employer begins to receive more than 100% of the employee's regular salary at time of injury, the cost of Living Adjustment provided by WSIB will be passed on to the employee.

34.08 HEPATITIS A & B

Employees will be reimbursed for the cost of the Hepatitis A and B vaccinations under the Society's Health Plan providing that the costs cannot be covered

under OHIP or public health. Coverage shall include family members.

34.09 MEDICAL CERTIFICATES

Where an employee is required to produce a medical certificate or report for employment purposes, the employee shall be reimbursed the cost, if any, of obtaining such certificate or report upon submission of a receipt substantiating costs incurred.

34.10 BENEFITS DURING A LEGAL STRIKE

The Society agrees to continue Extended Health and Dental benefit coverage in the event of a legal strike or lockout. The Society agrees to continue Life Insurance coverage to the end of the month in which a legal strike or lockout occurs. The cost of said coverage shall be reimbursed to the Society by CUPE.

Long-Term Disability Accidental Death and Dismemberment coverage will end at the commencement of a legal strike - or lockout.

The Society and Union agree at the time No Board Report is filed the parties will meet to discuss:

- Terms of benefit continuation for extended health and dental benefit coverage;
- Billing and reimbursement process between the Society and Union.

34.11 GROUP HOME AND AUTO INSURANCE PLAN

The Society agrees to maintain a voluntary Group Home and Auto Insurance Plan, in accordance with the Plan Administrator and subject to terms of the master contract.

34.12 CAA

The Society shall obtain a group plan from CAA provided employees pay all enrollment and premium costs.

34.13 FITNESS CLUB MEMBERSHIP

In order to support employees with their health and well-being, the Society will undertake to obtain corporate discount fitness club membership agreements with two leading fitness clubs in Toronto. The Society will administer a payroll deduction program where made available by the respective fitness club.

34.14 VOLUNTARY GROUP REGISTERED RETIREMENT SAVINGS PLAN

The Society agrees to maintain a voluntary Group Registered Retirement Insurance Savings Plan, in accordance with the terms of the Plan Administrator. The Society agrees to make bi-weekly deductions from the employee's payroll and make deposits to the plan on behalf of those employees enrolled in the plan and to advise the employees of the terms of the Plan.

34.15 OPTIONAL LIFE AND AD&D INSURANCE

The Society will maintain an optional group Life and AD&D Insurance Plan where premiums are paid by the Employee.

34.16 CANADA SAVINGS BONDS

The Society will maintain the option for employees to contribute to Canada Savings Bonds through payroll deductions.

34.17 SELF-FUNDED RETIREES PLAN

Effective October 1, 2011 early retirees and retirees with less than ten (10) years' service who do not qualify for retiree benefits may apply for coverage under a self-funded Benefits Plan.

34.18 BENEFITS FOR RETIREES

Extended Health and Dental Benefits for Employees who Retire on or after January 1, 2018.

April 1, 2018 - \$2,500

The Society shall provide Extended Health and Dental Benefits for employees retiring from the Society with over ten (10) years of continuous service who are immediately commencing their OMERS pension.

A retiring employee's benefit coverage level of Single/Family at the date of retirement remains unchanged upon retirement. The maximum annual limit for all retiree benefits under the Extended Health and Dental plan will be \$2,500 per retiree, which is inclusive of all claims for any eligible dependents, if the retiree has Family coverage on the date of retirement. Dental coverage continues only to age 65. Eligible dependents are defined in accordance with Article 34.02 b).

Subject to the maximum annual limit applicable to all retiree benefits, Extended Health and Dental benefits coverage levels shall be the same as those provided to active employees pursuant to the Collective Agreement. The retiree's benefit coverage will be fixed at the level in effect on the date of retirement. The Society may change the provider of the Extended Health and Dental benefits for retirees at any time, provided that the level of coverage(s) may not be reduced.

In addition to the Society paid benefits described above, a retiree will be provided the option to purchase continued coverage under the Employee Funded Optional Semi-Private Hospital Program, if the retiree was participating in that program on the date of retirement. The Society will advise the retiree each year of the cost to the retiree to continue to purchase this benefit.

Life Insurance for Employees who retire on or after January 1, 2018 and up to March 31, 2025.

The Society shall provide life insurance coverage for employees retiring from the Society who are immediately commencing their OMERS pension. This life insurance is underwritten by the Society's provider, which is subject to change by the Society provided that the level of coverage(s) may not be reduced.

Premiums for life insurance coverage is paid by the Society.

The Society will provide T4A to each retiree annually for the taxable benefit as per CRA requirements.

Life Insurance for retirees with ten (10) years or more service

The amount of life insurance coverage will be two and one-half times (2½x) the retiree's annual lifetime OMERS pension payable at age 65. This amount will be reduced, at age 65, by 16% of the amount in pay on your 65th birthday. The same reduction will be applied on each birthday, each successive year to age 69, subject to a minimum level of coverage, which is greater of i) 40% of the retiree's annual lifetime OMERS pension and ii) \$1,000.

Life Insurance for retiree's with less than ten (10) years' service

The amount of life insurance coverage will be two and one-half times (2½x) the retiree's annual lifetime OMERS pension payable at age 65. This amount will be reduced, at age 65, by 17% of the amount in pay on the retiree's 65th birthday. This same reduction will be applied on each birthday each year to age 69, subject to a minimum level of coverage, which is the greater of i) 30% of the annual lifetime OMERS pension and ii) \$1,000.

The Society will issue an annual T4A in respect of the premium it has paid for life insurance coverage in the prior tax year for each retiree, as per the life insurance description noted above.

34.19

Out of Country Emergency (New)

CCAS is committed to include as part of this package proposal an additional benefit of Emergency Out of Country travel insurance.



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APRIL 1, 2023 to March 31, 2026

35: ACCOMMODATION OF DISABILITY IN THE WORKPLACE & RETURN TO WORK

35.01 The Catholic Children's Aid Society of Toronto and CUPE Local 2190 recognize the responsibility and legal obligation, under the Ontario Human Rights Code, any other relevant legislation as may be amended from time to time, and the Society's Policies to:

- accommodate persons with disabilities and undertake initiatives to identify and remove systemic and structural barriers that restrict access to, and limit opportunities of employees and potential employees to full and equal participation, and
- re-integrate employees back into the workplace who have suffered a permanent or partial injury or illness.

Accommodation includes but is not limited to the design and adaptation of the work environment to the unique needs of each person and refers to what is required in the circumstances of each case.

Therefore the Society is committed to:

- an equitable work environment where all are treated with dignity, fairness and respect;
- partnership between the employee with the disability/illness and the employer; and when the accommodation involves a Bargaining Unit staff member, CUPE Local 2190;
- respect the right of the individual to privacy and confidentiality;
- returning employees to work who have been off due to injury, accident or illness as quickly as possible.

For the purpose of this Article, the definition of "Disability" includes "Conditions that have developed over time, those that result from an accident or those that have been present from birth. This may include physical, mental and learning disabilities and conditions that are non-evident".

35.02 The Accommodation Process is the:

1. Identification of a need for accommodation, which includes provision of relevant medical information or other expert opinion, where appropriate and as needed;
2. Assessment process, which includes examination of the position, employee's unique needs and requirements and all possible solutions;
3. Review of options for accommodation in the following manner and sequence:
 - i) the Employee shall be returned to their same position, and location where possible, with or without modification or accommodation;
 - ii) a comparable vacant position at same level and job class, with or without modification or accommodation;
 - iii) a suitable available position at a different level and job classification with or without modification.
4. Development and implementation of an individual accommodation plan which includes the employee, their union representative and the Society;

5. Implementation, monitoring and evaluation of the Accommodation program.
6. The Society must comply with the duty to accommodate up to the point of undue hardship in accordance with the Human Rights Code.



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APRIL 1, 2023 to March 31, 2026

36: REIMBURSEMENTS

36.01

a) MILEAGE

Mileage rates paid to employees using their own cars on Society business with the approval of the Team Supervisor shall be:

Effective April 1, 2023 – \$.58

Effective April 1, 2024 – \$.62

Effective April 1, 2025 – \$.64

The insurance subsidy shall be included on employees' first pay of each month.

b) INSURANCE REIMBURSEMENT

Employees using personal cars for Society business shall have and maintain a third-party liability policy in the amount of one million dollars (\$1,000,000) public liability and property damage. The policy and premiums for such insurance shall be supplied by the employee. The Society agrees to reimburse the cost of such business use policy in recognition that the premium is greater than that required for personal use as follows:

\$40.00

The insurance subsidy shall be included on employees' first pay of each month.

c) Employees in an Administrative Support and/or Maintenance classification who are not required but who use their personal cars for Society business, upon approval from their supervisor, will be required to comply with Article 36.01 a) and b) and shall be entitled to claim mileage and insurance reimbursement at the amounts agreed to in Article 36.01 a) and b) each month in which their personal car was used.

d) SEAT BOLTS

Employees required to carry infants and toddlers must provide a bolt for attachment of the infant and toddler seats. The Society shall reimburse the employee for the cost of seat bolt installation.

36.02 MEALS AND OTHER EXPENSES

When an employee incurs meals or other legitimate expenses in the course of the fulfillment of their job, the Society shall pay for said expenses and such payment shall not be unreasonably withheld.

36.03 RENTAL VEHICLES

The Society will provide an agency vehicle or rental car calculated on the basis of one (1) day for each 250 km travelled.

36.04 VANDALISM

Should an employee's car be vandalized while the employee is providing direct

service to clients in the normal course of their duties, the employee will advise their supervisor within two (2) working days of the incident and the resulting damage. Consideration may be given, subsequent to review and the recommendation of the Manager, to reimburse the employee of the cost of any repairs not otherwise paid for by any other source. In such cases the employee will provide the Society with information respecting their comprehensive car insurance claim and proof they have submitted an insurance claim. Where the filing of an insurance claim has an adverse impact on an employee, the Society shall reimburse said employee for the cost of repairs to a maximum of \$1,500 effective April 1, 2009.

The Society may require estimates for the costs of repairs of the damage. The Society agrees to compile a list of all reports and status of such reports and provide a copy of this list to the Union.

36.05 TOLL HIGHWAYS

The Society undertakes to cover the cost of travel expenses on toll highways (e.g. #407) for Bargaining Unit members during the course of their duties provided that:

- time and distance saved offsets the cost of using the toll highway;
- employees will submit a copy of the bill highlighting related specific trips, dates travelled and purpose of trip;
- employees will submit along with their mileage claim to their supervisor for approval on a monthly basis.

In situations where the employee's work requires regular use of Highway 407, the Manager may approve the reimbursement of the cost of the transponder purchased by the employee.

36.06 SOCIETY VEHICLES

The Society agrees to maintain the following items in each of the Society's vehicles. Please note that the items may change in the event that the Society identifies other items to be superior:

- Flashlight;
- Blanket;
- "Call Police" sign;
- Sand;
- Shovel;
- Safety flares;
- Windshield washer fluid;
- Windshield brush/scrapper;
- Jumper cables;
- First aid kit.

This article in no way infringes upon the responsibilities of the Joint Health & Safety Committee.



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37: CELLULAR PHONES

37.01 In the interest of ensuring greater protection, safety and efficiencies for all Bargaining Unit staff, the Society and the Local agree to the following conditions with respect to the purchase of cellular phones and services.

a) The Society will reimburse the employee \$50.00 per month

- upon receiving proof of purchase of a cell phone and providing that the cell phone number is on record with the Society, reimbursement will be added to the employee's regular paycheques;
- for the cost of long-distance calls which are related to emergencies or personal safety while conducting Society business upon submission of the long distance phone bill ;
- reimbursement of long-distance emergency calls will be out of petty cash.

The employee will be responsible:

- for the purchase and maintenance of the cell phone;
- to pay all monthly costs directly to the supplier;
- to pay the extra per minute charge should the number of total usage minutes be greater than the monthly allowance;
- for all charges related to personal use of the cellular phone;
- to notify their Supervisor via e-mail when they want to join the plan and/or discontinue the plan with a copy to Human Resource Services and Accounting within 1 month.

b) The Society will pay \$25.00 towards the purchase of hands-free cell phone equipment on a one-time basis per cell phone purchased upon receiving proof of purchase from the employee.

c) In the event the Society issues a cell phone, it is understood that a reimbursement for any costs for use of personal cell phone are no longer applicable.

37.02 In the interest of ensuring greater protection and safety for the After Hours Workers, the Society will provide all After Hours Workers with a "smartphone."

37.03 Where the Society determines that administrative and maintenance employees are required to have a cell phone, they shall be reimbursed in accordance with Article 37.



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38: RECOGNITION OF LONG SERVICE

38.01 It is the policy of the Society to formally acknowledge those members of staff whose personal contribution extends over many years.

An employee who completes five (5) years of continuous service with the Society and in each fifth (5th) year thereafter, shall receive a memento of the occasion as determined by the Society.

Arrangements for the presentation should be in keeping with the intent, which is to give public recognition to staff members who have provided service to the Society over many years.

38.02 Employees will receive a paid leave of absence(s) as recognition upon completing the respective years of service as follows:

- Twenty (20) years of service – one (1) weeks' leave of absence with pay;
- Twenty-five (25) years of service – two (2) weeks' leave of absence with pay;
- Thirty (30) years of service – three (3) weeks' leave of absence with pay;
- Thirty-five (35) years of service – four (4) weeks' leave of absence with pay;
- Forty (40) years of service – five (5) weeks' leave of absence with pay.



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39: JOB SECURITY/JOB SECONDMENT

- 39.01 The Society shall not assign duties normally performed by employees who are members of the Bargaining Unit to employees of the Society who are not members of the Bargaining Unit.
- 39.02 Where an employee is placed on a temporary assignment, the employee shall have the right to the same position, and location where possible, within the Bargaining Unit, provided the employee returns within twenty-four (24) months and provided that such position still exists. In the event the employee's position no longer exists, the employee shall be assigned to another Bargaining Unit position pursuant to Article 40.01 of the Collective Agreement.

SECONDMENT

- 39.03 Where an employee is placed on a secondment outside of the Society the application of the Collective Agreement shall be limited to Articles 4, 9, 10, 11, 33 and 34 unless said articles conflict with the terms of the secondment agreement.

Subject to the terms of the secondment agreement, the employee shall have the right to the same position and location where possible within the Bargaining Unit, provided the employee returns within one year and provided such position still exists. In the event the employee's position no longer exists at the time the employee returns to the Bargaining Unit, then the employee shall be returned to the Bargaining Unit pursuant to Article 40.01 of the Collective Agreement. For seniority, refer to Article 14.01 (iv) e). This one (1) year window may be extended by twelve (12) months subject to mutual agreement of the parties.



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40: LAY-OFF AND RECALL

40.01 For the purpose of lay-off and recall, seniority shall operate on a Bargaining Unit wide basis with the exception of casual part-time employees as defined in Article 2.06. Lay-off shall be in reverse order of seniority and recall shall be in order of seniority as long as the employee retained or recalled has the necessary skills and qualifications to perform the work.

When lay-off is necessary, the affected employee is the employee with the least seniority in the job class as per Schedule "A". No permanent employee shall be laid-off while there are temporary, contract, or probationary employees in the same job class. For the purposes of this article, it is agreed that the After Hours Job Class is included in the Child and Family Job Class.

40.02 An Employee in receipt of notice of lay-off shall have the right to:

- a) displace the employee with the least seniority in the Bargaining Unit. An Employee so displaced shall be considered to have received notice of lay-off, OR
- b) elect to accept the lay-off and retain recall rights for a period of twenty four (24) months and one (1) day, OR
- c) accept the lay-off, waive the right to recall, resign, and receive termination pay, and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

40.03 a) An employee who refuses recall to a position other than their own may choose to remain on lay-off for the remainder of the recall period;

b) An employee who accepts recall to a position other than their own shall retain the right of recall/return to their own position should it become available within the original recall period.

40.04 Notwithstanding Article 40.02, the affected worker may be transferred to fill a vacant position in order to avoid displacement.

40.05 New employees shall not be hired until those laid off have been given an opportunity of recall.

40.06 a) The Society will notify employees of a pending layoff at the earliest possible date but not less than twelve (12) weeks prior to the date of layoff. The Society will notify the Union prior to giving notice to affected employees.

A meeting shall be held between the Union and the Society within fifteen (15) working days of the notice to the Union in order for the Union to make representation. The Society agrees that, prior to an actual layoff, it will use every reasonable effort to assist employees affected by a layoff to find alternative employment;

b) When an employee with five (5) or more years of service is to be laid off, the employee shall be allowed to use up to ten (10) working days to attend to personal matters and to engage in a job search. Such days shall be taken within the first two (2) months after the notice has been received, unless otherwise mutually agreed.

40.07 Subject to the terms of the particular benefit plans, employees on layoff shall have the right to continue coverage for said benefits through direct payment of premiums. The Society shall not be responsible for failure of payment of premiums by the employee nor any cancellation, disqualification or reinstatement of benefits as a result thereof. Loss of benefits for failure to remit premiums shall not be the subject matter of a grievance or arbitration.

40.08 Where the Society intends to effect a layoff in accordance with this Article, the Society agrees to meet with the Union and the affected employee(s) in order to discuss the affected employee's rights pursuant to Article 40.02 or any possible transfer pursuant to Article 40.04.



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41: TERMINATION OF EMPLOYMENT

- 41.01 Unless otherwise agreed to, when employment is terminated by the employee, they shall give at least one (1) months' notice in writing. Where it is necessary for an employee to terminate employment due to illness, accident, or death in the family, then they shall give notice as soon as possible to the Society and the ordinary time limits for notice of termination shall be waived.
- 41.02 Upon termination of employment, the employee agrees to co-operate with the Society in preparation of testimony and will act as a Society witness in child protection cases from their former caseload and/or civil suits where the Society counsel has deemed their testimony is critical to the outcome. The employee will be paid an hourly rate based on the salary step the employee was placed on as of the date of resignation.



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42: ORGANIZATIONAL CHANGES

42.01 ORGANIZATIONAL CHANGES (Consensus Agreement #15, signed June 4, 2011).

- a) i) The Society shall give the Union a minimum of two (2) months' notice in the event the Society has determined a reduction in Bargaining Unit employees and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of Bargaining Unit members.
- ii) The Society shall give the Union timely notice of any decision that may lead to reassignment of Bargaining Unit members to positions with a different job title or another service or location.
- b) The Society shall meet with the Union within fifteen (15) working days of the notice at which time the Society shall advise the Union of its plans.
- c) The Society and the Union will continue to meet on an ongoing regular basis to minimize impact on service.



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43: TECHNOLOGICAL CHANGE

Technological change at the Society pertains to the introduction of information technology, equipment and related processes that affect the work undertaking or business carried on by the Society.

43.01 Notice

- a) The Society recognizes that this may have an effect on employees and the systems that support the work they do and agrees to notify the Union as far in advance as is practicable of its intent to introduce such changes and to meet with the Union Executive;
- b) At any such meeting, the Society will provide the Union with information as to the nature of the changes and the employees likely to be affected by such changes;
- c) The Society will also advise the Union of the effect, if any, the change may have on the working conditions and terms of employment of the employees affected;
- d) By the same token, the Society agrees to meet with the Union Executive, during the term of the Agreement and following reasonable notice, for the purpose of discussing any concerns the Union may have with respect to the introduction of significant technological changes which may have any affect on employees.

43.02 Training

- a) The Society recognizes that there are individual learning curves and is, therefore, committed to providing opportunities for learning which include on the job training for employees who are affected by technological change;
- b) Employees will be required to use the designated technology once the training has been provided;
- c) Time devoted to training due to the introduction of technological change, which has been approved by the Society, shall be considered as time worked.

43.03 Redeployment

- a) An employee whose position is declared abolished and, therefore, is rendered redundant or displaced from a job as a result of technological change, shall be treated in accordance with Article 40 - Lay-Off and Recall;
- b) Every attempt shall be made to avoid lay-off due to the introduction of technological change;
- c) No employee who is displaced from their job due to the introduction of significant technological change will suffer a reduction in salary rate as a result of this change.



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44: INDIVIDUAL CONTRACT

- 44.01 The contract person shall be deemed to mean any individual who provides service to clients and who is retained for purposes of: a specific project of non-recurring kind, or a project where outside funding is received to support an initiative of the Society and who is under a contract with a specified termination date, not to exceed twelve (12) months. The Society shall not assign duties normally performed by employees who are members of the Bargaining Unit to contract persons.
- 44.02 Funding for contract persons shall be exclusive of "base" Ministry funding.
- 44.03 (a) Where the duration of the contract is up to and including twelve (12) months, the incumbent may be terminated without regard to seniority notwithstanding Articles 14 and/or 40;
- (b) Where the duration of the contract exceeds twelve (12) months, the incumbent shall be credited with seniority accrued retroactive to date of commencement of the contract and shall be deemed to be permanent and shall be entitled to all provisions of this Collective Agreement;
- (c) Seniority accrued under this Article shall be applicable for purposes of Article 15 only.
- 44.04 (a) Contract employees shall be terminated upon early cancellation of the project, or upon completion of the specified task or the project or upon four (4) weeks' notice of either party. There shall be no right to grieve such termination;
- (b) (i) Where the Society would have grounds to take action with respect to a Contract Person and such action would be construed as discipline or dismissal had the Contract Person been an employee within the Society's establishment, that contract person shall have the right to grieve whether or not the Society had grounds to take such action;
- (ii) It is further understood and agreed that where the Society has established that it had grounds to take such action that would have otherwise have been deemed to be grounds for discipline or dismissal, had the contract person been an employee within the Society's establishment, the contract person shall not have the right to grieve or otherwise challenge the nature, extent, or the appropriateness, implied or otherwise, of the action taken;
- 44.05 Persons engaged pursuant to this Article shall receive compensation and benefits as per the Collective Agreement.

- 44.06 Any contract person shall not be eligible to apply for any position until ten (10) weeks prior to termination date of their contract.
- 44.07 Hours of Work and Overtime - shall be determined in accordance with the terms of the contract negotiated between the Society and the contract person and where applicable shall be consistent with Article 30, 31 or 32.
- 44.08 It is further understood and agreed that the following provisions of the Collective Agreement shall apply:

ARTICLES

- 1- Purpose
- 2- Recognition
- 3- Safe, Healthy & Respectful Workplace
- 4- Relationship
- 5- Management Rights
- 6- Local Representation
- 7- Management/Union Meetings
- 8- No Strikes/No Lockouts
- 9- Grievance Procedure
- 10 - Policy Grievances
- 11 - Arbitration
- 12 - Discharge or Suspension Cases subject to 45.05
- 13 - Time Limits
- 14 – Seniority
- 15 - Newly Created Jobs, Vacancies, Promotions and Transfers
- 19 - Employee Files
- 20 - Performance Evaluations
- 21 - Staff Development
- 22.04 - Family Leave
- 22.06 - Compassionate Care, Family Care for Children and Family Caregiver for Adults Top-Up
- 23 - Pregnancy and Parental Leave
- 24 - Bereavement Leave
- 25 - Jury Duty
- 26 - Employee Protection
- 27 - Workload Management
- 28 - Paid Holidays
- 29 - Vacations with Pay
- 34 - Wellness and Health Benefits
- 36 - Reimbursement
- 37 - Cellular Phones
- 44 - Individual Contract
- 45 - Retroactivity
- 47 - Term of Agreement

Schedule B - Sick Leave

All Letters of Understanding

44.09 Save as expressly provided by the Article 44, no other terms or conditions of the Collective Agreement shall apply to any persons retained on individual contracts.



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45: RETROACTIVITY

45.01 Retroactivity will be to the date of ratification, unless otherwise stated.



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46: PROCESS OF PDT REFERRAL TO LOCAL TABLES AND DISPUTE

The following is an extract from the Provincial Discussion Consensus Agreement signed on June 4, 2011 (Consensus Agreement # 16)

- a) The Employer's group shall forward a copy of this agreement to the Executive Directors of all represented Employers and shall unanimously recommend that it be accepted by each Society. Each Union shall forward a copy to their local Presidents and shall unanimously recommend that it be accepted by each local union. The parties shall agree on a joint release date;
- b) Each Employer and Local that opts into the agreement will unanimously recommend ratification of the terms in Parts [TBD] above by their local principals;
- c) Where there is a dispute between local parties regarding the incorporation of any term(s) of this Consensus Agreement into a local Collective Agreement, the Employers group and Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute;
- d) Where there is a dispute regarding language issues that are included in a Collective Agreement by virtue of the PDT agreement the provisions of the local Collective Agreement shall be used to resolve such disputes;
- e) Where there is a dispute between the Employers group and Union group parties to this Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local Collective Agreement such that Part 16(d) applies to it, the dispute shall be referred to final and binding arbitration as follows:
 - i) A labour arbitrator will be selected by mutual agreement of the parties within thirty (30) days of the dispute arising. If agreement cannot be reached then, within that thirty (30) day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement;
 - ii) Where the parties agree, the arbitrator may act as a "mediator-arbitrator";
 - iii) The arbitrator will have the same powers and authority as set out in section 48 of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- f) If the parties are unable to agree on an arbitrator as per e) i) above, the parties agree to appoint as arbitrator the person named by the Minister of Labour or their designate.



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APRIL 1, 2023 to March 31, 2026

47: TERM OF AGREEMENT

- 47.01 Subject to agreement of all outstanding items, the terms of this Collective Agreement shall remain in full force and effect from **April 1, 2023 to March 31, 2026** inclusive.
- 47.02 This agreement shall be renewed automatically unless either party gives to the other notice of desire to negotiate amendments hereto. Such notice shall be given in writing, not more than ninety (90) days and not less than thirty (30) days before the expiry day of this Agreement. Within fifteen (15) days after notice is given, negotiations shall commence. In the event of such notice, all conditions of this Agreement shall remain in effect until a new Agreement is signed or until the conciliation process is completed and the Local is entitled by law to commence a legal strike and the Society is entitled by law to conduct a legal lock-out.

SCHEDULES





Catholic Children's Aid Society of Toronto

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SCHEDULE "A": ADMINISTRATIVE AND MAINTENANCE JOB CLASS – DEFINITION

Schedule A: Administrative and Maintenance Job Classifications

Administrative and Maintenance Job Class

Positions are responsible for providing support in the delivery of the Society's administrative and service programs. Disciplines or occupations in this category include service, legal and corporate administrative roles, clerical, finance, information technology, systems development and programming, building maintenance, car maintenance and transportation.

Positions are not authorized to provide direct services under the mandate of the Child, Youth and Family Services Act or plan, develop and control Society programs and/or contribute to policy formulation and/or supervise others.

Note: Any employee promoted from one salary grade to a higher salary grade will be placed one grade higher than their current rate, or the first step of the salary grade whichever is higher as per the Society's practice.



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SCHEDULE "A": APRIL 1, 2023 ADMINISTRATIVE AND MAINTENANCE STAFF SALARY GRID

Schedule A: Administrative and Maintenance Job Classifications

Administrative and Maintenance Job Class

SCHEDULE A -- CATHOLIC CHILDREN'S AID SOCIETY OF TORONTO					
April 1, 2023-2026 -- Administrative Support and Maintenance Staff Salary Grid					
Grade		April 1, 2023 5%	April 1, 2024 3%	April 1, 2025 3.5%	Job Title
A	Minimum	\$42,492.65	\$43,767.43	\$45,299.29	General Clerical Assistance
		\$44,192.19	\$45,517.95	\$47,111.08	
		\$45,959.87	\$47,338.67	\$48,995.52	
		\$47,797.87	\$49,231.81	\$50,954.92	
	Maximum	\$48,867.80	\$50,333.83	\$52,095.51	
B	Minimum	\$45,043.57	\$46,394.88	\$48,018.70	Stationery/Mail Clerk
		\$46,844.79	\$48,250.13	\$49,938.88	Admin Assistant - Clerical
		\$48,718.51	\$50,423.66	\$52,188.49	CPIN Scanner
		\$50,666.86	\$52,186.86	\$54,013.40	
	Maximum	\$51,799.51	\$53,353.49	\$55,220.86	
C	Minimum	\$47,788.15	\$49,221.79	\$50,944.55	Receptionist
		\$49,699.71	\$51,190.70	\$52,982.37	Stationary Clerk/Receptionist
		\$51,687.01	\$53,237.62	\$55,100.94	
		\$53,754.36	\$55,366.99	\$57,304.83	
	Maximum	\$54,955.17	\$56,603.83	\$58,584.96	
F	Minimum	\$54,385.05	\$56,016.60	\$57,977.18	Team Administrative Assistant
		\$56,560.59	\$58,257.41	\$60,296.42	Administrative Assistant - Records
		\$58,822.67	\$60,587.35	\$62,707.90	I.T. Assistant

		\$61,175.61	\$63,010.88	\$65,216.26	Court Process Assistant
		\$63,622.68	\$65,531.36	\$67,824.96	Administrative Assistant
	Maximum	\$65,262.72	\$67,220.60	69,573.32	Accounting Assistant
					CTC Dispatcher
					Fund Development Assistant
G	Minimum	\$58,193.05	\$59,938.84	\$62,036.70	Administrative Assistant - Project Coordinator
		\$60,521.12	\$62,336.75	\$64,518.54	Building Superintendent
		\$62,941.14	\$64,829.37	\$67,098.40	Legal Assistant
		\$65,458.53	\$67,422.28	\$69,782.06	Payroll Assistant
		\$68,077.60	\$70,119.93	\$72,574.13	PC Technician
	Maximum	\$69,829.06	\$71,923.93	\$74,441.27	Quality Assurance Administrative Assistant
					Purchasing Officer
H	Minimum	\$62,266.09	\$64,134.06	\$66,378.76	Financial Analyst
		\$64,756.43	\$66,699.12	\$69,033.59	CTC System Coordinator
		\$67,346.29	\$69,366.68	\$71,794.52	IT Technical Support & Administrative Assistant
		\$70,040.02	\$72,141.22	\$74,666.16	Maintenance & Project Co-ordinator
		\$72,841.92	\$75,027.18	\$77,653.13	
	Maximum	\$74,718.87	\$76,960.44	\$79,654.04	
I	Minimum	\$66,623.64	\$68,622.35	\$71,024.13	Financial Analyst
		\$69,288.15	\$71,366.80	\$73,864.64	Law Clerk
		\$72,059.77	\$74,221.56	\$76,819.31	Coordinator of Volunteer Services
		\$74,941.73	\$77,189.98	\$79,891.62	
		\$77,940.52	\$80,278.73	\$83,088.48	
	Maximum	\$79,948.37	\$82,346.82	\$85,228.96	
J	Minimum	\$71,952.67	\$74,111.25	\$76,705.14	Systems Administrator
		\$74,830.30	\$77,075.21	\$79,772.84	User Support/Network Administrator

		\$77,823.68	\$80,158.39	\$82,963.93	Communications Specialist
		\$80,936.07	\$83,364.15	\$86,281.90	Administrative Services - Project Lead
		\$84,173.94	\$86,699.16	\$89,733.63	
	Maximum	\$86,341.90	\$88,932.16	\$92,044.79	
<i>Note:</i>	<i>If a position title is not reflected and/or has not yet been updated, please contact Human Resources.</i>				

Note: The Society agrees to pay a “Long Service Recognition” to each employee who has completed a minimum of ten (10) years of service as of the employee’s respective anniversary date as follows:

Effective: April 1, 2014 - \$650

- 1. Employees approved for LTD are eligible for the Long Service Recognition upon return to work. Such payment will cover the years not in receipt of payment.**
- 2. The Society will notify WSIB through the Employer's Report Form 7 of the employees' entitlement for Long Service Recognition payment.**



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

SCHEDULE "A": CHILD & FAMILY JOB CLASS - DEFINITION

Child and Family Job Class

Positions are responsible for the provision of mandated child protection services under the Child, Youth and Family Services Act including child protection services, child and family intervention services, child development and child treatment services, kinship care, residential, family and community services, adoption and placement services, and foster care and development services. Positions are normally mandated to apprehend children in need of protection.

This class also includes positions that provide professional support and advocacy services to children and families, and specialist advisory services to CCAS staff related to immigration issues and processes.

Note: CUPE Local 2190 acknowledges that any employee promoted from the Child and Youth Job Class or the Social Services Assistant Job Class to the Child and Family Job Class will receive a one step increase as per Society practice. The employee will not be paid at a rate lower than the lower step of the Child and Family Job Class.

New Worker Authorization

Newly hired Child Protection Workers (CPW) who are unauthorized will be required to successfully complete the standardized authorization training developed and implemented through the Ontario Association of Children's Aid Societies (OACAS) within a reasonable prescribed period. Unauthorized employees shall not be paid less than Step 1 of the Schedule "A" Child and Family Job Classification wage grid in the current Collective Agreement.

Employees hired prior to January 1, 2017 who are authorized to work in child protection shall be considered authorized.

Permanent Child Protection Workers Returning from a Leave who are Unauthorized

All returning Child Protection Workers who are unauthorized will be required to successfully complete the standardized authorization training developed and implemented through the Ontario Association of Children's Aid Societies (OACAS) within a reasonable prescribed period. Their salary will be reinstated in accordance with the Collective Agreement.

Internal Staff who are Promoted from the Child & Youth or the Social Services Assistant Job Class to the Child & Family Job Class

Internal permanent employees who are promoted to a Child Protection Worker position, who are unauthorized will be required to successfully complete the standardized authorization training

developed and implemented through the Ontario Association of Children's Aid Societies (OACAS) within a reasonable prescribed period.

- i. Where their current salary is lower than the Step 1 of the salary range of the Child & Family Job Class Salary Scale, at the time of the promotion, they will be paid at the Step 1 of the range.
- ii. Where their current salary is higher than the Step 1 of the salary range of the Child & Family Job Class, they will be maintained at their current salary until such time that they successfully complete the Worker Authorization training as noted above. Upon successful completion they will receive a one step increment and retroactive to the start date of the promotion.

Internal Staff who are Promoted from a Job Class other than the Child & Youth or the Social Services Assistant Job Class to the Child & Family Job Class.

Internal permanent employees who are promoted to a Child Protection Worker position, who are unauthorized will be required to successfully complete the standardized authorization training developed and implemented through the Ontario Association of Children's Aid Societies (OACAS) within a reasonable prescribed period. Their salary will be paid at the Step 1 of the Child & Family Job Class range at the time of the promotion.

Note: If the OACAS introduces any changes to the authorization process or training requirements, the Society and CUPE 2190 shall meet to review the changes within ten (10) days.



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APRIL 1, 2023 to March 31, 2026

SCHEDULE "A": CHILD & FAMILY JOB CLASS - SALARY SCALE - 2023 - 2026

An economic wage increase will be applied to the salary rates for the Child and Family Service Job Class as follows:

- April 1, 2023 - 5% economic wage increase**
- April 1, 2024 - 3% economic wage increase**
- April 1, 2025 - 3.5% economic wage increase**

Child Protection Worker	Senior Child Protection Worker	April 1, 2023 5%	April 1, 2024 3%	April 1, 2025 3.5%
MINIMUM		\$81,995.16	\$84,455.02	\$87,410.95
		\$84,732.16	\$87,274.13	\$90,328.72
	MINIMUM	\$88,278.35	\$90,926.70	\$94,109.14
		\$91,900.27	\$94,657.28	\$97,970.29
		\$95,681.22	\$98,551.66	\$102,000.97
MAXIMUM		\$99,566.02	\$102,553.00	\$106,142.36
		\$103,549.27	\$106,655.75	\$110,388.70
	MAXIMUM	\$107,690.46	\$110,921.17	\$114,803.42

Note: CUPE Local 2190 acknowledges that any employee promoted from the Child and Youth Job Class to the Child and Family Job Class will receive a one step increase as per Society practice. The employee will not be paid at a rate lower than the lower step of the Child and Family Job Class.

Salary Note: The Society agrees to pay a "Long Service Recognition" to each employee who has completed a minimum of ten (10) years of service as of the employee's respective anniversary date as follows:

Effective: April 1, 2014 - \$650

1. Employees approved for LTD are eligible for the Long Service Recognition upon return to work. Such payment will cover the years not in receipt of payment.
2. The Society will notify WSIB through the Employer's Report Form 7 of the employees' entitlement for Long Service Recognition payment.



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APRIL 1, 2023 to March 31, 2026

SCHEDULE "A": CHILD & YOUTH JOB CLASS - DEFINITION

Child and Youth Job Class

Positions are responsible for providing essential child care and child management services in co-operation with, and as an adjunct to, social work intervention and child and family treatment services. Positions are not normally authorized to undertake apprehensions under the Child, Youth and Family Services Act.

Senior level positions provide senior level child care and child management expertise to severely disturbed and violent youth in care, are accountable for adherence to policies and procedures, take responsibility for more complex cases, provide guidance to junior workers and students, and assist with administrative aspects of service. Positions are not normally authorized to undertake apprehensions under the Child, Youth and Family Services Act.

Note: CUPE Local 2190 acknowledges that any employee promoted from the Child and Youth Job Class to the Child and Family Job Class will receive a one step increase as per Society practice. The employee will not be paid at a rate lower than the lower step of the Child and Family Job Class.



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APRIL 1, 2023 to March 31, 2026

SCHEDULE "A": CHILD & YOUTH JOB CLASS - SALARY SCALE - 2023-2026

An economic wage increase will be applied to the salary rates for the Child & Youth Job Class as follows:

- April 1, 2023 - 5% economic wage increase**
- April 1, 2024 - 3% economic wage increase**
- April 1, 2025 - 3.5% economic wage increase**

Child & Youth Worker	Senior Child & Youth Worker	April 1, 2023 5%	April 1, 2024 3%	April 1, 2025 3.5%
MINIMUM		\$65,339.53	\$67,299.71	\$69,655.20
		\$67,042.30	\$69,053.57	\$71,470.45
		\$68,841.36	\$70,906.61	\$73,388.34
	MINIMUM	\$70,795.12	\$72,918.98	\$75,471.14
		\$73,467.21	\$75,671.23	\$78,319.72
		\$76,242.07	\$78,529.33	\$81,277.86
MAXIMUM		\$79,430.18	\$81,813.09	\$84,676.54
		\$82,562.04	\$85,038.90	\$88,015.26
	MAXIMUM	\$85,826.96	\$88,401.77	\$91,495.83

Note: CUPE Local 2190 acknowledges that any employee promoted from the Child and Youth Job Class to the Child and Family Job Class will receive a one step increase as per Society practice. The employee will not be paid at a rate lower than the lower step of the Child and Family Job Class.

Salary Note: The Society agrees to pay a "Long Service Recognition" to each employee who has completed a minimum of ten (10) years of service as of the employee's respective anniversary date as follows:

Effective:

- **April 1, 2014 - \$650**

1. Employees approved for LTD are eligible for the Long Service Recognition upon return to work. Such payment will cover the years not in receipt of payment.
2. The Society will notify WSIB through the Employer's Report Form 7 of the employees' entitlement for Long Service Recognition payment.



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APRIL 1, 2023 to March 31, 2026

SCHEDULE "A": AFTER HOURS JOB CLASS - DEFINITION

After Hours Job Class

The After Hours service provides child protection services outside of the Society's regular business hours including evenings, weekends, and holiday hours the mandate of the Child, Youth and Family Services Act including:

- child protection services
- child and family intervention services
- child development and treatment services
- residential, family and community services
- foster care and development services.

Positions are mandated under the Child, Youth and Family Services Act to apprehend children in need of protection.

Qualifications and Placement on Salary Scale

After Hours Workers shall be called in accordance with Article 32 and paid in accordance with the rates as defined in Schedule "A".

Workers shall be compensated based on two separate rates of pay. Compensation shall either be 'ON DUTY or 'ON CALL'.



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APRIL 1, 2023 to March 31, 2026

SCHEDULE "A": AFTER HOURS JOB CLASS - SALARY SCALE – 2023 – 2026

An economic wage increase will be applied to the salary rates for the After Hours Job Class as follows:

- April 1, 2023 - 5% economic wage increase**
- April 1, 2024 - 3% economic wage increase**
- April 1, 2025 - 3.5% economic wage increase**

	1-Apr-23 5% Rate Adjustment	1-Apr-23 5% Rate Adjustment	1-Apr-24 3% Rate Adjustment	1-Apr-24 3% Rate Adjustment
	(Shift)	(Hourly)	(Shift)	(Hourly)
1st On Duty Weekdays 1st on Duty Weekends 2nd on Duty Weekends				
Step 1- On Hire	\$323.17	n/a	\$332.87	n/a
Step 2 - 2nd Anniversary Date	\$332.13	n/a	\$342.09	n/a
2nd On Duty Weekdays				
Step 1- On Hire	\$165.09	\$18.15	\$170.04	\$18.70
Step 2 - 2nd Anniversary Date	\$169.63	\$18.15	\$174.72	\$18.70
1st On Call Weekdays 1st On Call Weekends 2nd On Call Weekends				
Step 1- On Hire	\$105.92	\$18.15	\$109.10	\$18.70
Step 2 - 2nd Anniversary Date	\$107.21	\$18.15	\$110.42	\$18.70

* When necessary for an After Hours Worker to attend at court - they will be paid a flat rate, for the first two hours (inclusive of all expenses), as follows:

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April 1, 2023	\$83.04
April 1, 2024	\$85.54

Thereafter, they shall be paid at their hourly rate.

** When necessary for an After Hours Worker to attend meetings, supervision, training, appointments when an After Hours Worker is not scheduled to work, they shall be paid an hourly rate as follows:

April 1, 2023	\$41.52
April 1, 2024	\$42.77

Salary Note: The Society agrees to pay a "Long Service Recognition" to each employee who has completed a minimum of ten (10) years of service as of the employee's respective anniversary date as follows:

Effective:

- **April 1, 2014 - \$650**

1. Employees approved for LTD are eligible for the Long Service Recognition upon return to work. Such payment will cover the years not in receipt of payment.

The Society will notify WSIB through the Employer's Report Form 7 of the employees' entitlement for Long Service Recognition payment.

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APRIL 1, 2023 to March 31, 2026

SCHEDULE "A": AFTER HOURS JOB CLASS - SALARY SCALE – 2023 - 2026

The After Hours service provides child protection services outside of the Society's regular business hours including evenings, weekends, and holidays.

Workers shall be compensated based on two separate rates of pay.
Compensation shall either be 'ON DUTY' or 'ON CALL'.

'On Duty'

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

Hourly Rate for 'On Duty'

2024 Rate	\$42.00
2025 Rate	\$43.47

'On Call'

32 Workers who are scheduled for an On Call shift shall be compensated at an hourly rate of pay for all On Call hours as follows:

2024 Rate	\$16.00
2025 Rate	\$16.56

When it is necessary for an After Hours Worker to attend at court, they shall be paid a flat rate for their attendance, inclusive of all expenses.

On-Duty Hourly Rate - \$42.00



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SCHEDULE "A": HEALTH CARE SUPPORT JOB CLASS - DEFINITION

Health Care Support Job Class

Positions are responsible for providing related but distinct types of professional nurse consulting services to Child Protection Workers in cases of high risk children under the mandate of the Child, Youth and Family Services Act. Positions may be authorized to apprehend children in need of protection, but this is not a primary function of the jobs.



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SCHEDULE "A": HEALTH CARE SUPPORT JOB CLASS - SALARY SCALE - 2023 - 2026

An economic wage increase will be applied to the salary rates for the **Health Care Support Job Class** as follows:

- April 1, 2023 - 5% economic wage increase**
- April 1, 2024 - 3% economic wage increase**
- April 1, 2025 - 3.5% economic wage increase**

	April 1, 2023 5% Economic Adjustment	April 1, 2024 3% Economic Adjustment	April 1, 2025 3.5% Economic Adjustment
Nurse Minimum	\$81,995.17	\$84,455.02	\$87,410.95
Health Specialist Minimum	\$84,732.16	\$87,274.13	\$90,328.72
	\$88,278.35	\$90,926.70	\$94,109.14
	\$91,900.27	\$94,657.28	\$97,970.29
	\$95,681.22	\$98,551.66	\$102,000.97
MAXIMUM	\$99,566.02	\$102,553.00	\$106,142.36

Note:

Salary Note: The Society agrees to pay a "Long Service Recognition" to each employee who has completed a minimum of ten (10) years of service as of the employee's respective anniversary date as follows:

Effective:

- **April 1, 2014 - \$650**

1. Employees approved for LTD are eligible for the Long Service Recognition upon return to work. Such payment will cover the years not in receipt of payment.
2. The Society will notify WSIB through the Employer's Report Form 7 of the employees' entitlement for Long Service Recognition payment.



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SCHEDULE "A": SOCIAL SERVICES SUPPORT JOB CLASS - DEFINITION

Social Service Support Job Class

Positions are responsible for providing a range of social services in support of social work practice. Such services are instrumental in accomplishing service goals and plans of care, but are of a social support nature, working under the direction and guidance of clinical teams. Positions are not mandated to undertake apprehensions under the Child, Youth and Family Services Act.

Note: *CUPE Local 2190 acknowledges that any employee promoted from the Social Services Support Job Class to the Child and Youth Job Class or the Child and Family Job Class will receive a one step increase as per Society practice. The employee will not be paid at a rate lower than the lower step of the respective Job Class.*



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SCHEDULE "A": SOCIAL SERVICES SUPPORT JOB CLASS - SALARY SCALE - 2023 - 2026

An economic wage increase will be applied to the salary rates for the **Social Services Support Job Class** as follows:

- April 1, 2023 - 5% economic wage increase**
- April 1, 2024 - 3% economic wage increase**
- April 1, 2025 - 3.5% economic wage increase**

Social Service Assistant (I)	Social Service Assistant II, Senior Social Service Documentation Worker, CAP Coordinator, Youth Readiness Support Worker, Community Liaison & Database Worker, Disclosure Researcher, Child, Youth & Family Access and Support Worker, Family Finder	April 1, 2023 5%	April 1, 2024 3%	April 1, 2025 3.5%
Min	Min	\$63,184.55	\$65,080.09	\$67,357.89
		\$64,810.52	\$66,754.82	\$69,091.23
		\$66,490.58	\$68,485.30	\$70,882.28
Max		\$68,312.36	\$70,361.73	\$72,824.39
		\$70,266.12	\$72,374.09	\$74,907.19
	Max	\$72,939.28	\$75,127.46	\$77,756.92

Salary Note: The Society agrees to pay a "Long Service Recognition" to each employee who has completed a minimum of ten (10) years of service as of the employee's respective anniversary date as follows:

Effective:

- **April 1, 2014 - \$650**

1. Employees approved for LTD are eligible for the Long Service Recognition upon return to work. Such payment will cover the years not in receipt of payment.

2. The Society will notify WSIB through the Employer's Report Form 7 of the employees' entitlement for Long Service Recognition payment.



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APRIL 1, 2023 to March 31, 2026

SCHEDULE "B (I)": SHORT TERM SICK LEAVE AND LONG TERM DISABILITY - REGULAR FULL-TIME AND PART-TIME EMPLOYEES

The following Sick Leave Plan is intended to provide full -time and part-time employees with sick leave coverage (Short Term Sick Leave) for temporary disablement due to illness or non-compensable accidents of less than one hundred (100) working days as well as insured coverage for long term disability.

In determining the entitlement for sick leave hereunder, the Society shall take into consideration illness, injury or accident of a physical or psychological nature which:

- is supported by medical documentation from a legally qualified medical physician and;
- directly impacts on an employee's performance of job duties.

Full-time Employees - Sick Leave Credits

1. For all full-time employees hired after July 1, 1986 they will immediately be entitled to five (5) days sick leave with sick leave pay at 100% of their current salary.
2. Upon completion of three (3) months' service the employee will be credited an additional ninety-five (95) days' sick leave with sick leave pay at 66 2/3% of their current salary.
3. After the said three (3) months of initial service, the employee will be allowed to convert unused sick leave credits as outlined in paragraph (2) above to full pay sick leave credits as outlined in paragraph (1) above at the rate of one (1) and one half (1/2) full days of sick leave at 100% pay for each full month of service during which the employee receives no less than full pay. Employees are entitled to accumulate sick leave credits at 100% pay during the first three (3) months of employment.
4. At no time would the employee have less than one-hundred (100) days of sick leave combined of the five (5) days at 100% pay per paragraph (1) plus the 66 2/3% paid days as outlined in paragraph (2) plus the sick days converted to 100% paid days as outlined in paragraph (3).
5. Any sick days taken at 100% pay would be replaced by sick leave days credited at 66 2/3% sick leave pay as outlined in paragraph (2) provided that the employee can continue to convert sick leave days credited at 66 2/3 pay to sick leave days credited at 100% pay as provided in paragraph (2).
6. The sick days at 100% pay as outlined in paragraph (1) will remain in the employee's credit only if they are unused or are replaced by operation of paragraph (3).

7. Where all of an employee's entitlements at 100% are fully depleted, at the employee's option, accumulated vacation and/or compensatory time may be used to top-up the employee's salary at 66 2/3% to provide 100% salary.

8. Where through extended illness, an employee has fully depleted all short term sick leave credits, the employee returns to work with the Society on a mutually agreed upon Return to Work Plan on a gradual (less than full time basis) will accumulate sick leave credits on a pro-rated basis in relation to their scheduled days. The maximum number of sick day credits that an employee on a gradual Return to Work Plan shall be able to accumulate shall be pro-rated on the basis of the number of scheduled hours proportionate to a full time scheduled work week (on the basis that a full time employee shall be entitled to earn a maximum of 100 sick day credits). Employees on a gradual Return to Work may not access sick day credits for which Long Term Disability benefits are available.

Part-time Employees - Sick Leave Credits

9. Regularly scheduled part-time employees will accumulate sick leave credits on a pro-rated basis in relation to their scheduled days and length of service. The maximum number of sick day credits that a regularly scheduled part-time employee shall be able to accumulate shall be pro-rated on the basis of the number of scheduled hours proportionate to a full-time scheduled work week (on the basis that a full-time employee shall be entitled to earn a maximum of 100 sick day credits). Sick days taken by regularly scheduled part-time employees shall be based on the number of scheduled days per week in relation to a full-time scheduled work week.

Long Term Disability

10. In addition to the foregoing, the Society shall purchase and maintain premiums for a Long Term Disability Plan based on 66 2/3% pay commencing after 150 calendar days (equivalent to 100 working days) of continuous illness. In order to qualify for Long Term Disability an employee must be totally disabled from performing any work at the Society.

11. Where an employee has been on Long Term Disability and returns to work, an unrelated illness or accident shall not include the illness or accident for which the employee was last off on Long Term Disability unless the employee has returned to work for at least six (6) months during which time there has been no recurrence of the said illness or accident for which the employee was last off on Long Term Disability.

12. All claims for Long Term Disability benefits shall be subject to the terms of the Long Term Disability Master Policy with the Insurance Company. Accumulated vacation will be paid out after 150 calendar days (equivalent to 100 working days) of continuous illness.

13. The Union agrees to encourage its members to apply for Long Term Disability Benefits upon receipt of such forms from Human Resource Services. Failure to do so and failure to return all forms and documentation required by the Society and its agents to administer Long Term Disability Benefits, inclusive of consents required to collect and review personal and medical information, in the time and manner required may impact the employee's eligibility for Long Term Disability Benefits.

14. The parties recognize their obligations and responsibilities under the Ontario Human Rights Code. Where an employee applies for Long Term Disability and has been approved by the Insurance Company, their position may be filled on a permanent basis. Where the employee recovers sufficient to return to work, they shall be assigned to a comparable position elsewhere in the Society as per Article 14.01.

15. Employees hired prior to July 1, 1979 who currently have more than 100 sick leave days at 100% as of July 1, 1986 under any plan which preceded this plan shall retain their said credits of sick days at 100% pay but not accumulate any additional days of sick leave credits until their current number of sick leave days to their credit is reduced to less than 100 through usage. At that time said employee will be entitled to accumulate sick leave credits in accordance with paragraphs 4, 5 and 6, to a maximum of 100 working days.

16. Employees hired prior to July 1, 1986 and since July 1, 1979 will receive five (5) sick leave days at 100% pay. In addition, the employee will be credited with sick leave days at 100% pay in accordance with paragraph (3), to a maximum of 100 days at 100% pay inclusive of the said five (5) days' sick leave at 100% pay per paragraph (1) thereafter sick leave credits will be maintained in accordance with paragraph 4, 5 and 6.

Medical Appointments, Health Related Counselling or Treatment Appointments

17. When an employee is required to attend any medical appointments, health related counselling or treatment appointments during normal working hours and said appointments require a cumulative total of 3 and 1/2 hours or less time off during working hours, then the said employee shall not lose any pay for all such time lost and no deductions shall be made from the employee's sick leave credits for that month. Where, however, said appointments require the employee to take more than a cumulative total of 3 and 1/2 hours time off during normal working hours in the month, then all such time beyond the 3 and 1/2 hours shall be compensated for by deducting from the employee's sick leave credits, if any. Where appointments are associated with a pregnancy, all medical appointments shall be paid time, with no deduction from the employee's sick leave credits.



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APRIL 1, 2023 to March 31, 2026

SCHEDULE "B(II)": SICK LEAVE & LONG TERM DISABILITY - AFTER HOURS WORKERS

The following Sick Leave Plan is intended to provide After Hours Workers with sick leave coverage for temporary disablement due to illness or non-compensable accidents as well as coverage for long term disability.

In determining the entitlement for sick leave hereunder, the Society shall take into consideration illness, injury or accident of a physical or psychological nature which:

- is supported by medical documentation from a legally qualified medical physician; and
- directly impacts on an employees performance of job duties.

Sick Leave Credits

1. For all After Hours Workers hired after July 15, 1992 they will immediately be entitled to five (5) shifts sick leave with pay at 100% of the applicable shift rate which the worker was scheduled to work. Shift rates are outlined in Schedule A.
2. Upon completion of three (3) months' service the After Hours Worker will be credited an additional ninety-five (95) shifts sick leave with sick leave pay at 66 2/3% of their scheduled shift rate.
3. After the said three (3) months of initial service, the After Hours Worker will be allowed to convert unused sick leave credits as outlined in paragraph (2) above to full pay sick leave credits as outlined in paragraph (1) above at the rate of one (1) and one half (1/2) full shifts of sick leave at 100% pay for each full month of service during which the After Hours Worker receives no less than full pay. After Hours Workers are entitled to accumulate sick leave credits at 100% pay during the first three (3) months of employment.
4. At no time would the After Hours Worker have less than one-hundred (100) shifts of sick leave combined of the five (5) shifts at 100% pay as outlined in paragraph (1) plus the 66 2/3% paid shifts as outlined in paragraph (2) plus the sick shifts converted to 100% paid shifts as outlined in paragraph (3).
5. Any sick shifts taken at 100% pay would be replaced by sick leave shifts credited at 66 2/3% sick leave pay as outlined in paragraph (2) provided that the After Hours Worker can continue to convert sick leave shifts credited at 66 2/3% pay to sick leave shifts credited at 100% pay as provided in paragraph (2).
6. The sick days at 100% pay as outlined in paragraph (1) will remain in the After Hours Worker's credit only if they are unused or are replaced by operation of paragraph (3).

7. After Hours Workers hired prior to July 15, 1992 will receive five (5) sick leave shifts at 100% pay. In addition, the After Hours Worker will be credited with sick leave shifts at 100% pay in accordance with paragraph (3), to a maximum of 100 shifts at 100% pay inclusive of the said five (5) shifts' sick leave at 100% pay as outlined in paragraph (1) thereafter sick leave credits will be maintained in accordance with paragraph 4, 5 and 6.

Long Term Disability

8. In addition to the foregoing, the Society shall purchase and maintain premiums for a Long Term Disability Plan based on 66 2/3% of monthly earnings commencing after 150 calendar days (equivalent to 100 working days) of continuous illness. In order to qualify for Long Term Disability an After Hours Worker must be totally disabled from performing any work at the Society. Where an After Hours Worker qualifies and goes on Long Term Disability, any unused sick leave credits shall remain to the After Hours Worker's credit to be applied to any future unrelated illness or accident.

Where an After Hours Worker has been on Long Term Disability and returns to work, an unrelated illness or accident shall not include the illness or accident for which the After Hours Worker was last off on Long Term Disability unless he has returned to work for at least six (6) months during which time there has been no recurrence of the said illness or accident for which he was last off on Long Term Disability.

All claims for Long Term Disability benefits shall be subject to the terms of the Master Plan. Accumulated vacation will be paid out.

9. Where through extended illness an employee has fully depleted all sick credits, the employee on Leave of Absence without pay then returns to work, credits will be re-instated as per #1, #2 and #3 of this Schedule "B".

10. Where an employee applies for Long Term Disability and has been approved by the Insurance Company, his/her position may be filled on a permanent basis. Where the employee recovers sufficient to return to work, he/she shall be assigned to a comparable position elsewhere in the Society as per Article 14.01.

Medical Appointments, Health Related Counselling or Treatment Appointments

11. When an After Hours Worker is required to attend any medical appointments, health related counselling or treatment appointments during normal working hours and said appointments require a cumulative total of three and a half (3½) hours or less time off during working hours, then the said After Hours Worker shall not lose any pay for all such time lost and no deductions shall be made from the After Hours Worker sick leave credits for that month. Where, however, said appointments require the After Hours Worker to take more than a cumulative total of three and a half (3½) hours time off during normal working hours in the month, then all such time beyond the three and a half (3½) hours shall be compensated for by deducting from the After Hours Worker's sick leave credits, if any. Where appointments are associated with a pregnancy, all medical appointments shall be paid time, with no deduction from the After Hours Worker's sick leave credits.



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

SCHEDULE "C": HEALTH SPENDING ACCOUNT LIST OF ELIGIBLE EXPENSES

Known as Appendix A from Consensus Agreement, signed June 4, 2011.

Health Spending Account - Details

You can use your Health Spending Account to cover expenses that are eligible medical and dental expenses under the Income Tax Act (Canada) and that are not paid (or not paid in full) by any other private or government plan. These include eligible expenses incurred outside your province of residence.

Eligible expenses include (but are not limited to) the items listed below. To be sure your expense meets the conditions necessary to qualify under the Income Tax Act, you should visit the Canada Revenue Agency website for more details.

Health Spending Account list of eligible expenses

A Health Spending Account can cover the portion of expenses not covered by a health or dental benefits plan. This includes your deductible, co-insurance (portion not covered if your plan covers less than 100%) or amounts that are over your plan maximums. You can also claim expenses not covered under your spouse's plan.

- Drugs (include drugs, medications or other preparations or substances prescribed by a licensed medical practitioner or dentist and dispensed by a pharmacist; Insulin, test tape or test tablets; Oxygen; needles and syringes); does NOT include over the counter drugs (even if prescribed)
- Vision Care (Eyeglasses, contact lenses, Laser eye surgery) which must be prescribed by a medical practitioner
- Medical Practitioners (must be licensed to practice in the province where the service is provided):

Acupuncturists

Chiropodists

Chiropractors

Christian Science

Dental Hygienists

Dentists

Dieticians

Psychotherapist

Naturopaths

Nurses

Occupational Therapists

Optometrists

Osteopaths

Pharmacists

Physicians

Physiotherapists

Podiatrists

Psychoanalysts

Psychologists Practitioner

Social Workers

Speech Therapists

Therapists

- Dental Services (preventative, diagnostic, restorative, orthodontic treatment)
- Attendant Care
- Hospitals & other facilities

- Devices, supplies and equipment (for complete list, please refer to your Executive Summary):

Artificial eyes	Hospital bed	Orthopedic Shoes
Artificial limbs	Ileostomy or colostomy pads	Oxygen tent or equipment
Breast prosthesis	Incontinence supplies	Walkers
Crutches	Laryngeal speaking aids	Wheelchairs
Hearing aid devices	Limb braces	Wigs

- Diagnostic procedures (Diagnostic laboratory and radiological procedures or services used for maintaining health, preventing disease or assisting in diagnosis or treatment, when prescribed by a medical practitioner)
- Rehabilitative therapy (Reasonable expenses relating to rehabilitative therapy, including training in lip reading and sign language, incurred to adjust for the patient's hearing or speech loss)
- Other:
 - Ambulance fees for transportation
 - Laboratory, radiological or other diagnostic procedures or services
 - Cosmetic surgery if necessary, for medical or reconstructive purposes
 - Cost of arranging and having a bone marrow or organ transplant
 - Costs of medical services and supplies outside of the province of residence
 - Electrolysis or hair removal performed by a licensed technician
 - Hearing expenses including hearing aids and hearing ear dogs
 - Modifications to a home for person confined to a wheelchair
 - Preventive diagnostic, laboratory and radiological procedures
 - Surgical heart transplants performed by a physician
- Transportation expenses to receive medical care including: cost of public transportation or private vehicle, if not available, for distances of 40 kilometers or greater reasonable transportation, meals and accommodation for one accompanying person, if a doctor certifies that a person is not capable of traveling alone
- Vision expenses including eyeglasses, contact lenses and seeing-eye dogs
- Weight-loss or stop-smoking program prescribed by a doctor for a specific ailment

Under an HSA you have two years within which to use your credits. If you do not use your credits, they will be forfeited as required by the Canada Revenue Agency.



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

SCHEDULE "D": HUMAN RESOURCE ADJUSTMENT PLANS (HRAP)

- i) The framework Human Resources Adjustment Plan (HRAP) attached hereto as "Schedule D", and which forms a part of this agreement, shall guide parties engaged in the integrations described therein if they agree to negotiate local HRAPs and ratify them during the term of this agreement.
- ii) HRAPs are intended to minimize adverse impacts during those integrations.

(Consensus Agreement #18)

PREAMBLE (Consensus Agreement Appendix B)

The Ministry of Children and Youth Services has made application for a regulation under the Public Sector Labour Relations Transition Act (PSLRTA) to ensure that mergers mandated by the Ministry are covered under PSLRTA. The parties herein agree to use their best efforts to effect a smooth transition in the best interests of clients and staff in the event of mergers during the life of this consensus agreement.

ARTICLE 1 – SCOPE AND PURPOSE

1.01 This document is intended to set out general guidelines and principles regarding child welfare sector integrations during the term of this agreement which are mandated by the Ministry and for which local Human Resources Adjustment Plans (HRAP) are required to be negotiated. Subject to the following terms, these principles will serve as the framework for the treatment of bargaining unit employees and will apply to subsequent negotiations with unions, as may be required, as part of an integration arising within the context of the Ontario Labour Relations Act (OLRA) or PSLRTA, whichever is applicable.

1.02 Employees who may be impacted by an integration are valued and are to be treated fairly and respectfully. The parties agree that they will make reasonable efforts to reduce any negative effect on employees as a result of an integration in accordance with the following.

ARTICLE 2 – GENERAL

2.01 Except as provided under applicable legislation, to the extent that a local HRAP conflicts with the terms of any subsisting collective agreements, the terms of the HRAP, where superior, shall prevail over the terms of the collective agreement. A local HRAP shall be negotiated where an integration takes place. When the Employers and local unions affected by an integration agree to negotiate an HRAP, the provisions outlined herein shall be the minimum applicable to the integration and shall form the basis for the HRAP.

2.02 The principles set out in this document do not and are not intended to replace or override any legislative rights and obligations including, but not limited to, those set out under the OLRA, PSLRTA, the Employment Standards Act, and collective agreement rights and provisions, as may apply.

2.03 When the local parties decide to negotiate a local HRAP, the Ministry shall assume the costs associated with the negotiation and implementation of said HRAP in its funding allocation to the Predecessor and Successor Employers including, but not limited to, costs in excess of current legislative or contractual obligations associated with Labour Adjustment Options, the Dispute Resolution Process, Salaries, Benefits and Pay Equity Adjustments.

ARTICLE 3 – DEFINITIONS

3.01 “Predecessor Employer” is defined as an agency designated as a Children’s Aid Employer by the MCYS that is merged, amalgamated, transferred or discontinued in the course of an integration such that PSLRTA or the OLRA, if applicable to Children’s Aid Societies, would apply to it.

3.02 “Successor Employer” is defined as the merged or amalgamated Children’s Aid Society designated by the MCYS that results from integration and employs employees of a Predecessor Employer such that PSLRTA or the OLRA, if applicable to Children’s Aid Societies, would apply to it.

3.03 “Integration” is defined as the creation of a new agency designated as a Children’s Aid Employer from a process which would give rise to the application of PSLRTA or the OLRA, if applicable to Children’s Aid Societies, including but not limited to the merger, amalgamation or transfer of existing child welfare Employers.

3.04 “Local parties” is defined as the local trade union(s) and Employers directly impacted by an integration.

ARTICLE 4 – SENIORITY

4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective collective agreements and the following principles will apply:

- (a) Dovetailing of seniority shall prevail and all affected employees will transfer all service and seniority to the Successor Employer.
- (b) Employees who are working simultaneously at two Employers prior to the integration shall transfer the seniority and service held at the Employer from whom they are transferred. In the event that an employee is working simultaneously at two Employers who both integrate with the same Successor Employer (and the employee is employed in both of the transferred programs), the employee shall receive the greater amount of seniority and service held at either Predecessor Employer.
- (c) Employees transferred to a Successor Employer due to an integration will not be required to complete a new probationary period, however they will be required to complete any probationary period they are serving as of the effective date of integration (or changeover date).

ARTICLE 5 – ACCESS TO WORK

5.01 Subject to Article 2, the process for identifying access to work when there is an integration shall be as follows:

- (a) The Successor Employer shall determine the number of staff required and will identify the classifications, skills, abilities and qualifications required.
- (b) The projected staffing needs of the Successor Employer, will be made known to all of the affected unions.
- (c) Both the Predecessor and Successor Employers will provide to the affected Unions the seniority and service lists including job classifications and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and will be provided to the affected Unions.
- (d) Where there is more than one Predecessor Employer with a collective agreement which provides that seniority plays a role in determining which employees will be transferred to a Successor Employer, and those collective agreements contain different definitions of seniority, the local parties will agree on a common definition of seniority for that purpose. Employees at the predecessor Employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to staffing requirements set out in paragraph a), supra.
- (e) Should the Successor Employer and the affected Unions be unable to agree on the composition of the seniority lists either party may refer the matter to the Ontario Labour Relations Board as provided under PSLRTA, if applicable or, alternatively, the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.
- (f) For purposes of clarity, employees who were on layoff or approved leave of absence at the Predecessor Employer prior to, but not due to, the integration and who may be transferred to the Successor Employer will be included for purposes of placement on the aforementioned integrated seniority lists.
- (g) Unless otherwise provided in a collective agreement, the Successor Employer will honour the recall rights of any employee of a Predecessor Employer who is transferred to the Successor.

5.02 Employees on layoff or in receipt of notice of layoff due to the integration from the Predecessor Employer who are not transferred to the Successor Employer may apply for vacancies at the Successor Employer for which they would not otherwise have recall rights for a period of 18 months from layoff date. These applications will be considered after the Successor Employer's normal job posting procedure is completed and there are no successful applications, but before other external applications are considered.

5.03 In the event of layoffs by a Predecessor Employer resulting from an integration, the layoff, recall and displacement rights and entitlements under the respective collective agreement(s) of the Predecessor Employer will apply, unless the provisions of this agreement are superior.

ARTICLE 6 – BARGAINING UNIT REPRESENTATION

6.01 Upon an integration, Union representation rights with the Successor Employer will be determined in accordance with the processes set out in OLRA or PSLRTA, whichever is applicable.

ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS

7.01 In the event of layoff due to an integration, the Employer shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications, skills and ability to perform the work.

7.02 An employee who is subject to permanent layoff shall have the following entitlements:

- (a) be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or
- (b) accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-six (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

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

ARTICLE 8 – TERMS OF EMPLOYMENT

8.01 Terms and conditions of employment including wages, insured benefits and pension, vacation entitlement, sick leave and long term disability benefits of employees transferred as a result of an integration shall be addressed through the process set out under PSLRTA or the OLRA, if applicable. The Local HRAP shall address transition issues related to disabled employees (short term or long term) of the Predecessor Employer, including those on WSIA benefits and modified work programs, who may be affected by the integration.

8.02 The Local HRAP shall include an article dealing with the qualifications required by the Successor Employer. Such agreement will address qualifications for existing employees including those deemed qualified. Employees shall be deemed qualified for their current classification, subject to legislative requirements.

ARTICLE 9 – DISPUTE RESOLUTION PROCESS

9.01 Disputes between an Employer and a union covered by this framework that are unresolved, and which arise from the interpretation or application of a local HRAP negotiated in response to an integration, will be processed as follows:

- (a) An arbitrator will be selected by mutual agreement of the parties within 30 days of the initial event giving rise to the dispute, failing which either party is free to apply to the Ministry of Labour for appointment of an arbitrator.
- (b) Nothing prevents the particular parties to a dispute from agreeing to a substitute arbitrator for determination of that dispute only.
- (c) Where the parties agree, the arbitrator may act as a “mediator-arbitrator”.
- (d) An arbitrator will have the same powers and authority as set out in section 48 of the OLRA. The arbitrator will not have the authority to add to, modify or delete any part of this Agreement, the locally negotiated HRAPs, or the applicable collective agreements.
- (e) The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- (f) Time limits may be extended in writing by mutual agreement.

ARTICLE 10 – TERM AND APPLICATION

10.01 The Term of this agreement is the same as the term of the CAS Consensus Agreement.

10.02 The terms of this Framework HRAP are subject to approval by the principals of each party in accordance with their normal ratification procedures.

10.03 This Framework HRAP and any local HRAP will only apply to an integration if all of the local parties affected by the integration (i.e. Successor Employer, Predecessor Employer and Locals of the Successor and Predecessor Employer who have claims to successor rights) and who have ratified the Consensus Agreement.

LETTERS





Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Additional Transfer Payments

In the event that the Ministry provides additional ongoing base funding in the form of an economic adjustment for 2020/21, 2021/22 or 2022/23 in addition to the commitment to be made under the Ministry's Funding Framework the Society agrees to:

1. Notify the union:
2. Subject to any conditions set by the Ministry with respect to the application of such additional funding, apply that proportion of the additional funding applicable to the bargaining unit salary budget as a general economic increase.

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Grell

M. Rose

Paula Tomasco

[Signature]

[Signature]

For the Society

[Signature]

J. Corbett

Dianna Ward

[Signature]

[Signature]



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Benefit Plan Amendments

Previous benefit plan amendments identified below will remain unchanged for the term of this agreement:

- Semi-Private Hospital - no coverage
- Out-of-Country - no coverage **per Article 34.20**
- Dispensing fee capped at \$5.00 for non-emergency drugs
- Dental recall exam (routine cleaning) from one (1) every six (6) months to one (1) every nine (9) months for plan member and spouse; children remain at one (1) every six (6) months

Employees may purchase semi-private coverage through the Society's insurance carriers at their own cost.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Geel

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For the Society

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Catholic Children's Aid Society of Toronto
Collective Agreement
APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Benefits for Employees 65 Years and Over

As a result of the elimination of mandatory retirement at age 65, the Society recognizes that some employees may continue to work beyond 65 years of age. The Society is committed to ensure that employees who are over 65 have equal access to all benefits that are extended to employees who are under age 65.

The Society recognizes that benefit providers traditionally do not offer group insurance coverage for employees over 65. Therefore, the Society is committed to explore with benefit providers their policies to ensure that their benefit philosophy is in alignment with our overall commitment to equal access. The Society will work with benefit providers to develop a benefit plan that meets the needs of all employees.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

[Signature]

Paula Tavares

[Signature]

[Signature]

For the Society

[Signature]

J. Corbett

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Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Benefits Savings (Consensus Agreement #9, signed June 4, 2011)

As per the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe CAS ea and the Children's Aid Societies of Ontario Employers Group, signed on June 4, 2011, if, during the life of this agreement, Employers examine options for cost savings through the provision of common benefits providers and drug costs, it is understood that no benefit coverage shall be reduced as a result of moving to a common benefits provider

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

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For the Society

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Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding Caseloads

Within 90 days of ratification of the collective agreement the Society will commence a review of the workload status of the following workers:

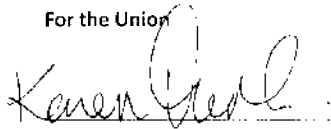
- Community Link;
- Child and Youth Advocacy Centre;
- Resources Assessment; and
- Child and Youth Services.

As part of the review process the Society will meet with a member of CUPE 2190 Local Executive; two (2) Community Link workers; two (2) Child and Youth Advocacy Centre workers; two (2) Resources Assessment workers; and two (2) Child and Youth Services workers. The Society will meet regularly with the Union to keep the Union informed of the review, to seek input and to advise on any outcomes.

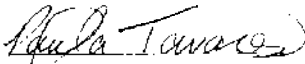
This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

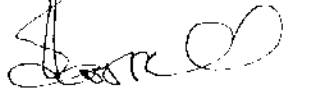
Dated at Toronto, Ontario, this 28th day of March 2024

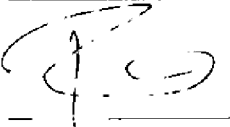
For the Union



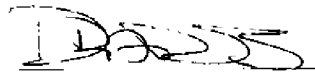




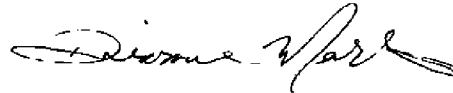




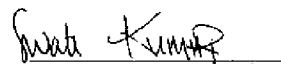
For the Society













Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Catholic Identity

The Catholic Children's Aid Society of Toronto, on behalf of the Catholic Community has been providing social services that protect children and strengthen family life since 1894.

The Society will provide all staff with orientation and regularly scheduled training with respect to Catholic Faith and Values. Resources will be made available on My CCAS.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

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For the Society

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Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

CPIN

Child Protection Information System (CPIN) was implemented at the Society in March 2015. The Society continues to work through the Ministry's governance mechanisms to address issues and improve the functionality of CPIN.

As CPIN continues to evolve, the parties agree to continue to meet regularly to discuss the impact of CPIN on:

- work processes;
- caseload and workload measurements;
- roles and responsibilities;
- supports to staff;
- additional training.

The parties agree to protect individual work levels that currently exist during the life of this agreement.

This Letter of Understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

[Signature]

Paula Tavares

[Signature]

[Signature]

For the Society

[Signature]

J. Corbett

[Signature]

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Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

EI Rebates

It is understood and agreed that the Society has met the requirements pursuant to Section 64A of the Employment Insurance Act and Section 25(1) of the Regulations with respect to the premium reduction through the monetary amendments to the preceding collective agreements.

It is further understood that the employee's portion of the Employment Insurance Rebate, if any, shall be paid to Local 2190.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Gabel

M. Rose

Paula Tammes

J. Rose

F. S.

For the Society

J. D. Rose

J. Corbett

Dianna Ward

Claudia Smith

Frank Kumpf



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Flexible 2-Week Work Plan

PREAMBLE

Notwithstanding Article 30, eligible employees may utilize a "Flexible 2-Week Work Plan" on a voluntary basis.

The Flexible 2-Week Work Plan acknowledges the current stressful work environment and has been designed to provide staff with the opportunity to:

- have time off work for their health and well being;
- balance work and personal life;
- take more control over their hours of work.

DEFINITION OF FLEXIBLE 2-WEEK WORK PLAN

Eligible employees voluntarily work extended daily hours, taking into consideration service requirements, for the purpose of earning and banking sufficient credits to allow one (1) paid day off in every ten (10) working days.

ELIGIBILITY

- Full Time, Permanent Staff who have completed the six (6) month probationary period;
- Contract & Temporary Staff who normally work thirty-five (35) hours per week, after they have worked a minimum of six (6) continuous months.

OPTING IN OR OUT OF PLAN

Eligible employees may opt in or out of the plan based on their individual needs subject to the following:

- (i) Employees who opt into the plan are expected to stay on for at least three (3) months.
- (ii) One (1) month's notice is required to opt in or out of the plan.

FLEXIBLE HOURS OF WORK

- (i) Employees who currently work thirty-five (35) hours per week shall have their regular hours of work spread over a 2-week, nine (9) working days cycle. (An example, 7.75 hours per day and one day at eight (8) hours.)
- (ii) The regular hours of work shall remain at seventy (70) during the 2-week cycle. Employees may work between the hours of 8:00 a.m and 7:00 p.m. The majority of hours worked would be during normal business hours specified in Article 31-04 **30.04**.

SCHEDULING

- (i) Eligible employees must re-apply each year when the annual invitation to join the Flexible 2 Week Work Plan is distributed at the beginning of each calendar year.

- (ii) The process for scheduling hours worked and designated Flex Days will include a discussion with the Supervisor and the Team members. The choice of the preferred day off is subject to Supervisory approval based on seniority and service requirements.
- (iii) Employees may change their preferred day off where a mutual trade has been made with someone on the same team. This trade will require supervisory approval.
- (iv) Employees may flex their schedule with prior notification and Supervisory approval in order to provide for their individual preferences and work habits while at the same time ensuring the efficient operation of the Society.
- (v) Supervisor may, with prior notification, request employees to flex their schedule based on service needs and team coverage.
- (vi) Eligible employees who return from an extended leave of absence of three (3) months or more (unless the nature of the leave is such that this language results in a discriminatory practice under the Ontario Human Rights Code), will not automatically resume their previous scheduled flex day and will be required to discuss with their Supervisor and Team Members which day can be taken. Any such approval will be based on service requirements.

WORK ON DESIGNATED DAY OFF

When an Employee is not able to take a Flex Day due to a significant scheduling conflict which arises and is out of the Employee's control (i.e. a mandatory court appearance) and approved by the supervisor, the priority shall be to identify an alternate Flex Day. If this cannot be accommodated, then the hours worked shall be considered to be overtime and shall be paid in accordance with Article 30.

ACCUMULATION OF CREDITS

The accumulation, and use of, sick leave, vacation and other work day related credits shall remain unchanged.

VACATION OR PAID HOLIDAYS ON DAY OFF

- (i) Should a paid holiday fall on a designated Flex Day, an additional day off with pay in lieu shall be granted. (For example, if a paid holiday and a Flex Day fall on a Friday, Thursday will be deemed the Flex Day. If a paid holiday and a Flex Day fall on a Monday, Tuesday will be deemed the Flex Day.)
- (ii) If an Employee is on vacation and the designated Flex Day falls during this time frame, that day will be considered a vacation day.

ILLNESS ON DAY OFF

Should an Employee become ill on their designated Flex Day off, the day shall not be treated as a flex day and will be recorded as a normal seven (7) hour sick day. The earned flex time can either be rescheduled within the 2 Week Flex period or recorded as compensatory time.

EXCLUSION DATES FOR FLEX PLAN

The Flexible 2-Week Work Plan will not apply during the two (2) weeks over Christmas and New Year's.

This letter shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

Mike

Ahla Tawari

[Signature]

[Signature]

For the Society

[Signature]

J. Corbett

[Signature]

[Signature]

[Signature]



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Foundation's Program

The Society agrees to provide the Union within ninety (90) days of ratification of the Collective Agreement a letter outlining the purpose of the Foundations Program, the Society's plans for the program and a list of employees working in the program, their classification, job description, and hours of work. The Society agrees that if the Union, after reviewing the job description, is of the view that a new occupational classification has been established by the Society, a grievance under Article 18.01 shall be considered timely. The Employer agrees to meet with the Union within ninety (90) days of ratification to discuss the Foundations Program. The Society agrees that if another Foundations home is opened the positions shall be posted in accordance with the Collective Agreement. The Society recognizes CUPE Local 2190 as the sole and exclusive bargaining agent for all employees covered by this agreement.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

[Signature]

[Signature]

[Signature]

[Signature]

For the Society

[Signature]

J. Corbett

[Signature]

[Signature]

[Signature]



Catholic Children's Aid Society of Toronto
Collective Agreement
APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Joint Committee to Review Work of Volunteers

The Society and the Union will continue to discuss issues and to examine work and services performed by volunteers in relation to bargaining unit work as they arise with the Union. Additional resources may be invited by either party subject to the agreement of the other.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Gabel

M. Rose

Ahala Tavaras

[Signature]

[Signature]

For the Society

[Signature]

J. Corbett

Dianne Ward

[Signature]

[Signature]



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Joint Programs and Projects - Catholic Children's Aid Society and Children's Aid Society of Toronto

WHEREAS CCAS and the Union are desirous of effecting an arrangement whereby the () continues to be staffed by members selected from the respective bargaining units of the CCAS and the Children's Aid Society of Toronto while at the same time giving necessary recognition to the terms and conditions of the Collective Agreement between the Children's Aid Society of Toronto and CUPE Local 2316.

NOW WITNESSETH the following agreement:

1. That this Agreement shall remain in effect for two (2) years from the date of signing of this Agreement or the term of the Collective Agreement between CCAS and the Union or, the term of the Collective Agreement between Children's Aid Society of Toronto and CUPE Local 2316, whichever of the three (3) is the longer.
2. That each such position at () shall be designated as a position of the CCAS or a position of the Children's Aid Society of Toronto as established hereinafter and designated in Schedule 1 annexed to this Letter of Understanding.
3. For the purposes of filling vacancies at (), the following procedures shall apply:
 - (a) Where a vacancy occurs with respect to a position that is designated as a CCAS position, said vacancy shall be posted in accordance with the provisions of the Collective Agreement between the CCAS and the Union and shall be identified as a CCAS designated position. Said vacancy shall be simultaneously posted at the Children's Aid Society of Toronto;
 - (b) Employees from the CCAS shall be entitled to apply for any such posted position. The Union hereby also recognizes the right of persons employed by the Children's Aid Society of Toronto who are members of the bargaining unit pursuant to a Collective Agreement between Children's Aid Society of Toronto and CUPE Local 2316 to apply for any such posted position.
 - (c) In selecting a suitable applicant consideration shall be given first to any applicant from the CCAS.
 - (d) If there is no applicant from the CCAS or it is determined that there are no suitable applicants from the CCAS, applicants from the Children's Aid Society of Toronto shall be given consideration prior to other external candidates.
 - (e) Selection of all said applicants shall be effected in accordance with the provisions and criteria of the Collective Agreement between the CCAS and the Union.



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

4. Where a vacancy occurs at () with respect to a position designated in accordance with Schedule 1 as a position at Children's Aid Society of Toronto and said vacancy is posted and identified as a designated Children's Aid Society of Toronto position, the Union hereby recognizes that the posted vacancy is one that employees of the CCAS are entitled to apply for as a preferred external applicant.

5. The scheduling of hours of work shall be established in accordance with the provisions of the Collective Agreement and the services needs of () in order to ensure that there is adequate service provided to the clients. Where a conflict arises in regard to the foregoing, the terms of the collective agreement shall prevail.

6. The CCAS and the Union agree that all other terms and conditions of the Collective Agreement between CCAS and the Union shall apply to all employees from the CCAS and working at () for the duration of said employment at (). It is further understood and agreed that paragraphs 3 and 4 modify the applicable provisions in the Collective Agreement with respect to job postings. This is on a without prejudice basis for the purpose of the operation of this agreement only.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Guel

[Signature]

[Signature]

[Signature]

[Signature]

For the Society

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Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Lateral Transfer

Notwithstanding Article 15.01, where a permanent position is posted, for which a candidate in a permanent position would be a lateral transfer, the senior candidate with the highest seniority shall be appointed to the position provided they meet all criteria as posted.

For the purpose of this letter only, lateral transfer shall be defined as the same job title.

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

[Signature]

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[Signature]

[Signature]

For the Society

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Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Intent

Letter of Expectation Process

The employer will meet with CUPE Local 2190 within three (3) months of ratification of this Collective Agreement to review the corrective action process which includes "Letter of Expectations".

This letter of intent shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

[Signature]

Paula Tavares

[Signature]

[Signature]

For the Society

[Signature]

J. Corbett

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[Signature]



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Liability Protection

The Society will negotiate with the insurance provider to extend legal defense coverage up to \$90,000. If successful, such insurance to become effective on the date the employee is charged and there is no subrogation against the employee in the event that the employee is not acquitted of all charges. All claims will be submitted directly to the insurance carrier and eligibility shall be subject to the terms of the insurance policy. All disputes relating to coverage with respect to any claim shall be determined as between the claimant and the insurance carrier and shall not be the subject matter of a grievance and/or arbitration.

In the event that the Society is unsuccessful in negotiating an extension of legal defense coverage Article 26 shall apply.

In the event the employee does not elect to utilize the services of legal counsel approved by the Society, the Society and the Local agree to provide the employee a list of counsel who have expressed interest in the provision of service. In doing so, the Society and the Local are not endorsing the use of said legal counsel.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

[Signature]

Paula Tavares

[Signature]

[Signature]

For the Society

[Signature]

J. Corbett

[Signature]

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Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Local Superior Provisions (Consensus Agreement #14, signed June 4, 2011)

The parties agree that the process of the Provincial Discussion Table (PDT) is about strengthening, building and creating capacity in the sector. The Consensus Agreement signed on June 4th, 2011 states that there shall be no loss of current entitlements as a result of accepting the terms of the PDT agreement and where there are current employee entitlements which are superior to those outlined in the PDT agreement, those superior provisions shall prevail and continue into the renewed collective agreement, unless mutually agreed locally by the parties. The parties to this collective agreement agree that the aforementioned superior provisions obligation has been fulfilled by the terms of this collective agreement.

This letter of understanding does not form part of the collective agreement and shall not be the subject matter of a local 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 the expiry of the collective agreement except by express agreement of the parties.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Gierl

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[Signature]

For the Society

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[Signature]



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Maintenance Staff After Hours Service

After Hours Schedule

After Hours refers to time periods during which a maintenance employee must be available and able to respond, within a reasonable amount of time, to resolve an urgent issue by returning to the workplace or addressing the concern from home. After Hours applies to the time periods that are not regular working hours and a schedule will be developed as needed. Maintenance staff shall be notified two weeks in advance of the schedule unless otherwise mutually agreed.

1. After Hours

An employee on an After Hours Schedule is not required to stay at home, but they must make sure that they can be contacted and are able to start work within a reasonable time. A return to the workplace is not necessary in all circumstances.

2. Two Week After Hours Schedule

Maintenance employees shall rotate on an After Hours Schedule on a two week basis. There shall be one Maintenance employee available for a two week period who shall be responsible for all emergency after hours calls for all locations. The schedule will rotate every two weeks.

3. Compensation

Maintenance employees shall receive an additional \$1.00/hour for service Monday to Friday and \$1.25/hour for service on Saturday and Sunday.

Maintenance employees shall be paid at regular rate of pay for time spent on the phone, in accordance with Article 30.3 (c), when they are able to resolve a call over the phone without returning to the workplace.

In the event the employee is required to go to the workplace, the employee will be required to contact the Manager of Property Services for prior approval. In the event the employee is required to return to the workplace Article 30.07 applies.

4. Where an employee is unable to fulfill the obligations of the After Hours Schedule, the employee may switch shifts with another Maintenance employee to ensure coverage. If the employee is not able to arrange for coverage, the employee shall advise the manager who will be responsible for ensuring coverage for the After Hours Schedule.



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Grech

M. Rose

Shula Tawara

Jack O

F. O

For the Society

IDA 555

J. Corbett

Edwina Ward

Olivia Smith

Grant Kumpf



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

One Site Model

1. Every active employee, **except for casuals**, will have **access to a workspace**;
2. **Should an employee request storage space (a secure, lockable) space, one will be provided.**
3. The space will be evaluated for conformity to good CPTED (Crime Prevention Through Environmental Design) and security principles. The Joint Health and Safety Committee as part of the normal process will bring forward any safety concerns at the Joint Health and Safety Committee meeting(s);
4. The Society will identify locations for access visits and client meetings which occur outside of 2206 Eglinton Avenue East and will notify the union of same. These locations will provide for safe office/work space for employees;
5. Employees required to use personal vehicles for Society business shall be guaranteed parking at no cost to the employee at 2206 Eglinton Avenue East;
6. The Society will endeavor to secure a preferred rate for employees who do not require a vehicle for Employer business;
7. The Employer agrees to post the "Safety for All" Statement in public spaces at the new location so that all visitors can see it;
8. Joint Health and Safety Committee will meet within **thirty (30) working days of completion of the current construction to discuss worker safety.**

During the term of this collective agreement the parties agree to include the ongoing workspace planning as a standing agenda item for Union Management meetings.

The employer will ensure that there is bargaining unit representation on any committees related to workspace planning.



Catholic Children's Aid Society of Toronto
Collective Agreement
APRIL 1, 2023 to March 31, 2026

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

M. K. R.

Paula Tavares

[Signature]

[Signature]

For the Society

[Signature]

J. [Signature]

[Signature]

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Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Overtime

The parties agree to maintain a working group comprised of equal representatives of Management (3) and CUPE Local 2190 (3) to discuss the accumulation of overtime for all bargaining unit positions and strategies to limit hours of overtime including:

- Determine where, when, how and why overtime is accumulated, taken and paid out
- Service Standards, Volume and Trends Workload and Work Processes Impact of CPIN Workflows

The Society is committed to support a safe, healthy, inclusive and fulfilling work environment and to promote a culture of self care. The Society will continue to discuss ongoing issues as they arise with the Union. Additional resources may be invited by either party subject to the agreement of the other.

This Letter of Understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Grell

M. K. R.

Shyla Tausch

J. K.

J. K.

For the Society

I. D. S.

J. Costello

Dianne Ward

Cheryl Smith

Shirley Kumpf



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Payroll

During the term of this agreement the parties agree to meet to discuss article 33.03 and the potential to move payroll from "in current" to "in arrears". The parties acknowledge that any movement to an "in arrears" payroll system will require mutual agreement of the Society and the Union.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Heald

M. Rose

Shula Tancos

J. Rose

J. Rose

For the Society

IDA

J. Corbett

Debra Ward

Glenn Smith

Scott Kemp



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Provincial Discussion Table & Sub-Committees (Consensus Agreement # 5, 6 & 7, signed June 4, 2011)

In support of the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe CAS ea and the Children's Aid Societies of Ontario Employers Group, signed on June 4, 2011, the parties to this agreement shall support the establishment of the following provincial groups:

- Provincial Discussion Table (PDT) (now known as OACAS Labour Relations Committee/LRC)PDT – Sub-Committee – Worker Safety Group
- PDT – Sub Committee – Workload Measurement Group

This letter of understanding does not form part of the collective agreement and shall not be the subject matter of a local 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 the expiry of the collective agreement except by express agreement of the parties.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Grell

[Signature]

[Signature]

[Signature]

[Signature]

For the Society

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Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Social Work & Social Services Worker Act, 1998

The Ontario Government has passed legislation, the Social Work and Social Service Work Act, 1998, to establish the Ontario College of Social Workers and Social Service Workers. The legislation requires that in order to continue to practice using the title "Social Worker" or "Social Service Worker" or to be identified as a "Social Worker" or "Social Service Worker" that persons who practice social work or social service work become a member of the College.

The parties agree to continue to examine the legislation and the implications specifically as it relates both to employers and employees in child welfare. If any bargaining unit members choose to become a member of the College such employee shall suffer no loss of employment or reduction of wages and benefits by nature of discipline of such College.

The Society agrees during the term of this Collective Agreement to meet and discuss with the Union issues arising from the proclamation of the Social Work and Social Services Work Act.

Where such affiliation is voluntary, the Society agrees to continue its present practice in regard to payroll deduction.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

[Signature]

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[Signature]

[Signature]

For the Society

[Signature]

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Catholic Children's Aid Society of Toronto
Collective Agreement
APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Staff Retention and Redeployment

The Society commits to hiring and retaining qualified employees and undertakes to give priority to hiring permanent staff, where possible, subject to Article 15.

The Society strives to retain permanent employees. No permanent bargaining unit employees covered by the terms of the Collective Agreement as of date of ratification will be laid off between **April 1, 2023 and March 31, 2026**.

The Society and the Union agree that the Society may offer a "voluntary exit option" to specific groups of employees at its discretion.

Should position reductions become necessary, the Society will undertake to consider reductions across job functions in the Society on a proportional basis.

Realignment

In the event that the Society redesigns and realigns its services, the parties will meet in advance to discuss the impact of the restructuring on bargaining unit employees in accordance with Article 42 - Organizational Changes and Article 43 - Technological Change.

REDEPLOYMENT

The Society and the Union agree to the use of redeployment, transfer and attrition to avoid lay-offs and displacements. When redeployment is necessary to avoid a lay-off, the Manager, HR and the Union will first meet to discuss the lay off and the process of redeployment. The process of redeployment shall include the following principles:

- application of seniority;
- the location and skills of the affected workers.

In recognition of Article 40.04 it is hereby acknowledged that where there is a declared surplus of employees coincidental with vacancies elsewhere within the Society, the Society will, where applicable, fill the vacancies by transferring said surplus employees in the said vacancies;

Where there exists a high interest in the said vacancies, the surplus employee(s) shall be provided the opportunity to select the vacancy of their choice based on seniority.

- It is hereby acknowledged that Article 15, including the job posting requirements will be suspended in order to effect said transfers. The Society also reserves the right to post vacancies which are restricted to permanent staff;
- An employee in a position that is being eliminated or reduced may be transferred to a position in a different job class provided the employee has the necessary skills and qualifications to perform the work. The employee shall be provided with training deemed necessary by the Society. In the event that the employee does not accept the transfer,

the employee shall be deemed to have resigned, and receive termination pay, and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-six (26) weeks pay inclusive of obligations under the Employment Standards Act, 2000, as amended from time to time;

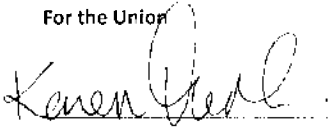
- Salary Protection - When an employee whose current annual salary exceeds the current salary range maximum of the position to which they have been transferred, their salary will be held at the same rate until the maximum of the range for the new position exceeds the existing salary.

For purposes of this letter, the term "lay-off" shall not include or apply to the lay-off of an employee from their position where an employee is provided alternate work without loss of time.

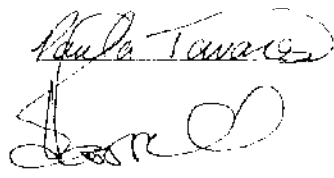
This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

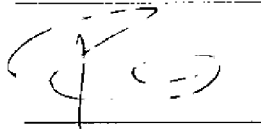
Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

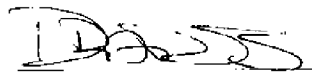


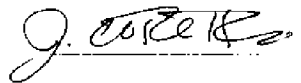


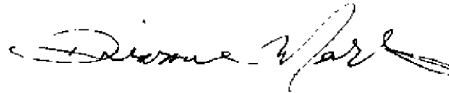




For the Society













Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Transition Supports

For the life of the agreement, and in the event of a lay-off of an employee as described in Article 40.02 c), the employee will be provided with the following transition supports:

Professional Transition Counselling

The Society will provide transition support based on the employee's length of service through a provider of the Society's choice. Such transition support may include but, not be limited to:

- Post-separation coaching;
- Preparation of marketing tools and strategies;
- Resume design and development;
- Letter design and development;
- Review of various approaches to the employment market, including the open and hidden market;
- Preparation for marketing;
- Research tools and techniques;
- Telephone techniques;
- Interviewing.

Supplementary Termination Pay

In the event of a lay-off and in accordance with Article 40.02, the Society will provide additional termination pay of one (1) week per year of service up to a maximum of eight (8) weeks.

Benefits Continuation

The Society will offer group insurance benefits continuation for the same period as the transition support.

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Wood

[Signature]

[Signature]

[Signature]

[Signature]

For the Society

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[Signature]



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Worker Authorization

The Society agrees during the term of this Collective Agreement to meet and discuss with the Union issues arising from "Worker Authorization".

The Employer recognizes CUPE Local 2190 as the sole and exclusive bargaining agent for all employees covered by this agreement.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Groll

M. Khan

Amala Tavaras

[Signature]

[Signature]

For the Society

[Signature]

J. Costello

[Signature]

[Signature]

[Signature]



Catholic Children's Aid Society of Toronto

Collective Agreement

APRIL 1, 2023 to March 31, 2026

Letter of Understanding

Workload

Function	Caseload Range	Workload Review Caseload Assessment Required	Caseload Cap
Investigation	8 - 10	12	16
Family Services	12 - 17	17	19
Children-in-Care-Child & Youth	15 - 19	18	20
Children-in-Care-Adoption	15 - 19	18	21
Children-in-Care-Family Services	14 - 18	17	19
Coaches	7 cases 3 - 4 workers		7 cases
Kinship Service	14 - 18	17	19

Caseload Range

It is the goal of the Society to keep the caseload range to manageable levels defined below and effective on the following dates:

Investigation	8 - 10
Family Services	12 - 17
Children-in-Care-Family Services	14 - 18
Children-in-Care-Child & Youth	15 - 19
Children-in-Care-Adoption	15 - 19
Coaches	7 cases when they have 3 - 4
Kinship Service	14 - 18 children/youth

Caseload Assessment Required

Where an individual worker's caseload (total number of cases including cases that are slated for closing or transfer) approaches any of the following levels defined below are effective on the following dates:

Function	April 1, 2018
Investigation	12
Family Services	17
Children-in-Care-Family Services	17
Children-in-Care-Child & Youth	18
Children-in-Care-Adoption	18
Kinship Service	17

The following Workload Assessment Process will be initiated.

Note 1: Where a worker has a mixed caseload covering more than one area of service, the caseload number for that worker shall be adjusted, based on an average percentage weighting of the caseload numbers in those service areas that the worker is involved in. Caseload numbers for part-time workers will be pro-rated accordingly.

Note 2: It is the goal of the Society to keep workload of all workers without an established case caps to manageable levels. To this end, workers in a position without established case caps can access the Workload Assessment Process as outlined below.

Note 3: The parties agree to meet within six (6) months of ratification to review caseloads for Child Protection Worker – Investigation and Assessment staff working out of the Child and Youth Advocacy Centre (CYAC) to determine if any specific workload language is required.

Workload Assessment Process

Workload Assessments will include:

- A consideration of exceptional workload incurred through temporary coverage of another worker's caseload;
- Identifying and initiating the necessary steps to minimize the likelihood that the individual worker's caseload number will exceed the caseload levels specified above.

1. The Supervisor shall conduct a Workload Assessment of the individual worker's total caseload to determine whether the individual's caseload is likely to exceed the caseload levels specified above or is advised by an individual worker that they believe that their workload level has increased to an unmanageable level, the individual worker may request that the Supervisor conduct an assessment of his/her workload.

If the Supervisor concludes that the individual worker's caseload is likely to exceed the caseload levels specified above, and is unable to effect the necessary measures, the Supervisor shall involve the Branch Manager or Service Manager to explore alternatives towards resolution.

A decision shall be made by either the Supervisor or the Branch or Service Manager level within fifteen (15) working days from the date that the request for assessment process was initiated.

2. If the individual worker is not satisfied with the decision at the Supervisor or Service Manager level, the request for assessment shall be referred to a Committee comprised of the Director of Service and the Director of Human Resource Services and the Union within ten (10) working days from receipt of the decision at the Branch or Service Manager level. The Committee shall convene a meeting of all persons necessary to address the individual worker's request for a workload assessment within five (5) working days of the filing of the issue. The individual worker shall be present. The Society and the Union may have one (1) additional outside representative provided notice of such representatives attendance is given in advance to the other party.

The Committee shall have seven (7) working days from the date of such meeting to provide a written decision which shall include the necessary steps to minimize the likelihood that the individual worker's caseload number will exceed the requisite level and/or how the claim of unmanageable workload will be addressed.

3. It is further understood and agreed that this letter of understanding and any of its terms as well as Workload Assessment Process is not deemed to constitute in any way either directly or indirectly a right of refusal to work.

This letter of understanding shall only be the subject matter of a grievance or arbitration, as follows:

- Where a written decision with specific undertakings is provided in the Assessment Process in #2 above, and the Society fails to implement the specific terms of that decision within any timelines specified in the decision, any grievance filed by or on behalf of the individual worker shall be limited to a claim that the Society has failed to implement the terms of the written decision and shall not include any claim that the Society acted in bad faith;
- Furthermore if the grievance is referred to arbitration, the scope of arbitral remedy shall be limited to ordering the specific undertakings in the written decision that the Society has failed to implement.

Caseload Caps

The Society will ensure that an individual worker's caseload will not exceed any of the following levels at any time:

Function	April 1, 2023
Investigation	16
Family Services	19
Children-in-Care - Family Services	19
Children-in-Care - Child & Youth	20
Children-in-Care - Adoption	20
Sr. Child Protection Coaches	7 cases when they have 3-4 new workers
Kinship Service	19

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

CPA and Law Clerk Workload Assessment Review

The parties agree that the Employer will meet with a member of the CUPE 2190 Local Executive, two (2) CPA's and two (2) Law Clerks, within six (6) months of ratification to review and discuss the workload for the CPA's/Law Clerks. The parties will mutually agree upon appropriate caseload ranges and caseload caps that will operate on a trial basis beginning no later than April 1, 2019. The caseload ranges and caps will remain in place until they are amended by the parties in the next round of negotiations.

Kinship Workload Assessment

The parties agree that the Employer will meet with a member of the CUPE 2190 Local Executive, and (2) Kinship Assessment Workers within six (6) months of ratification to review and discuss the workload for the Kinship Assessment positions. The parties will mutually agree upon appropriate caseload ranges and caseload caps that will operate on a trial basis beginning no later than April 1, 2019. The caseload ranges and caps will remain in place until they are amended by the parties in the next round of negotiations.

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

Dated at Toronto, Ontario, this 28th day of March 2024

For the Union

Karen Ghosh

M. Rose

Shula Tawana

[Signature]

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For the Society

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J. Corbett

Edwina Ward

[Signature]

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