

COLLECTIVE AGREEMENT

- between -

**Jewish Vocational Service
of Metropolitan Toronto**
(hereinafter called the Employer)

- and -

**Canadian Union of Public Employees
and its LOCAL 2137**
(hereinafter called the Union)

Term: April 1, 2023 to March 31, 2026

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ARTICLE 1 – INTENT AND PURPOSE

- 1.01 The general purpose of this Agreement is in the mutual interests of the Employer, the Union and the Employees, and is to provide for economy of operation, quality and quantity of service to the community, and to establish and maintain a satisfactory procedure to cover the settlement of differences arising out of this Contract, and to set forth those working conditions which have been negotiated.
- 1.02 The Union recognizes that in order to provide a proper relationship between the parties, the Employer must obtain the support and financial assistance of the community and the Union agrees to support the Employer in obtaining such objectives.
- 1.03 To promote efficient and effective programming and service, the Employer and the Union recognize they have a mutual interest to maintain and enhance a constructive, co-operative relationship. Therefore, this Agreement between the Employer and the Union is formed to provide:
- (a) satisfactory working conditions and terms of employment for all Employees who are subject to this Agreement;
 - (b) a procedure for the prompt and efficient resolution of grievances

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Employer and remain exclusively within the rights of the Employer and its Management. Without limiting the generality of the foregoing, the Employer's rights include:
- (a) the right: to maintain order, discipline and efficiency; to make, alter and enforce, rules and regulations, policies and practices, to be abided by its Employees; to discipline and discharge Employees who have completed their probationary period for just cause;
 - (b) the right: to select, hire and control the working force and Employees; to transfer, assign and promote, demote, classify, layoff, recall, and suspend Employees; to plan, direct and control activities;
 - (c) the right: to manage the Employer's activities in order to satisfy its commitments and responsibilities; the right to determine the objectives of the Jewish Vocational Service of Toronto, and the manner and means by which those objectives will be met; the right to determine the location, relocation or dissolution of its offices and the extent of its services; the right to delegate or assign activities, programmes or work to other agencies, organizations or their Employees; the right to establish standards to be met by Employees in the performance of their duties; the right to determine the content of jobs to be performed by Employees; the right to introduce new programmes and to

revise existing programmes, the right to decide on the number of Employees needed by the Employer at any time, the number of hours to be worked, starting and quitting time; and generally the right to manage its activities without interference are solely and exclusively the right of the Employer;

- (d) the sole and exclusive jurisdiction over all activities, buildings, equipment and Employees shall be vested in the Employer.

2.02 The Employer agrees that it will not exercise the foregoing rights set out in Article 2.01 in a manner inconsistent with the expressed provisions of this Agreement.

ARTICLE 3 – RECOGNITION

3.01 Bargaining Unit and Exclusions

The Employer recognizes the Canadian Union of Public Employees as the exclusive bargaining agent of all Employees of the Jewish Vocational Service of Metropolitan Toronto, save and except Managers, and persons above the rank of Manager, Executive Assistant to President/CEO, Human Resources positions, Administrative positions supporting persons above the rank of Manager, Marketing and Development positions, Finance positions, and students (including Co-op and internship students).

3.02 Employee Definition

The term “Employee” and the word “Employees” whenever used in this Agreement shall mean an Employee in the Bargaining Unit covered by Article 3.01.

3.03 Full-time Employee Definition

The term “Full-time Employee” for the purposes of this Collective Agreement shall mean an Employee employed by the Employer who is regularly scheduled to work more than twenty-one (21) hours per week and up to thirty-five (35) hours per week.

3.04 Part-time Employee Definition

The term “Part-time Employee” for the purposes of this Collective Agreement shall mean an Employee employed by the Employer who is regularly scheduled to work twenty-one (21) hours or less per week, having made a commitment to be available for work on a continuous predetermined basis. It is understood that a Part-time Employee may be scheduled in addition to the predetermined number of hours at the Employer’s discretion and the Part-time Employee may decline the additional hours.

Part-time Employee benefits will be in accordance with Article 21 and Appendix ‘A’.

3.05 Contract Employee Definition

The term “Contract Employee” for the purposes of this Collective Agreement shall mean an Employee employed by the Employer for a defined period not to exceed one (1) year.

Contract Employees employed by the Employer in a new position for a new project which may include Government job creation and work experience programs, shall be employed for a defined period not to exceed two (2) years. If such Contract Employee's work is not completed within the two (2) year period, an extension date will be discussed and may, with the mutual agreement of the parties, be extended for a period not to exceed six (6) additional months.

Contract Employees are eligible to apply for job postings of the Employer within the last month of their contract. Early applications will be considered upon management approval.

3.06 Contract Employee Information

- (a) All Contract Employees shall be covered by all the terms and provisions of this Collective Agreement except as provided in this Article 3.05. In the case of Contract Employees where any provision of this Collective Agreement conflicts with the provision of Article 3.05, the provisions of Article 3.05 shall prevail.
- (b) Contract Employees shall not establish or acquire any seniority during the period of their employment as contract employees. Such Employees shall have their employment terminated at the expiration of the special project or contract period for which they have been specifically hired without having established any seniority. If, however, a Contract Employee during the period of employment is hired to fill a regular position in the bargaining unit, the Contract Employee shall be credited with seniority retroactive to the date of the commencement of the Employee's current term of continuous employment unless there has been a break in the Employee's continuous service of at least three (3) months.
- (c) The dismissal of any Contract Employee during the first one-hundred and thirty (130) days of work, shall be at the discretion of the Employer. Such discretion shall not be exercised arbitrarily or discriminatorily.

The Employer and the Union with mutual agreement in writing may extend the above noted periods by thirty (30) working days, or such other period as the parties may agree in writing.

- (d) Notwithstanding 3.06 (c), the Employer shall have the right to terminate the employment of any Contract Employee prior to the scheduled expiration of the contract and subsequent to the one-hundred and thirty (130) days of work period in 3.06 (c),
 - (i) by giving two (2) weeks' notice, or pay in lieu thereof, if the Employer is not relying on just cause.
 - (ii) without giving two (2) weeks' notice, or pay in lieu thereof if the Employer is relying on just cause.

- (e) Notwithstanding any other provisions of this Collective Agreement, Contract Employees shall receive vacation and vacation pay, holidays and holiday pay in accordance with the provisions of the Employment Standards Act, as amended from time to time.
- (f) Without limiting the generality of the foregoing, Contract Employees shall not be covered by Articles: 12, 14, 16.08, 18. Article 21 will cover Contract Employees hired in excess of six (6) months.

Contract Employees who are hired for a period up to six (6) months shall not be entitled to benefits pursuant to Article 21.

Effective the first day of the 4th month of employment said Contract Employees shall receive an allowance of six percent (6%) of their regular salary in lieu of benefits.

Effective April 1, 2024 - From the date of employment Contract Employees shall receive an allowance of six percent (6%) of their regular salary for vacation pay.

Contract Employees are entitled to Public Holidays as governed by the *Employment Standards Act, 2000*, S.O. 2000, c.41.

3.07 Casual Employee Definition and Information

- (a) Notwithstanding any other provision of this Agreement, the term “Casual Employee” for the purposes of this Collective Agreement shall mean an Employee employed by the Employer without predetermined hours. It is understood that Casual Employees may decline the offer of hours.
- (b) The ratio of the total hours worked by Casual Employees to the total number of hours worked by members of the bargaining unit, including the hours of work by Casual Employees, shall not exceed five percent (5%).

The Employer shall review the said casual hours worked and total hours worked for each Employee each six (6) month period and provide a report to the Union of the said hours worked for each Employee in the bargaining unit.

In the event the total of casual hours worked in a given six (6) month period reviewed is in excess of five percent (5%) as described above, then the Employer:

- (1) shall reduce its usage of Casual Employees for the following six (6) month period with a goal of not exceeding five percent (5%) for the twelve (12) month period; and
- (2) shall consult with the Union with respect to the adjusted goal for the following six (6) month period.

In the event the usage is in excess of five percent (5%) for that twelve (12) month period, then the Employer:

- (3) shall reduce its usage of Casual Employees for the following six (6) month period with a goal of not exceeding five percent (5%) for the eighteen (18) month period; and
 - (4) shall consult with the Union with respect to the adjusted goal for the following six (6) month period.
- (c) The Employer shall continue to monitor and adjust its usage according to the above and advise the Union in the event the ratio continues to be in excess of five percent (5%).
- (d) The Employer shall deduct union dues according to the provisions of this Collective Agreement.
- (e) The Employer may terminate the employment or reduce the assignment of hours to a Casual Employee at its discretion.
- (f) Casual Employees shall be placed on the salary grid according to the placement provisions of this Collective Agreement and shall be entitled to disbursements according to Article 17 of this Collective Agreement. Other than provisions of this article, and the articles related to grievance and arbitration, no other provision of this Collective Agreement shall apply. Notwithstanding the foregoing, nothing herein interferes with the right of the Casual Employee to apply for a posted position with the understanding that such Casual Employee shall have no seniority recognized for their period of employment as a casual Employee.

3.08 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or where regular employees are not readily available.

ARTICLE 4 – UNION SECURITY AND REPRESENTATION

4.01 Dues Remittance

The Employer agrees to deduct, from the earnings of each Employee, from each paycheque, regular Union dues and to remit the total amount so deducted monthly to the National Union Office of the Canadian Union of Public Employees on or before the 24th day of each month together with a list of the Employees from whom such deductions have been made. The list shall include the totals of gross regular wages paid to all Employees in the bargaining unit who paid dues in that month. A copy of the list shall be sent to the Local Secretary Treasurer.

4.02 Dues Deductions and Check-off

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

4.03 Employee List

The Employer will provide to the Union following the date of ratification, and annually thereafter, a list of Employees which shall include each Employee's name, address, phone number (and other available personal phone numbers), job title/classification, personal email address (if available) and gross weekly salary. The list shall be in alphabetical order. Each Employee is required to provide to the Employer any change in name, phone number and address.

The list will also indicate the employee's base location and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a semi-annual basis.

4.04 Dues Disclaimer

The Union agrees to hold the Employer harmless against all claims, demands, and expenses should any person at any time contend or claim that the Employer has acted wrongfully or illegally in making such dues deduction.

4.05 Information for New Employees

All new Full-time, Part-time and Contract Employees shall be issued by JVS an introductory package including, but not limited to: letter of employment, job description, explanation of summary of Employee benefits for Full-time, Part-time and Contract Employees, explanation of Jewish Holidays and an explanation concerning vacation and sick leave accumulation. The Union shall provide an electronic copy of the Collective Agreement.

4.06 Introduction to Union Steward

On commencing employment, the Employee's immediate supervisor shall introduce a new Employee to a Union Steward. An Officer of the Union shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership, and their responsibilities and obligations to the Union.

4.07 Gender Reference

It is understood and agreed that the pronouns used in the Collective Agreement will be gender inclusive, and that where the feminine or masculine pronoun is used, so too shall the provision apply to an employee identifying as gender non-binary.

Gender-neutral language, also referred to as gender-inclusive language, means, “speaking and writing in a way that does not discriminate against a particular sex, social gender or gender identity, and does not perpetuate gender stereotypes.”

4.08 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

ARTICLE 5 – COMMUNICATIONS

5.01 Correspondence

All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto, shall be forwarded to the Recording Secretary of the Union, with a copy to the President. The Union shall inform the Employer in writing of the name and address of the Recording Secretary of the Union and of any changes as they occur. All correspondence, from the Union to the Employer, arising out of this Agreement or incidental thereto, shall be forwarded to the President/CEO or designate at the Employer’s main office.

5.02 Bulletin Boards

The Employer will ensure that a Union bulletin board is available at every work location. The Union may post notices on the Union bulletin boards located at the various Employer locations announcing Union meetings, social events, and such other information which is not antagonistic in nature. The Union shall not post or distribute on the Employer’s premises any pamphlet or literature which may be contentious without the written permission of Management. The Union bulletin board at all locations will have a printed copy of the current Collective Agreement posted.

5.03 Facsimile Machine or Employer’s Email

The Union may request the permission of the Employer to use the Employer’s facsimile machine or Employer’s email to send a copy of a notice which is to be posted on the Union bulletin boards. Such permission will not be unreasonably withheld. Without limiting the generality of the foregoing, permission will be deemed to be reasonably withheld if the use of the machine or email will interfere with the operations of the Employer.

ARTICLE 6 – HEALTH AND SAFETY

6.01 Multi-Workplace Joint Committee

The Employer and the Union will continue to maintain a Multi-Workplace Joint Health and Safety Committee as permitted by the Minister of Labour on March 25, 2015. The Union shall elect or appoint no more than seven (7) representatives.

6.02 Minimum Standards

The provisions of the *Occupational Health and Safety Act* shall provide the minimum standards for workplace safety and for the Committee's operations unless amended by the provisions of the Article.

6.03 Refusal of Work

An Employee may refuse to work or do particular work where they have reason to believe that:

- (a) any equipment, machine, device or thing that the worker is to use or operate is likely to endanger themselves or another worker;
- (b) the physical condition of the workplace or the part thereof in which they work or are to work is likely to endanger themselves; or
- (c) any equipment, machine, device or thing they are to use or operate or the physical condition of the workplace or the part thereof in which they work or are to work is in contravention of the *Occupational Health and Safety Act* or the regulations there under and such contravention is likely to endanger themselves or another worker.

6.04 Investigation

In the event, that an employee refuses to work pursuant to Clause 6.03, the investigation and decision-making procedures set out in the *Act* will be followed.

6.05 Alternative Work Assignment

Nothing herein interferes with the right of the Employer to assign alternative work or to give alternative directions to an employee pending the investigation or decision about the refusal to work.

ARTICLE 7 – REPRESENTATION

7.01 Union Representation

The Union shall elect or appoint from amongst Employees up to eight (8) floating Union Stewards that can represent members at any of the locations. The Union will inform the Employer in writing of the identity of all Union Representatives and the Employer shall not be obligated to recognize such personnel until it has been so informed. In addition to and subject to the same conditions as the foregoing, the Union shall advise the Employer of all other Union Officials.

7.02 Discipline Representation and Records / Right to Have Steward Present

(a) Right to Have Steward Present

An employee shall have the right to have their Steward present when the Employer has a meeting for the purpose of issuing discipline or where the Employer is conducting fact finding or investigations with bargaining unit members.

Where the Employer intends to meet with an Employee for disciplinary purposes, the Employee will be informed, in advance, of their right to have a Union Steward present. For the purpose of this Article discipline means a written reprimand, suspension, or termination of employment.

Where performance feedback is provided, which is not disciplinary in nature or where discipline is not contemplated, no union representative need be present.

(b) Records of discipline are to be removed from an employee's file after eighteen (18) months from the date of discipline provided the employee remains discipline free in the said eighteen (18) month period.

The Employee's medical documentation shall be stored in a secure location and shall be kept confidential to the extent practicable, subject to applicable laws.

7.03 Union Steward Representation

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Union Steward may assist any Employee, which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

7.04 Union Negotiating Committee

The Employer recognizes the right of the Union to appoint or select a negotiating committee of up to three (3) Employees and will recognize and deal with such committee with respect to negotiating the renewal or modification of this Agreement at the proper time.

The Employer will pay up to three (3) Employee members of the negotiating committee for time lost from work during their regular working hours while attending a scheduled day of negotiations with the Employer, up to the date upon which a request for a "No Board Report" is made, and such payment shall be at the Employee's basic rate of pay exclusive of any premium or bonus. When the request for a "No Board Report" is made, such payment shall cease.

7.05 Union Grievance Committee

The Grievance Committee shall be composed of two members of the Union plus the Steward directly involved with the grievance.

7.06 Approval for Union Meetings

The Union agrees that no Union Member or Representative will conduct any Union activities on the premises of the Employer except to perform their duties under this Agreement. Prior to conducting such duties on the premises of the Employer, the Union Member or Representative shall request the permission of Human Resources and the Immediate Supervisor or designate. Such permission will not be unreasonably withheld. No Union Official shall have access to the premises of the Employer without the express consent of Human Resources or their designate, and such consent will not be unreasonably withheld.

7.07 Approval for Union Officers' Duties

The Union representatives have regular duties to perform on behalf of the Employer and shall not leave their regular duties except to perform their duties under this Agreement. Prior to leaving their regular duties, they shall request the permission of their immediate supervisor or designate. Such permission will not be unreasonably withheld. Time spent in investigating or dealing with grievances during regular working hours shall be considered time worked.

7.08 Union/Management Committee

A Union/Management Committee shall be established consisting of representatives of the Union and representatives of the Employer, which will include members of the Human Resources Committee. The Committee shall enjoy the full support of both parties. There shall be four (4) representatives from the Union selected by the Union and four (4) representatives from the Employer selected by the Employer.

7.09 Terms of Reference, Union Management Committee

The Committee shall concern itself with the following general matters:

- (1) considering constructive criticism of all activities so that better relations shall exist between the Employer and the Employees;
- (2) recommending the improvement and extension of services to the public;
- (3) promoting safety and sanitary practices;
- (4) reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service);
- (5) recommending correction of conditions causing grievances and misunderstanding.

7.10 Union/Management Committee Meetings

The Committee shall meet up to five (5) times per year at a mutually agreeable time and place or virtually by mutual agreement. Its members shall receive a notice and agenda of the meeting at least two (2) weeks in advance of the meeting. Employees shall not suffer any loss of regular pay for time spent with this Committee. The Union president or designate shall be entitled to prepare for the said meeting two (2) hours in advance of the meeting without loss of compensation.

7.11 Union/Management Joint Chairpersons

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

7.12 Union/Management Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared, transcribed and signed by the joint chairpersons as promptly as possible after the close of the meetings. The Union, the CUPE representative, and the Employer shall receive two (2) signed copies of the agreed upon minutes within three (3) days following the meeting. The Employer shall distribute a copy of the agreed upon minutes to each site of the Employer to be posted on the Union bulletin boards.

7.13 Union/Management Jurisdiction of Committee

The Committee shall have no jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its Members or the Employer in any discussions or conclusions reached in their discussions. The Committee shall make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The discussions held in such meetings shall be considered privileged and shall not be referred to in any hearing before a board of arbitration, arbitrator, or any other tribunal.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Intent

Both the Union and the Employer agree that they desire the speedy resolution of grievances. The grievance procedures herein provided for are amongst the most important matters in the successful administration of this Agreement. The Employer and the Union therefore agree that the designated grievance procedure, as hereinafter set forth, shall serve as and constitute the sole and exclusive means to be utilized by the grievor and the Union for the prompt disposition, decision and final settlement of a grievance arising in respect of the interpretation, application, administration or alleged violation of this Agreement, and the specifically designated grievance procedure shall be strictly followed. Wherever the term

“grievance procedure” is used in this Agreement, it shall be considered as including the arbitration procedure.

8.02 Definition

“Grievance” shall mean a written complaint or claim concerning improper discipline or discharge, or a dispute with reference, to the interpretation, application, administration or alleged violation of this Agreement.

8.03 Time Limit Definition

All time limits referred to in the grievance procedure herein contained shall be deemed to mean “work days”. For the purpose, of this Article, the phrase “work days” means Monday to Friday, excluding holidays pursuant to Article 14.

8.04 Written Notification

No employee shall have a grievance, and the Employer is under no obligation to consider or process any grievance, unless and until the Employee has discussed the complaint with the Employee’s immediate supervisor.

Where an Employee has a complaint which, if not resolved, could become the subject of a grievance, the employee shall bring such complaint to the attention of their immediate Supervisor in writing and advise the Immediate Supervisor that this matter is being raised at the complaint stage. Such complaint must be initiated within ten (10) working days of the incident or issue occurring or within ten (10) working days of when the Employee should reasonably have been aware of the incident or issue giving rise to the complaint.

The grievor’s Immediate Supervisor shall reply in writing to the Employee within five (5) working days. If the matter has not been resolved within five (5) working days, the complaint may be taken up as a grievance and dealt with in the following manner and sequence.

8.05 Discussion of Complaint

If the Employee’s complaint or matter is not resolved in discussions with their Immediate Supervisor to the Employee’s satisfaction, the Employee may bring a formal grievance in writing, to be processed as follows:

Step No. 1

The grievance shall be presented to the grievor’s Immediate Supervisor and Human Resources within ten (10) working days from the reply at the complaint stage or following the time for the reply at the complaint stage or following the time for the reply at the complaint stage. The Immediate Supervisor and/or Human Resources will give the Union a written reply as soon as possible, but not later than five (5) days after such decision. If such reply is not satisfactory to the Union, and the Union chooses to process the matter to Step 2 then the next step must be taken within five (5) days of the such reply, but not thereafter, unless mutually agreed as provided for in Article 8.09 hereof.

The grievance referred to above shall identify:

- (a) the facts giving rise to the grievance;
- (b) the section or sections of the Agreement claimed violated;
- (c) the relief requested; and shall be signed by the Employee and the Union Steward.

Step No. 2

At this step, the written grievance shall be presented to the Head of Human Resources or designate within the aforesaid five (5) days of receipt of the Supervisor's reply, but not thereafter, unless mutually agreed as provided for in Article 8.09 hereof. A meeting will be held between the Union Grievance Committee together with the grievor involved and a representative of Human Resources and other representatives of Management within five (5) days of the presentation of the written grievance at Step 2. A Representative of the Union may also attend at this meeting. The Head of Human Resources or designate shall give their written reply to the Steward within fifteen (15) days of such meeting.

If such reply is not satisfactory to the grievor, the next step (processing the grievance to arbitration) must be taken within ten (10) days after the delivery of such reply, but not thereafter, unless mutually agreed as provided for in Article 8.09 hereof.

Step No. 3

In the event the grievance is not settled at Step 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within twenty (20) days from the delivery of the decision at Step 2 but not thereafter. The notice shall contain the name of the moving party's proposed Sole Arbitrator.

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

If the request for arbitration under Step 3 is not so given within such twenty (20) day period, the decision at Step No. 2 shall be final and binding upon both parties to this agreement and upon any Employee involved.

8.06 Sole Arbitrator

The Arbitrator shall have the authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application,

administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.

8.07 Sole Arbitrator Limits

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

8.08 Arbitration Costs

Each party hereto shall bear its own costs of and incidental to any such arbitration proceedings. The fees and charges of the Sole Arbitrator shall be borne equally by the two (2) parties hereto.

8.09 Grievance Procedure Requirements

The time limits and other procedural requirements set out in this Article 8 are mandatory and not merely directory. Therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limit shall be deemed to be abandoned. No matter may be submitted to arbitration, which has not properly been carried through all specified previous steps of the grievance procedure within the time specified. Where the parties mutually agree, the mandatory provisions of this Article 8 may be waived. Such mandatory provisions shall only be deemed to have been waived by the parties, or either of them, where the parties both sign a written waiver.

8.10 Grievance Settlements and Decisions

A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the grievor, and shall not be subject to reopening by any party except by agreement in writing.

8.11 Reimbursement of Wages

When an Employee's grievance is settled by the parties or determined by an arbitrator on the basis that the Employee is entitled to be reimbursed for wages lost as a result of action on the part of the Employer in violation of this Agreement, such reimbursement shall be at the Employee's normal pay, as the Employee would have worked for the Employer, but there shall be subtracted therefrom all unemployment insurance benefits, any other statutory and contracted provisions and earned wages received during such period.

8.12 Union Policy Grievance, Employer Grievance

A Union policy grievance or an Employer's grievance may be submitted to the Employer or the Union as the case may be in writing, within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union shall be held within five (5) days from the presentation of the written grievance and

shall take place within the framework of Step 2 of Article 8.05 hereof. The Employer or the Union, as the case may be, shall give its written decision within five (5) days after such meeting has been held.

If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within twenty (20) days of the delivery of such written decision and the arbitration sections of this Agreement shall be followed.

The provisions of this paragraph 8.12 shall not be used by the Union to institute a grievance directly affecting an Employee or Employees, which such Employee or Employees could themselves institute, and the provisions of Article 8.05 hereof shall not thereby be bypassed.

8.13 Discharge Cases

A claim by a Seniority Employee that the Employee has been discharged shall be treated as a grievance and shall commence at Step 2 of Article 8.05 provided a written grievance signed by the Employee and Union representative is presented to the President/CEO or designate within five (5) days after the discharge. The discharge grievance of any probationary Employee shall be dealt with pursuant to the Ontario Labour Relations Act R.S.O. 1990, as amended from time to time.

8.14 Group Grievance

Where a number, of Employees have similar grievances and each Employee would be entitled to grieve separately, they may present a group grievance identifying each Employee who is grieving within fifteen (15) working days after the circumstances giving rise to the grievance having occurred or ought reasonably to have come to the attention of the Employees. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.15 Mediation

The parties may mutually agree to utilize the services of an independent Mediator to mediate a grievance to assist the parties in resolving the grievance prior to proceeding with arbitration, and any time limits set out in the grievance procedure may be extended, accordingly, to allow for mediation. The selection of the Mediator will be by mutual agreement, and the cost of the Mediator will be shared equally between the parties. Nothing in this Article shall prevent the parties from agreeing to allow the arbitrator to act as a mediator during the arbitration process.

ARTICLE 9 – NO STRIKES OR LOCKOUTS

9.01 In view of the orderly procedure herein established by this Agreement for settling of disputes and handling of grievances, the Union undertakes and agrees that while this Agreement is in operation, neither the Union nor any Employee shall take part in or call or encourage any strike, picketing, sit down, slowdown, or any suspension of, or stoppage of the job or interference with work or production, which shall in any way affect the operation of the Employer, nor shall there be any sympathy strikes

or secondary boycotts, and the Employer agrees that it will not engage in the lockout during the term of this Agreement.

- 9.02 The word “strike” and the word “lockout” as used in Article 9.01 shall have the same meaning given to those words in the Ontario Labour Relations Act, R.S.O. 1990, as amended from time to time.

ARTICLE 10 – EMPLOYMENT

10.01 New Position

When a new permanent position is created or an existing permanent or contract position becomes vacant within the bargaining unit and the Employer decides to fill the position, Employees will be given an opportunity to apply.

10.02 Job Posting Guidelines

Notice of such a vacancy described in Article 10.01 will be posted on JVS Insider for seven (7) consecutive days and e-mailed to All Staff. At the same time vacancies can be advertised externally to expedite the process. Qualified internal applicants, including Casual and eligible Contract Employees, who meet the minimum qualifications of the job based on their application will be interviewed and considered. The internal process will be completed before external applicants are considered.

Where a Full-time, Part-Time, or Contract vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive days.

10.03 Internal Applicants

Employees wishing to be considered for the position shall apply in writing during the seven (7) consecutive days of the posting of the vacancy notice described in Article 10.02. Should no applicant have the minimum qualifications necessary to satisfactorily perform the requirements of the job, or if there are no applications, the Employer may fill the position in such manner as it sees fit.

- (a) When an internal applicant is successful in obtaining an interview, the Employer will notify the applicant in writing to confirm the date and time of the interview. At the same time, the Employer will provide an overview of the assessment techniques that the applicant will undergo throughout the application process. The Employer further agrees that for any single job posting application process, the evaluation process or processes used for internal and external candidates will be the same, in order to ensure a fair, transparent and equitable process. The Employer will take into account internal applicant's transferable skills within the organization.
- (b) Where an internal applicant is not invited for an interview or is unsuccessful in an application process, that applicant may request to receive feedback in respect of their application. The hiring manager will then meet with the

applicant to provide verbal feedback for developmental purposes. Subsequent to the meeting, and if requested, the hiring manager will provide a written summary of the meeting to the applicant.

10.04 Rehires

A person who is rehired after losing their seniority shall serve a new probationary period.

10.05 Job Postings

The internal notice of the vacancy or new position shall contain the following information:

1. job and classification;
2. to whom the application should be made;
3. qualifications or relevant related experience in lieu of qualifications, or combination thereof;
4. wage or salary rate or range;
5. the number of hours of work per week and days of work per week; the job posting will specify if the hours per week or days of work per week or both are expected to vary. It is understood that the number of hours posted represents the anticipated hours at the time of posting and is subject to change;
6. program/base location of the position.

10.06 Promotion

Having regard to the nature and responsibilities of the Employer, the Employer and the Union agree that primary consideration must be given to the competence of Employees to perform the requirements of the job. Accordingly, in cases of promotion of Employees, the following factors will be considered:

- (a) existing competence, efficiency and qualifications
- (b) performance and ability exhibited in the same or similar positions
- (c) past training and experience in the same or similar positions
- (d) seniority

Where, between Employees, the factors in (a) to (c) are relatively equal in the discretion of the Employer, which will not be exercised in an arbitrary, discriminatory manner, the senior qualified Employee will be selected.

Promotion as used in this Agreement means a permanent transfer to a higher rate job classification which results in the transferred Employee receiving a higher rate of pay.

10.07 Transfer to Contract or Secondment

Transfer of Regular Employees to a contract or secondment position with another employer, shall be by mutual agreement and affected Employees shall suffer no loss of seniority and shall return to their permanent or comparable position upon the completion of the assignment. Their permanent position shall be filled on a temporary basis.

10.08 Job Posting Waiting Period

Provided the Employee has completed the ninety (90) day trial period as per Article 12.06, the Employee selected following a job posting shall not be entitled to apply for another job posting for six (6) months following their selection without written consent of the Employer.

Notwithstanding the above, any Employee filling a Contract position or a Temporary vacancy, is only eligible to apply for a job postings of the Employer, within the last month of their term. Early applications will be considered upon management approval.

10.09 New Job Classification

- (a) When any classification within the Bargaining Unit not covered by Schedule 'A' is established during the term of this Agreement, the Union shall be notified, and the rate of pay shall be reviewed with the Union prior to implementation.
- (b) When a new position which is to be covered by this Collective Agreement is established by the Employer, the Employer shall determine the rate of pay for such new position and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) working days after receipt of notice from the Employer of such new position and rate. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within fifteen (15) working days of such meeting. The decision of the Sole Arbitrator shall be based on the relationship established by comparison with other positions within the bargaining unit having regard to the requirements of such position. Where the Sole Arbitrator establishes a new rate for the position, the rate of pay established will be paid retroactive to the date the Employee commenced work in the new position.

10.10 Non-Union Job Postings

The Employer agrees to post notices on JVS Insider of vacancies for positions outside the bargaining unit and to e-mail to All Staff. The failure of the Employer to make the said posting will not void the process or the filling of the position. The Union agrees that it will not grieve the application of this clause and that a decision of the Employer shall be at its sole opinion and at its sole discretion.

10.11 Union Notification, Bargaining Unit Exclusions

Where the duties and/or title of a Bargaining Unit position are to be changed; or where the duties and responsibilities of any new position to be created by the Employer are to be comprised in the greater part of work previously assigned to a Bargaining Unit position or positions, and where as a result the Employer intends to exclude such position(s) from the bargaining unit, the Union will be informed and shall be supplied with the necessary job descriptions.

10.12 Union Notification, Employee Status Changes

- (a) The Recording Secretary of the Union (with a copy to the President) shall be notified within seven (7) calendar days of the appointment to a vacant position with rate of pay.
- (b) The Employer agrees that on a semi-annual basis (two (2) times per year) it will provide to the Union a list of all unionized movement related to promotions, transfers, resignations or other terminations, leaves of absence or death, within the preceding six (6) months.

10.13 Temporary Vacancies

A temporary vacancy is a vacancy which the Employer intends to fill that arises on account of an emergency or urgent need anticipated to be of short duration or that is created by an Employee's temporary absence including an absence pursuant to Article 10.07. The Employer will outline to the Employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the Employee from their absence they shall have the right to return to their former position if it exists. In instances where an Employee returns to work prior to the initial estimated date of return, the returning Employee must give sufficient notice to permit the Employer to give notice to all Employees who, as a result, will be displaced from their current positions so that the Employer shall not be liable for payments to the resulting displaced Employee(s). In the event, that a Part-Time Employee fills the temporary vacancy, the Part-time Employee shall retain their Part-Time status during the temporary full-time period. When the temporary vacancy is anticipated to be eighteen (18) weeks or less, no job posting is required and, accordingly, nothing herein shall prevent the Employer from temporarily filling such temporary position or vacancy for a period of up to eighteen (18) weeks' duration, as the Employer may deem appropriate.

When the temporary vacancy is anticipated to last beyond eighteen (18) weeks, the Employer will post the vacancy upon learning same and will fill the vacancy on a temporary basis in accordance with the job posting procedure in Article 10.02.

The employment of an individual hired specifically to fill the temporary vacancy will terminate at the expiry of the term of the temporary vacancy without further notice or pay in lieu thereof, unless terminated prior to the expiry in accordance with Article 3.06.

10.14 Employee Accommodation

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

10.15 Access to Personnel File

Upon providing notice of at least one (1) week in advance, an Employee shall be entitled to access their personnel file for the purpose, of reviewing any evaluation or other documentation pertaining to their performance. The access to the file shall be in the presence of a representative of the Employer, and at a mutually agreeable time. The Employer agrees to provide the Employee one copy of requested material in their personnel file.

10.16 Confidential Medical Information

The Employer agrees to keep documentation from the Employee's doctor in a sealed envelope marked 'Confidential'.

Any information in an Employee's personnel file which contains medical documentation will be maintained in a secured format by Human Resources.

10.17 Vacation Statement

The Employer shall advise each Employee in writing by January 31st of the amount of vacation days taken during the preceding calendar year, and the amount of vacation days' entitlement remaining as of the preceding December 31st.

10.18 Sick Leave Statement

The Employer shall advise each Employee in writing by January 31st of the amount of sick leave days used during the preceding calendar year, and the amount of sick leave days remaining in their sick leave bank as of the preceding December 31st.

10.19 Performance Appraisal

A performance appraisal will not be used in a disciplinary manner. An Employee shall have the opportunity to provide comments and shall sign the document on completion. It is understood that the Employee's signature to the document shall indicate only that the appraisal has been seen and discussed.

10.20 Employee Transfer

Prior to transferring an employee, the Employer will notify the Union and seek input about alternatives to the transfer. The Employer in its sole discretion will make the determination as to the appropriate employee to transfer.

10.21 Team Lead

- 1) The Team Lead will be paid a premium of 10% of the maximum rate of pay for the Employee's current classification.
- 2) A Team Lead position may be instituted for a minimum period of thirty (3) days and not more than twelve (12) months. However, the Employer may extend the Team Lead position up to a total of eighteen (18) months.
- 3) Only qualified applicants will be considered for a Team Lead position. An employee who has held a Team Lead position which ended within the last twelve (12) months, cannot hold a further Team Lead position for the period of six (6) months after their Team Lead role ended, unless they are the only qualified applicant to perform the newly posted Team Lead position.
- 4) When in a Team Lead position, the Employee shall not:
 - a) Provide formal discipline to other unionized employees;
 - b) Be involved as part of an investigatory team investigating other unionized employees (although it is understood that the Employee may be involved as a witness); or
 - c) Be provided with Employee disciplinary or other sensitive information beyond what is necessary to perform their duties.
 - d) It is understood that no Employee will be moved into a Team Lead position without the agreement of the employee.

ARTICLE 11 – DISCRIMINATION AND HARASSMENT

11.01 Human Rights Code

The Union and the Employer agree to abide by the provisions of the Ontario *Human Rights Code, R.S.O. 1990*, as amended from time to time, and agree that there shall be no discrimination or harassment as defined by, and as provided for by the Ontario Human Rights Code, against any Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, sexual orientation, same sex partnership status, marital status, family status, record of offences, or disability.

11.02 Union Activities

The Union and the Employer agree not to discriminate against or harass an Employee for participation or non-participation in lawful union activities.

11.03 Harassment Definition

For the purposes of Article 11, and greater clarity, harassment is defined as engaging in a course of vexatious comments or conduct that is known, or ought reasonably to be known, to be unwelcome.

ARTICLE 12 – SENIORITY, LAYOFF & RECALL

A – Seniority

12.01 Probation Defined and Information

An Employee shall be considered a probationary Employee until the Employee has performed one-hundred and thirty (130) days of work for the Employer.

During the probationary period, the Employee will have no seniority rights. Upon completion of this period, the Employee's seniority shall be dated from the date the Employee commenced the required probationary period.

In the case of Part-time Employees, upon completion of the probationary period, the Part-time Employee's seniority shall be calculated pursuant to Article 12.02 and 12.03.

The layoff or dismissal of any probationary Employee shall be at the discretion of the Employer. Such discretion shall not be exercised arbitrarily, discriminatorily, or in bad faith.

The term "Seniority Employee" as used in this Agreement shall be deemed to mean an Employee who has completed the required probationary period.

The Employer and the Union with agreement in writing may extend the probationary period by thirty (30) days of work, or such other period as the parties may agree in writing.

12.02 Seniority Defined and Calculated

Seniority is defined as the length of service with the Employer in the Bargaining Unit, calculated upon the completion of the probationary period.

Seniority shall be attained only after the Employee concerned has finished the required probationary period Subject to Article 12.03.

- (a) The seniority of a Full-time Employee shall be based on the calculation laid out in Article 12.03, Seniority Accrual, and Article 12.07, Loss of Seniority.
- (b) Seniority shall operate on a bargaining unit wide basis.

12.03 Seniority Accrual

For the purposes of applying the seniority provisions of this Agreement, such seniority or provisions shall be applied only to the extent expressly provided for in this Agreement.

Subject to Article 12.07, an Employee's seniority shall be deemed to accrue in the following circumstances only, while:

- (a) actively working for the Employer
- (b) on vacation
- (c) on paid holiday
- (d) on all paid leaves of absence
- (e) on an approved medical leave of absence
- (f) on pregnancy/parental leave
- (g) on WSIB benefits
- (h) working in a non-bargaining unit position with the Employer for a period not exceeding one hundred and twenty (120) continuous working days or, if the Employee is covering for an Employee on pregnancy/parental leave, for the period of the leave.

12.04 Probation Evaluation

- (a) The Employer will complete an evaluation of an Employee at least twice during their probationary period. All Employees will be given a copy of their evaluation.
- (b) When a performance appraisal is prepared for an Employee during their probationary period, and in the event a performance appraisal is prepared by the Employer at any other time, it will not be disciplinary in nature. If a performance appraisal is prepared for an Employee they shall have the opportunity to provide comments and shall sign the document on completion. It is understood that the Employee's signature to the document shall indicate only that the appraisal has been seen and discussed.

12.05 Seniority, Transfer Outside Bargaining Unit

No Employee shall be transferred to a position outside of the Bargaining Unit without their consent. The appointment or selection of Employees by the Employer for supervisory positions or for any position not subject to the provisions of this Agreement is not covered by this Agreement, but if any Employee on a seniority list is so transferred or appointed and later is transferred back to a position which is governed by this Agreement, then they shall be credited with seniority based upon their seniority accumulated with the Employer from the date upon which they were last hired, and for greater clarification including seniority accumulated pursuant to 12.03(h) and 12.03(i).

12.06 Promotions Within Bargaining Unit, Trial Period

Whenever an Employee is promoted to a higher paying position in the bargaining unit, they shall be placed on a trial period until they have actively worked ninety (90) days. During this period, in the event:

- (i) the Employee wishes to return to their former position; or
- (ii) the Employer determines, in its sole discretion, that the Employee is not suitable for the position, and requires that they return to their former position

The Employee will return to their former position and salary without loss of seniority, and any other Employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority. The last person employed as a result of such changes may be laid off.

An Employee who exercises their right pursuant to (i) above, will not be allowed to apply for the same position within six (6) months of exercising their rights under (i) above.

Nothing herein interferes with the right of the Employee who is returned to their former position pursuant to Article 12.06(ii) from grieving the determination by the Employer that they are not suitable for the position.

12.07 Loss of Seniority

An Employee shall lose all seniority and service rights and be deemed terminated if:

- (a) an Employee voluntarily quits;
- (b) the Employee is discharged and not reinstated through the grievance and arbitration procedure;
- (c) the Employee fails to report for work for five (5) consecutive working days without an explanation satisfactory to the Employer;
- (d) for a period of eighteen (18) months, the Employee does not perform any work for the Employer; (Management and the Union agree that this shall not apply to staff members who are absent by reason of an injury sustained in the course of, or arising out of, employment. Management and the Union also agree that this shall not apply to Employees on a medical or other approved leave of absence);
- (e) after thirty-six (36) months of absence for reason of illness, accident, or injury an employee shall lose their seniority rights and their employment.
- (f) an Employee fails to return to work immediately after the expiration of any leave granted to the Employee unless the Employee can provide a reason satisfactory to the Employer;
- (g) the Employee retires;
- (h) the Employee's employment is terminated because of disability where such

termination does not constitute a breach of the Human Rights Code

- (i) an employee overstays a leave of absence or uses the leave of absence for something other than it was intended or granted; and/or
- (j) an employee fails to report for work in accordance with a notice of recall
- (k) an employee is not recalled to work after being on layoff for a period of twelve (12) months

A "Contract" Employee may be hired to replace the Regular Employee absent by way of accommodation pursuant to legislation for a period up to one (1) year, which may, with the mutual agreement of the parties, be extended for a period not to exceed six (6) months.

12.08 Probation on Rehire

A person who is rehired after losing their seniority shall serve a probationary period pursuant to Article 12.01.

12.09 Layoff Defined

A layoff is defined as any reduction in the workforce such as the elimination of a position, where an employee is reduced from full-time to part-time hours or in the case of Part-Time Employees, a 50% reduction of their hours of work, which is due to lack of work, reduction or discontinuation of a service or position, shortage of funds, or other material change in the organization, but does not include a Force Majeure event.

12.10 Union Notification of Layoffs

The Recording Secretary of the Union (with a copy to the President) shall be notified within seven (7) calendar days of all layoffs and recalls for all positions in the Bargaining-Unit.

12.11 Reassignment Prior to Layoff

- (a) Prior to commencing a layoff as defined in Article 12.09, in order, to maintain job security and minimize disruption, the Employer will first canvass any vacancies which could be filled by the affected Employee(s) who would otherwise receive notice of layoff. Affected employees will be permitted to fill vacancies, in order of seniority (where there is more than one employee who would otherwise be laid off) in the following order:
 - (i) First, a vacancy in the same Job Title, provided the employee is able, to meet the normal requirements of the position after a familiarization period of five (5) days;
 - (ii) Then, a vacancy in the same grade/classification, but a different position or Job Title, provided the employee is able, to meet the normal requirements after a two (2) day orientation period, followed by a five

(5) day familiarization period.

Following the identification of such a vacancy the individual and the Union will receive seven (7) calendar days' notice that the employee will be reassigned.

- (b) Following the receipt of a notice of reassignment, the Union may request a meeting with the Employer, within two (2) weeks of receipt of notice, to discuss the effect of the reassignment on the bargaining unit. At the meeting, the Union may make representations about the effect of the reassignment to the bargaining unit.

12.12 Layoff

Where a layoff as defined in Article 12.09 cannot be avoided by filling vacancies by reassignment pursuant to Article 12.11, the following layoff process will apply:

- (a) The Employer will identify the least senior employee(s) in the affected position/classification. The Employer will provide a notice of layoff to the individual(s) so affected and the Union in person, or by mail, fax or email, as long as delivery can be verified.
- (b) An employee in receipt of the notice of layoff may:
 - i) Accept lay off and be placed on the recall list for a period of twelve (12) months; or
 - ii) Opt to receive notice of termination and severance pay, if any, pursuant to the *Employment Standards Act, 2000*, accordingly waiving their right to recall; or
 - iii) In order of seniority, displace another employee who has the least bargaining unit seniority (including contract employees as defined in 3.06(b)) in, first:
 1. the same job title, and if not available, then
 2. an identical paying classification, and if not available, then
 3. a lower paying classification

in the bargaining unit if the employee exercising the right to displace has the ability to meet the normal requirements of the job after two (2) orientation days, followed by five (5) familiarization days. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with this Article.

- (c) An employee who exercises the right described in b (iii) above, shall advise the Employer of their intention to do so within seven (7) calendar days after receiving the notice of layoff.
- (d) An employee being displaced into a lower paying classification shall be paid

at the rate of pay in that classification closest to their current rate of pay.

- (e) The right to displace as described in paragraph b (iii) does not include the right to displace an employee in a higher classification.
- (f) No Full-Time Employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more volunteers.
- (g) A regular employee who has been displaced, and has received notice of layoff pursuant to Article 12.09, shall have the right to return to their previously held job title within a six (6) month period following the displacement, provided that they have the ability to meet the normal requirements of the job title which is are relevant to the program or department after a familiarization period of five (5) days.

If such a position becomes available, it is the employer's responsibility to identify that position to the employee described above via email. The Employer will also follow up with the employee via phone call, to ensure receipt of the email. If the employee is not reachable by phone, the email will suffice as notice.

- (h) It is the responsibility of the Employee to keep the Employer informed of their current email address.
- (i) Job postings will continue to be posted on the JVS website. During an individual's period of recall, they may apply to suitable JVS postings as an internal applicant in accordance with job posting provisions of the collective agreement.

12.13 Recall

- (a) Where the former position of an employee who received notice of layoff (and who is either on layoff or is working due to exercising their displacement right) becomes available, such employee shall be given notice of recall to such position in person, by mail or email. The Employer will also follow up with the employee via phone call to the employees last provided phone number on file, to ensure receipt of the mail and/or email notice. If the employee is not reachable by phone, the email will suffice as notice.
- (b) In the event, an available job is not filled pursuant to Article 12.13 (a), and where there are employees on recall, the position will be posted both internally and externally in accordance with Article 10 (Job Posting), and employees on layoff will have priority over external applicants.
- (c) If there are no successful internal applicants for the posting, employees who remain on layoff shall be recalled, in order of seniority, provided the employee can perform the normal requirements of the job after a two (2) day orientation period, followed by a familiarization period of five (5) days.
- (d) The notification shall state the job to which the employee is eligible to be

recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper mailing and/or email address being on record with the Employer. The employer will copy the union on any recall notice.

- (e) An employee who is subject to recall, and who was a full-time employee prior to layoff, may refuse one (1) offer of recall during the recall period, where the offer of recall is a part-time or temporary position.
- (f) Subject to (e) above, an employee in receipt of recall notice who fails to attend at work on the date and time specified by the recall notice will be deemed to have resigned.
- (g) An employee recalled and reinstated to their position shall receive a rate of pay on the same step of the wage grid as the employee earned immediately prior to layoff.
- (h) In the event of a dispute or disagreement as to whether employees on layoff can perform the available job, the Employer has the discretion to determine suitability based on the normal requirements of the job.
- (i) Where an employee has been laid off in accordance with this Article and recalled within twelve (12) months, the period of layoff shall be included in the calculation of their seniority.

12.14 Notice of Layoff

When an Employee is to be laid off for a period of more than thirteen (13) weeks, and the employee does not wish to be placed on the recall list, the Employee shall be provided with notice in accordance with the Employment Standards Act as amended from time to time. A lay-off notice period commences on the date the Employee identified as surplus is informed of the layoff.

In addition, the Employee shall be paid any severance pay payable pursuant to the Employment Standards Act as amended from time to time.

For clarification, an employee who accepts pay in lieu of notice and severance pay as applicable shall waive their right of recall.

12.15 Grievance Protocol on Layoff and Recall

When an Employee files a grievance claiming improper layoff and recall, the Employee shall identify the position in dispute and submit the grievance at Step 2 of the grievance procedure.

ARTICLE 13 – HOURS OF WORK

13.01 Hours of Work

The following is intended to define the normal hours of work for Full-time Employees but shall not be interpreted as a guarantee of hours of work per day or

per week, or days of work per week.

- (a) the normal work week for Full-time Employees employed on or before September 7, 2005, who are regularly scheduled to work Monday to Friday, shall be thirty-five (35) hours per week Monday to Friday, seven (7) hours per day.
- (b) The normal work week for all other Full-time Employees shall be thirty-five (35) hours per week.
- (c) An Employee who is described by paragraph 13.01(a) who chooses to regularly work a shift schedule other than Monday to Friday, or who is displaced according to the Collective Agreement into a position which is not scheduled Monday to Friday, shall thereafter be deemed to be included in paragraph (b).

13.02 Variable Hours of Work

It is recognized that due to program needs, exact hours of work provided for in this Article 13 may vary to some degree.

Adjustments to start and finish times to the Employee's will be by mutual agreement between the Employee and the Employer, taking into consideration business needs and seniority. Where agreement cannot be reached, the Employer will provide the Employee with fifteen (15) working days written notice before implementing changes in their start and finish times.

It is understood that other arrangements regarding work and overtime may be entered into between the parties with respect to variable work days or variable work weeks.

The Employer will endeavour to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the Employee's previous shift.

Shifts may be exchanged if agreed between the Employee and the Employer provided there is no cost to the Employer.

13.03 Time Off in Lieu

Employees directed by their Supervisor, be it by way of pre-approval or otherwise, to work more than seven (7) hours in a day or thirty-five (35) hours in a week will receive time off in lieu for such excess time at a time to be arranged by mutual agreement between the Employee and the Employee's supervisor. The Employee's Supervisor shall not arbitrarily reject any reasonable proposal after review of the department's staffing requirements. Time off will be granted on the basis on one (1) hour off for each hour worked up to the applicable overtime threshold as set out in the *Employment Standards Act*, as amended (currently forty-four [44] hours) worked per week. Lieu time is calculated at 1.5 times for any overtime hours worked in excess of the applicable overtime threshold set out in the *Employment Standards Act*, as amended (currently forty-four [44] hours), in each

work week.

Any accrued lieu time must be used prior to taking vacation time.

Lieu time can be accumulated up to twenty-eight (28) hours and must be used within six (6) months of its occurrence. If there is no mutual agreement to the scheduling of lieu time off, the Employer may schedule the Employee's lieu time off at its discretion.

Lieu time does not include days off in exchange for observed Jewish holidays, as per Article 14.01.

13.04 Breaks

All Employees will be permitted a rest period of fifteen (15) minutes both in the morning and afternoon and one (1) hour unpaid lunch.

13.05 Flex Time

The Employer at its sole discretion may, at the request of an Employee, agree to change the scheduled start and end time of an Employee where in the Employer's opinion, the changes will not interfere with the operations of the Employer. It is understood that the change in start and end time:

- (a) will not change the number of hours scheduled during the day prior to the change;
- (b) will not include compressing hours by eliminating breaks; and
- (c) the change in hours will not lead to an increase in compensation to the Employee.

In the event, there are more people who request to change their start and end time than the Employer in its sole discretion is prepared to allow, the Employees, if any, who will work the changed hours shall be selected according to seniority provided that this assignment, in the opinion of the Employer, will not interfere with the operations of the Employer. In the event of extenuating circumstances, seniority shall not prevail. Notwithstanding the foregoing, the Employer may upon twenty (20) days notice discontinue the flex time arrangement. If the Employer denies a request, they will substantiate such denial in writing to the employee.

ARTICLE 14 – HOLIDAYS

14.01 Public and Religious Holidays

The Employer recognizes the following as paid holidays, for Full-time Employees. Compensation shall be equivalent to the Employee's standard rate for a day worked, provided the Employee complies with the qualifications set forth in Article 14.02.

The designated holidays are:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Major religious holidays of the Agency's observance:

Rosh Hashanna (2)
Yom Kippur (1)
Passover (4)

14.02 Scheduled Shifts Around Holidays

In order, to qualify for payment for any of the holidays designated in Article 14.01, the Employee must work the scheduled shift on the declared work day immediately prior to and the scheduled shift on the work day immediately following the holiday.

14.03 Public Holidays Falling on Weekends

When a designated holiday, other than a major religious holiday of the Agency's observance, falls on a Saturday or Sunday, the Agency will observe the holiday on either Friday or Monday, in keeping with general practice in the community.

14.04 Religious Holidays Falling on Weekends

Where a major religious holiday of the Agency's observance falls on a Saturday or Sunday or designated holiday, no alternative day off will be granted.

14.05 Day Off for Religious Holidays

Where the Agency does not close on a major religious holiday of the Agency's observance and an Employee works on that day, the Employee will receive a day off in exchange. This substitute day must be taken within three (3) months of the holiday and before lieu time. This substitute day off will not be paid out should the Employee's employment end for any reason.

14.06 Part-Time Employees

- (a) The Employer will maintain the current practice for Part-time Employees for holidays and holiday pay.
- (b) Part-time Employees shall be compensated for major religious holidays of the Agency's observance when such holiday falls on a day that the Employee is normally scheduled to work.

ARTICLE 15 – SICK LEAVE

15.01 Sick Leave Defined

"Sick leave" means a period of time an Employee is permitted to be absent from

work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Worker's Health and Safety Insurance.

15.02 Sick Leave Accrual

Sick leave shall be earned by an Employee on the basis of one and one-half (1 1/2) days for each month of service. In the case of Part-time Employees, one hundred and fifty-one (151) hours worked shall be deemed to be equal to one (1) month of service. An Employee shall be entitled to an accrual of all the unused portion of sick leave for their future benefit to a maximum of ninety (90) working days.

15.03 A deduction shall be made from accumulated sick leave of all normal work days (exclusive of holidays) for sick leave. Absences of one hour or more, but less than a full day, shall be deducted by the hour.

Absences of one hour or less will be assessed on a case by case basis, and will be paid or authorized at the Employer's discretion.

15.04 Employees are entitled, after notifying their Manager, to use five (5) accumulated sick leave days per calendar year to provide care for illness, injury or medical emergency, or for an urgent matter for the following individuals:

- a spouse (common-law or same-sex),
- parent (step-parent, foster-parent or spouse's parent),
- a child (step-child, foster-child, or spouse's child),
- grandparent (step-grandparent),
- grandchild (step-grandchild or spouse's grandchild),
- spouse of a child,
- brother or sister,
- or a relative of the employee who is dependent on the employee for care or assistance.

15.05 Return to Work

Before an Employee on sick leave of greater than five (5) working days may return to work, the Employee may be required, at the discretion of the Employer, to present a doctor's certificate stating that the Employee is fit to return to work. Where a question arises as to the ability of an Employee to return to regular job duties, the Employer shall, if it chooses, have the right to have the Employee examined by a physician mutually agreed to by the Union and the Employer. In the event the Employer requires the Employee to be examined by a specialist mutually agreed to by the Union and the Employer, the Employer will bear the cost of the specialist. Clearance to return to work will not generally be required for commonplace illness such as a cold or the flu.

15.06 Employee Wellness Days

Employees shall be entitled to two (2) days off with pay per calendar year for personal wellness. Such time may be taken off on a half day basis. Employees are required to identify the purpose for absence at the time of notifying the Employer. Wellness days may not be taken immediately before or subsequent to a previously scheduled vacation. Wellness days are non-cumulative and cannot be rolled over. Wellness days are drawn from the Employee's sick bank.

15.07 WSIB Supplement

An Employee shall be allowed to use sick leave credits to supplement Worker's Health and Safety Insurance benefits at the rate of one tenth (1/10) sick leave day for each full working day on Worker's Health and Safety Insurance benefits subject to sick days being available. It is understood that the Worker's Health and Safety Insurance payments and their supplement shall not exceed an Employee's normal salary payable.

15.08 Cumulative Credit on Layoff

An Employee who has been laid off shall not be credited with or be entitled to use Sick Leave credits for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of lay off for up to twelve (12) months.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 Protocol

A leave of absence shall mean an absence from work requested by an Employee in writing and consented to by the Employer. Leave granted shall be in writing covering a specified period of time. Granting a leave of absence shall be at the sole discretion of the Employer and shall be without pay or other form of compensation. Upon request the Employer will give a written reason for withholding approval. The Employee shall not work in any other position during such leave of absence or use such leave of absence for any reason other than originally intended, unless agreed to by the Employer in writing.

16.02 Written Notice of Request

It is understood that, except in the case of bereavement leave, or emergency, the Employee shall give four (4) weeks' notice in writing of any requested leave to the Employee's supervisor.

16.03 Immediate Family – Definition

"Immediate family" for the purposes of this Agreement shall mean:

- spouse (includes both married and unmarried couples, regardless of gender identity),
- parent, step-parent, foster parent, child, step-child, foster child, grandparent,

step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse,

- spouse of the employee's child,
- brother or sister of the employee,
- relative of the employee who is dependent on the employee for care or assistance.

16.04 Bereavement Leave

- (a) Bereavement leave with pay shall be granted to seniority Employees upon request for up to five (5) days due to the death of: spouse (including same-sex or common-law partner), parent (or legal guardian), brother, sister, son and daughter (including step son or daughter).
- (b) Bereavement leave with pay shall be granted to seniority employees upon request for up to three (3) days due to the death of an aunt, uncle, mother-in-law, father-in-law, brother or sister-in-law, children-in-law, grandparent, grandchild.
- (c) An Employee may request an extension of up to two (2) additional days leave of absence with pay for special circumstances upon the approval of the Employee's Immediate Supervisor or designate, which approval shall not be unreasonably withheld.
- (d) Where an Employee requires a longer period for religious reasons, the Employee may be granted up to five (5) unpaid days for such leave of absence.
- (e) It is agreed that Employees requiring more time off in addition to the above, due to special circumstances, may request discretionary leave pursuant to Article 16.09.
- (f) It is understood that non-seniority Employees are entitled to unpaid bereavement days pursuant to the *Employment Standards Act, 2000*, as amended.

16.05 Jury or Crown Witness Duty Leave

The Employer shall grant a leave of absence to an Employee who serves as a juror or crown witness. The Employer shall continue the normal earnings and the Employee shall submit to the Employer the pay for jury service, excluding payment for travelling, meals or other expenses. The Employee shall present proof of service in the amount of pay received.

16.06 Pregnancy and Parental Leave

Pregnancy and parental leave shall be granted, pursuant to the Employment Standards Act as amended from time to time.

Conditions of Pregnancy and Parental Leave of Absence

1. Benefits, Seniority and Service

During pregnancy and/or parental leave, Employees will accrue:

- (a) Bargaining Unit Seniority
- (b) Service
- (c) Vacation Service

Employer paid premiums and contributions will continue, providing the Employee confirms in writing the benefits are to remain in effect, and all related Employee paid premiums and contributions will be made by the Employee during the leave.

2. Right of Return

An Employee returning from pregnancy or parental leave will be reinstated to the previous position, or where this is not practical, to an alternative comparable position within the Bargaining Unit.

3. Supplementary Employment Benefits (SEB)

During a pregnancy leave an Employee may be paid a Supplementary Employment Benefit [SEB], subject to approval of the appropriate agency, providing the Employee:

- (a) has at least one (1) year of continuous service with the Employer at the commencement of the leave
- (b) is eligible to receive Employment Insurance Benefits

To receive SEB during a pregnancy leave, an Employee must:

- (c) request the leave in writing
- (d) provide the Employer with proof that they have applied for and is eligible to receive Employment Insurance Benefits [EI]
- (e) agree in writing to repay the SEB in the event the Employee does not return to employment for a minimum of six (6) months following the end of the pregnancy leave
- (f) agree in writing to the deduction of pension plan contributions.

The SEB may be paid for the one (1) week EI waiting period at the commencement of the pregnancy leave, subject to the above. The SEB will be based on the Employee's gross base salary and will be paid to the maximum of seventy-five (75%) of the salary. Gross base salary is calculated

on the Employee's gross weekly wages before deductions, received on the last day worked prior to the start of the pregnancy leave less other premiums including, but not limited to irregular hours, overtime, shift premium or differential pay for temporary assignments.

Employees have no vested right to payments under the SEB plan except to payments during the period of unemployment specified in the plan.

4. During a parental leave for an Employee who did not take a pregnancy leave, an Employee may be paid a Supplementary Employment Benefit [SEB], subject to approval of the appropriate agency, providing the Employee:
 - (a) has at least one (1) year of continuous service with the Employer at the commencement of the leave
 - (b) is eligible to receive Employment Insurance Benefits (EI)

To receive SEB during a parental leave according to the above, an Employee must:

- (c) request the leave in writing
- (d) provide the Employer with proof that they have applied for and is eligible to receive Employment Insurance Benefits [EI]
- (e) agree in writing to repay the SEB in the event the Employee does not return to employment for a minimum of six (6) months following the end of the pregnancy leave
- (f) agree in writing to the deduction of pension plan contributions.

The SEB may be paid for the one (1) week EI waiting period at the commencement of the parental leave, subject to the above. The SEB will be based on the Employee's gross base salary and will be paid to the maximum of seventy-five (75%) of the salary. Gross base salary is calculated on the Employee's gross weekly wages before deductions, received on the last day worked prior to the start of the pregnancy leave less other premiums including, but not limited to irregular hours, overtime, shift premium or differential pay for temporary assignments.

Employees have no vested right to payments under the SEB plan except to payments during the period of unemployment specified in the plan.

5. Payments in respect of severance pay benefits are not reduced or increased by payments made under the plan.

16.07 Effect on Service Entitlements

Time taken on an unpaid leave of absence exceeding twenty (20) working days shall not be included when calculating service for determining vacation and other service-based entitlements, including active service under the Collective Agreement except as may be required by law.

16.08 Union Leave

The Employer will grant leaves of absence with pay to Employees requesting Union Leave subject to the following conditions:

- (a) The total number of work days granted to all Employees shall not exceed fifty (50) days in any calendar year;
- (b) In addition to the work days noted in (a) above, the Employer will permit the following additional leaves; up to six (6) work days for attendance at the Union's annual divisional conference; and up to ten (10) work days for attendance at the national conference every other year;
- (c) Any request(s) for conventions, conferences, and/or training related leaves shall be made by the Union at least fifteen (15) calendar days in advance. Request(s) for such leave with less than fifteen (15) calendar days notice, will be considered on a case-by-case basis;
- (d) Any request(s) for leaves other than conventions, conferences, and/or training shall be made by the Union at least seven (7) calendar days in advance where possible;
- (e) No more than three (3) Employees shall be absent on such leave at any one time;
- (f) No more than two (2) Employees shall be absent on such leave from one location, at any one time;
- (g) The granting of request(s) for such leave(s) will be subject to the Employer's operational requirements. Requests will not be unreasonably denied; and
- (h) Granting of requests for leave beyond the number of work days described in (a) and (b), or for more than the prescribed number of employees absent on such leave at any one time, shall be subject to the discretion of the Employer.
- (i) The Employer shall respond to any request for leave as soon as reasonably possible.

The Employer will pay the Employee's regular earnings and shall invoice the CUPE Local for all compensation, including wages and benefits for such leave(s).

16.09 Discretionary Leave

Notwithstanding any other provision for leave in this Agreement, the Employer may grant at its sole discretion, a leave of absence without pay to an Employee for, what in the opinion of the Employer, is an emergency or other unusual circumstance requiring the leave.

16.10 Education Leave

The Employer agrees, during the term of this Collective Agreement, to grant education leave on the following basis:

- (a) Any Employee who has completed at least seven (7) years of continuous service to the Employer may make written request for education leave for up to one (1) year to attend an accredited college, university, graduate school, or training program, either in Canada or abroad, for the purpose of improving educational qualifications related to goals of the Employer.
- (b) Such requests will be made in writing to the manager or designate at least five (5) months prior to the expected commencement of such leave. The manager shall advise the Employee in writing within thirty (30) days of their decision. The decision of the Employer shall be at its sole discretion. Such discretion shall not be unreasonably exercised.
- (c) Leave under this provision shall be without compensation or credit for any service related benefits. An Employee may, subject to any appropriate carrier, pay one hundred percent (100%) of premiums for benefits and remain eligible for coverage during the term of the leave.
- (d) The Employee shall be notified of reasons for any denials.

16.11 Professional Development

Seniority Employees are eligible for up to one (1) day of professional development per year. Employees may take such professional development days to attend an accredited course or program, including an examination, directly related to their employment, which has previously been approved by Management. Professional development days may be taken in half days.

Employees wishing to take a professional development half or full day must submit a Professional Development request form with at least four (4) weeks' notice.

The Employer retains sole discretion to approve or deny proposed professional development courses or programs based on the employee's employment with JVS, current function, operational requirements, job description or professional development.

Employees will be required to prove relatedness between the course or program content and their employment as well as enrollment, attendance and completion of

the professional development course.

16.12 Leave for Full-Time Union Office

Any Employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, may be granted leave of absence without pay, without benefits (including but not limited to the accumulation of vacation, sick leave, holidays and those health benefits which the insurer carrier will not authorize the continuation of) and without loss of seniority by the Employer, subject to operational needs, for a period of up to two (2) years. If the Employee returns to the Bargaining Unit within two (2) years, they shall be entitled to claim their former position if it exists or in the event that the position no longer exists, they will have the right to bump in accordance with their seniority.

Granting of this leave is subject to the legitimate business needs of the Employer, in the Employer's sole discretion. Leaves will not be denied in a manner that is arbitrary, discriminatory or in bad faith.

- 16.13 The leaves provided in the Collective Agreement that are similar or equivalent to those provided in the *Employment Standards Act*, as amended, shall be inclusive of, and not in addition to the leaves provided under the *Act*.

ARTICLE 17 – EXPENSE REIMBURSEMENTS

- 17.01 Where Employees are directed by their supervisor to undertake duties that require them to incur transportation, or meal expenses, the Employee will be compensated on the following basis:

- (a) Effective April 1, 2016, mileage will be reimbursed at the rate of fifty-two (52) cents per kilometre. This will be considered to cover all costs of the Employee's transportation from their program home base;
- (b) Parking fees, bridge and other toll costs incurred when the Employee's car is required by the Employer for Agency use, shall be reimbursed in full when appropriate receipts are provided;
- (c) Effective January 31st, 2010, it is understood and agreed that the Employees using their personal vehicles in conducting business on behalf of the Employer shall maintain third party insurance coverage in an amount of not less than two million dollars (\$2,000,000.00);
- (d) Employees required to provide their own vehicle as a condition of employment shall be provided T2200 Forms by the Employer upon request;
- (e) When the Employee is authorized by the Employer to use the TTC or other public transportation in the performance of their duties, they shall be reimbursed. The Employee shall be required to provide appropriate receipt (other than for the TTC). For greater clarification, this provision does not

apply for travel to and from the Employee's home and place of work;

- (f) Where attendance at meetings results in expenses for meals, such meals shall be reimbursed either to any predetermined charges, or to a maximum of eight dollars (\$8.00) for breakfast; twelve dollars (\$12.00) for lunch; and fifteen dollars (\$15.00) for dinner when appropriate receipts are provided.

ARTICLE 18 – VACATIONS

18.01 Entitlement by Job Classification

Employees shall be entitled to vacation with pay upon completion of each full year of continuous employment as follows:

1 – 9 years	4 weeks (20 working days)
10 years or more	5 weeks (25 working days)

18.02 Entitlement for Part-time Employees

Part-time Employees shall be entitled to vacation with pay in accordance with the provisions of Article 18.01 pro-rated to reflect the number of hours actually worked in the year by the Employee.

18.03 Anniversary Dates

The vacation year is the period between anniversary dates, except where mutually agreed upon for those Employees hired prior to the signing of this Agreement.

18.04 Compensation, Holidays During Scheduled Vacation

Where a statutory holiday falls during an Employee's vacation period, the Employee will receive another day off in lieu of the statutory holiday. No day off in lieu shall be granted for major religious holidays of the Agency's observance, which occur during an Employee's vacation period.

18.05 Sick Leave During Vacation

Should an Employee be on sick leave or under Worker's Health and Safety Insurance benefits prior to a scheduled vacation period, and the illness extends into the vacation period, the Employee shall be considered to be on sick leave until recovered, and the vacation shall be rescheduled.

18.06 Vacation Accrual Limitations

Earned vacation may be accrued up to one and one half (1½) times the Employee's annual maximum.

Vacation credits over the annual maximum may be carried over into the following year. The carried over vacation credits must be scheduled within the first three (3) months of that year. If an employee fails to schedule their accrued vacation over the annual maximum in this period, management reserves the right to schedule such excess vacation days within two (2) weeks' notice.

In addition to the notice provided pursuant to Article 10.17, the Employer will provide an updated status of an employee's vacation accrual status within thirty (30) days of the employee reaching their one-hundred percent (100%) accrual.

18.07 Advance Approvals

All vacations are to be approved, in advance, by the Employer.

ARTICLE 19 – SALARIES

19.01 Payment

Employees' salaries will be paid in accordance with Schedule 'A' attached hereto and forming part of this Agreement.

19.02 Salary Classification

Every Employee covered by this Agreement will be classified under a salary classification in accordance with Schedule 'A' of this Agreement.

ARTICLE 20 – PAY PERIODS

20.01 Pay Periods and Statements

Employees shall be paid by payroll deposit on the fifteenth (15th) and last day of each month. The Employer will endeavour to provide that the deposit slip will identify salary, overtime and other supplementary payments, if any, and all applicable deductions. The slip shall be enclosed in a sealed envelope.

20.02 Advance Payments

Employees wishing to be paid in advance for pay periods occurring during absence due to vacations or conferences must give both their supervisor and the supervisor of Accounting Office at least four weeks' notice in writing of such request.

ARTICLE 21 – GROUP BENEFITS

21.01 Dental Plan

The Employer agrees to pay on behalf of Employees who elect to participate in a Basic Dental plan, fifty percent (50%) of their premium cost. The Employee shall pay the other fifty percent (50%) of the premium by payroll deduction.

21.02 Vision Care

The Employer agrees to pay on behalf of Employees who elect to participate in a Vision Care Plan (\$325.00 every 24 months), fifty percent (50%) of the premium cost. The Employees shall pay the other fifty percent (50%) of the premiums by payroll deduction.

21.03 Premiums

The Employer agrees to continue the present practice of paying premiums for the following group benefits:

- (1) Extended Health paid one-hundred percent (100%) by the Employer
- (2) Life Insurance paid sixty percent (60%) by the Employer
- (3) Accidental Death and Dismemberment paid sixty percent (60%) by the Employer
- (4) Weekly Indemnity Insurance paid fifty percent (50%) by the Employer
- (5) Long Term Income Protection paid fifty percent (50%) by the Employer

21.04 Employee Benefit Plans

The Employee Benefit Plans set out in Appendix 'A', attached hereto, and forming part of this Agreement, shall apply to all eligible Employees in the Bargaining Unit.

21.05 Union Notification of Changes to Plans

The Employer shall provide to the Union written notice of changes to the Benefit Plan. The Employer will provide such notice within two (2) months of the effective date of change.

21.06 Mergers and Amalgamations

In the event that the Employer merges or amalgamates with any other body, such merger or amalgamation, will be discussed with the Union at a Labour-Management Committee meeting prior to the merger or amalgamation taking place.

It is understood that the Employer will make every effort to ensure that all Employees are credited with their seniority rights and service credits with the new employer.

ARTICLE 22 – GENERAL

22.01 Union Meetings

The Employer agrees to allow the membership of the Union Local to hold Union meetings on the Employer's premises subject to the following conditions:

- (a) such meetings shall be held after regular working hours and not interfere with the activities of the Employer;
- (b) such meetings are not held more than twelve (12) times per year;
- (c) the request for use of the Employer's premises will be made two (2) weeks in advance to allow for scheduling;

- (d) any cleaning of the premises made necessary by such meetings shall be the responsibility of the Union;
- (e) the Union will be responsible for ensuring that the premises are secured at the end of such meetings including activating the alarm system.

ARTICLE 23 – DURATION OF AGREEMENT

23.01 Dates Defined

This Agreement shall continue in effect until March 31, 2026, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

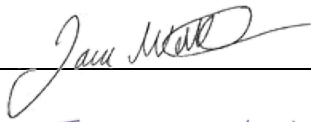
23.02 Notice to Negotiate Amendments

Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the 30th day of September, 2012 or similar periods thereof. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purposes of negotiations.


Dated at Toronto, Ontario the 1st day of February, 2024.


Jewish Vocational Service
of Metropolitan Toronto

Canadian Union of Public Employees,
and its Local 2137





Tereza Nolta





Demetra Nikolakakos





Schedule 'A'

Job Classifications and Salary Grid

April 1, 2023 – March 31, 2026

Class 1 Custodian	Year	Ec Inc	0	1	2	3
	April 1/23-March 31/24	2.00%	32,638	32,964	33,294	33,627
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1
April 1/24-March 31/25	2.25%	33,372	33,706	34,043	34,383	
April 1/25-March 31/26	2.50%	34,206	34,548	34,894	35,243	

2 Receptionist	Year	Ec Inc	0	1	2	3
	April 1/23-March 31/24	2.00%	39,473	39,843	40,215	40,592
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1
April 1/24-March 31/25	2.25%	40,362	40,739	41,120	41,505	
April 1/25-March 31/26	2.50%	41,371	41,758	42,148	42,543	

3 Line Supervisor	Year	Ec Inc	0	1	2	3	4	5	6
	April 1/23-March 31/24	2.00%	40,315	40,700	41,089	41,481	41,878	42,278	42,683
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4
April 1/24-March 31/25	2.25%	41,222	41,616	42,013	42,415	42,820	43,230	43,643	
April 1/25-March 31/26	2.50%	42,253	42,656	43,064	43,475	43,891	44,310	44,734	

4 Admin. Asst. Production Assistant	Year	Ec Inc	0	1	2	3	4	5	6
	April 1/23-March 31/24	2.00%	40,786	41,194	41,606	42,022	42,442	42,867	43,296
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4
April 1/24-March 31/25	2.25%	41,704	42,121	42,542	42,968	43,397	43,831	44,270	
April 1/25-March 31/26	2.50%	42,747	43,174	43,606	44,042	44,482	44,927	45,376	

5 Prog. Asst.	Year	Ec Inc	0	1	2	3	4	5	6	7
	April 1/23-March 31/24	2.00%	46,210	46,672	47,139	47,610	48,086	48,567	49,053	49,543
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4	Level 5
April 1/24-March 31/25	2.25%	47,250	47,722	48,199	48,681	49,168	49,660	50,156	50,658	
April 1/25-March 31/26	2.50%	48,431	48,915	49,404	49,898	50,397	50,901	51,410	51,924	

6A Intake Wkr.	Year	Ec Inc	0	1	2	3	4	5	6	7
	April 1/23-March 31/24	2.00%	48,289	48,770	49,257	49,748	50,244	50,745	51,251	51,762
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4	Level 5
April 1/24-March 31/25	2.25%	49,375	49,868	50,365	50,867	51,374	51,887	52,404	52,927	
April 1/25-March 31/26	2.50%	50,610	51,114	51,624	52,139	52,659	53,184	53,714	54,250	

6B Emp. Consult.	Year	Ec Inc	0	1	2	3	4	5	6	7
	April 1/23-March 31/24	2.00%	46,930	47,399	47,873	48,352	48,835	49,324	49,817	50,315
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4	Level 5
April 1/24-March 31/25	2.25%	47,986	48,465	48,950	49,440	49,934	50,433	50,938	51,447	
April 1/25-March 31/26	2.50%	49,185	49,677	50,174	50,676	51,182	51,694	52,211	52,733	

7 Retail Train. Workforce Specialist WFS/Job Coach	Year	Ec Inc	0	1	2	3	4	5	6	7
	April 1/23-March 31/24	2.00%	50,983	51,487	51,995	52,509	53,028	53,552	54,081	54,616
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4	Level 5
April 1/24-March 31/25	2.25%	52,130	52,645	53,165	53,691	54,221	54,757	55,298	55,845	
April 1/25-March 31/26	2.50%	53,434	53,961	54,494	55,033	55,577	56,126	56,681	57,241	

8A Emp. Couns. Prog. Fac. Voc.Eval.Coun. Emp. Couns./Mentoring Coach	Year	Ec Inc	0	1	2	3	4	5	6	7
	April 1/23-March 31/24	2.00%	52,724	53,250	53,781	54,317	54,859	55,406	55,959	56,517
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4	Level 5
April 1/24-March 31/25	2.25%	53,910	54,448	54,991	55,539	56,093	56,653	57,218	57,788	
April 1/25-March 31/26	2.50%	55,258	55,809	56,366	56,928	57,495	58,069	58,648	59,233	

8B Emp. Couns – Career Services	Year	Ec Inc	0	1	2	3	4	5	6
	April 1/23-March 31/24	2.00%	57,153	57,720	58,293	58,871	59,456	60,046	60,641
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4
April 1/24-March 31/25	2.25%	58,439	59,019	59,605	60,196	60,793	61,397	62,006	
April 1/25-March 31/26	2.50%	59,900	60,494	61,095	61,701	62,313	62,932	63,556	

8C Voc.Reh.Coun. Emp. Couns. - Disability Services	Year	Ec Inc	0	1	2	3	4	5	6
	April 1/23-March 31/24	2.00%	57,153	57,720	58,293	58,871	59,456	60,046	60,641
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4
April 1/24-March 31/25	2.25%	58,439	59,019	59,605	60,196	60,793	61,397	62,006	
April 1/25-March 31/26	2.50%	59,900	60,494	61,095	61,701	62,313	62,932	63,556	

8D Remed. Spec.	Year	Ec Inc	0	1	Entry	Level 1	Level 2	Level 3	Level 4
	April 1/23-March 31/24	2.00%	54,499	55,040	55,585	56,137	56,694	57,256	57,824
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4
April 1/24-March 31/25	2.25%	55,725	56,278	56,836	57,400	57,969	58,544	59,125	
April 1/25-March 31/26	2.50%	57,118	57,685	58,257	58,835	59,418	60,008	60,603	

8F Sr.Car.Couns.	Year	Ec Inc	0	1	2	3	4	5	6
	April 1/23-March 31/24	2.00%	59,394	59,988	60,588	61,194	61,806	62,424	63,048
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4
April 1/24-March 31/25	2.25%	60,731	61,338	61,951	62,571	63,196	63,828	64,467	
April 1/25-March 31/26	2.50%	62,249	62,871	63,500	64,135	64,776	65,424	66,078	

9 Coordinator Curr. Dev.	Year	Ec Inc	0	1	2	3	4	5	6
	April 1/23-March 31/24	2.00%	60,764	61,367	61,976	62,592	63,213	63,841	64,474
	Year	Ec Inc	Temp 1	Temp 2	Entry	Level 1	Level 2	Level 3	Level 4
April 1/24-March 31/25	2.25%	62,131	62,748	63,371	64,000	64,635	65,277	65,925	
April 1/25-March 31/26	2.50%	63,685	64,317	64,955	65,600	66,251	66,909	67,573	

Appendix 'A' Employee Benefit Plans

	Health, Dental, Life, Vision & STD (Standard Life)	LTD & AD&D Benefits (RBC)	6 % in lieu of Benefits	Pension Plan	Vacation Entitlement	Illness Entitlement
Student F/T or P/T	No	No	No	No	4% paid each pay	No
Contract less than 30 days F/T or P/T	No	No	No	No	6% paid each pay	No
Contract greater than 30 days but less than 6 months. If 15 hours/week or more	No	No	Yes, after 3-month waiting period	No	6% accrued in special account	Yes
Contract greater than 6 months F/T or P/T	Same as Regular Employment (see below)	Same as Regular Employment (see below)	No	No	6% accrued in special account	Yes
Regular Employment	Less than 15 hrs/wk: No benefits 15 - 21 hrs/wk: P/T benefits after 3-month waiting period More than 21 hrs/wk: F/T Benefits after 3 month waiting period	Less than 15 hrs/wk: No LTD or AD&D 15 - 21 hrs/wk: P/T AD&D after 3-month waiting period More than 21 hrs/wk: F/T LTD & AD&D after 3-month waiting period	No Employees who have completed a 3-month waiting period while on contract do not complete a 2 nd 3-month waiting period if they become regular staff.	For F/T Eligibility: Waiting period of 1 year from date that regular employment began plus remainder of month. (Starts on Day 1 of the month following the starting month.) For P/T Eligibility: For 2 yrs prior to enrolment: 1. Must be continuously employed 2. Must earn at least 35% of the annual YMPE (HR can calculate) 3. Must have worked at least 700 hours	Accrued on the basis of: F/T* 1 - 9 yrs = 4 wks/20 working days 10 yrs or more = 5 wks/25 working days *If P/T, then same as above only pro-rated	1.5 days for every 151 hrs worked. (e.g., a F/T, 5 day/wk employee receives 1.5 days per month of service, capped at 90 days; a 2.5 day/wk employee receives .75 days per month, capped at 45 days, etc.) Family Care Sick: maximum of 3 per year (included in Sick Leave)

Schedule 'B' – Implementation of JVS Salary Grid and Compensation Changes – April 1, 2022 – March 31, 2023

1. Grid Implementation

(a) Effective Date

The grid was introduced April 1, 2006.

(b) Placement on Grid

Placement initially on the salary grid for Employees in accordance with their years in the current classification, or higher classification. If the Employee would be placed at a rate lower than their salary at the time, Employee remains where they were, plus get the economic increases each time. The Employee off "cell" is not red circled.

(c) Placement on Grid with Job Promotions

Placement on the salary grid for Employees with job promotions are placed at the position on the grid of the higher classified job equal to the dollar value of the job the Employee is coming from, or the next immediate cell above. If the Employee's current paid salary in the lower job is greater than either the dollar value of the higher classified job, or the next immediate cell above, the Employee gets the economic increase when appropriate.

2. Movement on the grid

Employees who work more than twenty-one (21) hours per week move to the next cell on the salary grid on the first day of the month following their anniversary date of employment in that job or in a higher classification. Employees who work twenty-one (21) or fewer hours per week move after working one-thousand, eight-hundred and twenty (1,820) hours.

3. Placement on the Grid for External Hires

(a) Effective April 1, 2007, an Employee hired on or after April 1, 2007 can be given credit for one (1) step on the salary grid if the new Employee has at least one year of recent related experience, as determined by the Employer.

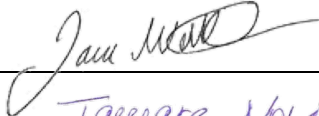
(b) Effective April 1, 2008, an Employee hired on or after April 1, 2008 can be given credit for two (2) steps on the salary grid if the new Employee has at least two years of recent related experience, as determined by the Employer.

(c) Effective April 1, 2009, an Employee hired on or after April 1, 2009 can be given credit for three (3) steps on the salary grid if the new Employee has at least three years of recent related experience, as determined by the Employer.

Dated at Toronto, Ontario the 1st day of February, 2024.

Jewish Vocational Service
of Metropolitan Toronto

Canadian Union of Public Employees,
and its Local 2137



Tereza Nolt —











LETTER OF UNDERSTANDING #1

BETWEEN

JEWISH VOCATIONAL SERVICE OF METROPOLITAN TORONTO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2137

Re: Contracting Out

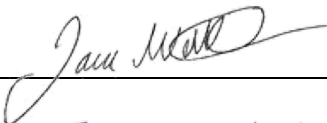
The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

This letter shall expire with the expiry of the Collective Agreement unless the parties agree to its renewal.

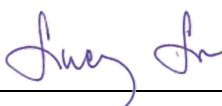
Dated at Toronto, Ontario the 9th day of January, 2024.


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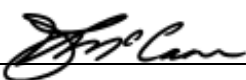
Tereza Nolt





Demetra Nikolakakos





LETTER OF UNDERSTANDING #2

BETWEEN

JEWISH VOCATIONAL SERVICE OF METROPOLITAN TORONTO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2137

Re: **Compressed Work Week Pilot 2023**

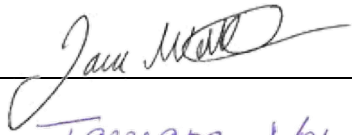
The Employer commits to review and consider the efficiency, success, and feedback of the six (6) month program. Nothing herein obligates the Employer to continue the program beyond six (6) months.

The Employer will provide the Union with two (2) weeks' advance written notice of the Employer's intent to either continue or cancel the program.

Dated at Toronto, Ontario the 24th day of January, 2024.


Jewish Vocational Service
of Metropolitan Toronto

Canadian Union of Public Employees,
and its Local 2137





Taewara Nohle

Lucy In



Demetra Nikolakakos





LETTER OF UNDERSTANDING #3

BETWEEN

JEWISH VOCATIONAL SERVICE OF METROPOLITAN TORONTO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2137

Re: Remote Hybrid Work

The parties acknowledge that the current Employer practice of Remote “Hybrid” work is covered by the terms and conditions of the “Hybrid Workplace Policy” (August 19, 2022) as amended from time to time by the Employer.

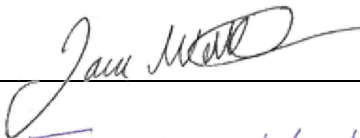
The Employer agrees that should there be a change in practice to the current Remote “Hybrid” work policy, the Employer agrees to advise the Union at least thirty (30) calendar days before implementing such change.

This letter shall expire with the expiry of the Collective Agreement unless the parties agree to its renewal.

Dated at Toronto, Ontario the 24th day of January, 2024.


Jewish Vocational Service
of Metropolitan Toronto

Canadian Union of Public Employees,
and its Local 2137





Taeewara Nolt

Judy In



Demetra Nikolakakos





LETTER OF UNDERSTANDING #4

BETWEEN

JEWISH VOCATIONAL SERVICE OF METROPOLITAN TORONTO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2137

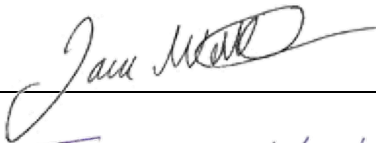
Re: Workforce Specialist

1. The Employer agrees to review the role of Workforce Specialist to determine the placement of the Workforce Specialist classification on the Salary Grid.
1. The Employer shall advise the Union of its determination within 90 work days of the date of ratification of the Collective Agreement.

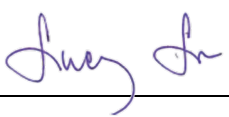
Dated at Toronto, Ontario the 1st day of February, 2024.


Jewish Vocational Service
of Metropolitan Toronto

Canadian Union of Public Employees,
and its Local 2137



Tareera Nohle





Demetra Nikolakakos

