

COLLECTIVE AGREEMENT

between

TOTAL COMMUNICATION ENVIRONMENT

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2605**

April 1, 2024 to March 31, 2027

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - SIGN LANGUAGE.....	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	1
ARTICLE 4 - RECOGNITION AND NEGOTIATIONS	2
ARTICLE 5 - NO DISCRIMINATION.....	3
ARTICLE 6 - CHECK-OFF OF UNION DUES.....	4
ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES.....	4
ARTICLE 8 - CORRESPONDENCE	4
ARTICLE 9 - LABOUR-MANAGEMENT COOPERATION COMMITTEE	5
ARTICLE 10 - LABOUR-MANAGEMENT RELATIONS	5
ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE BOARD	6
ARTICLE 12 - GRIEVANCE PROCEDURE.....	7
ARTICLE 13 - ARBITRATION.....	9
ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE	10
ARTICLE 15 - SENIORITY	11
ARTICLE 16 - PROMOTION AND JOB VACANCIES.....	14
ARTICLE 17 - LAY-OFF AND RECALL	17
ARTICLE 18 - HOURS OF WORK	18
ARTICLE 19 - OVERTIME.....	22
ARTICLE 20 - HOLIDAYS	23
ARTICLE 21 - VACATION	24
ARTICLE 22 - SICK LEAVE PROVISIONS	28
ARTICLE 23 - LEAVE OF ABESNCE	29
ARTICLE 24 - PAYMENT OF WAGE AND EXPENSES	34
ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION	35
ARTICLE 26 - WELFARE BENEFITS	36
ARTICLE 27 - HEALTH AND SAFETY	39
ARTICLE 28 - JOB SECURITY	45
ARTICLE 29 - CLOTHING ALLOWANCE	45
ARTICLE 30 - GENERAL CONDITIONS.....	45

ARTICLE 31 - PRESENT CONDITIONS TO CONTINUE	45
ARTICLE 32 - GENERAL	46
ARTICLE 33 - TERMS OF AGREEMENT	46
SCHEDULE "A" – PAY SCALE	48
SCHEDULE "B" – DEVELOPMENTAL SERVICES HUMAN RESOURCE STRATEGY	49
LETTER OF UNDERSTANDING – Homeshare Program.....	51
LETTER OF UNDERSTANDING – Special Needs.....	52
LETTER OF UNDERSTANDING – Full-time overnight awake positions.....	53
LETTER OF UNDERSTANDING – Sick Leave Provisions	54
LETTER OF UNDERSTANDING – Day Services.....	55
LETTER OF UNDERSTANDING – Joint Lobby	56
LETTER OF UNDERSTANDING – Accomodation	57
LETTER OF UNDERSTANDING – Job Security.....	58
LETTER OF UNDERSTANDING – Regularly Scheduled Hours	59
LETTER OF UNDERSTANDING – Violence	60
LETTER OF UNDERSTANDING – Same Sex Gender Staff for Client C.D.....	61
LETTER OF UNDERSTANDING – Funding Adjustments and Transparency.....	62
LETTER OF UNDERSTANDING – Labour Force Strategy	63
LETTER OF UNDERSTANDING – Long Term Care Call-in List and Filling Vacant Shifts	64
LETTER OF UNDERSTANDING – Workload	66
LETTER OF UNDERSTANDING – Central Table Bargaining.....	67
LETTER OF UNDERSTANDING – Joint Action for Proper Compensation.....	68
LETTER OF UNDERSTANDING – Wage Re-opener Language.....	70
LETTER OF UNDERSTANDING – Senior Counsellors	72

ARTICLE 1 - PURPOSE

- 1.01** The general purpose of this Collective Agreement is to maintain and improve the harmonious relations and settle conditions of employment between representatives of the Employer and its employees, to encourage efficient high quality service to residents and to foster a positive public opinion of TCE's programs and facilities for multi handicapped individuals, to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Collective Agreement, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc., and further to provide procedures for the prompt and equitable disposition of grievances. It is recognized by this Collective Agreement that the parties will cooperate fully, individually and collectively for the advancement of the said aforementioned objectives.

ARTICLE 2 - SIGN LANGUAGE

2.01 Sign Language Ability

The Union acknowledges that all Full-time, Part-time and Awake Overnight Employees are required to acquire and maintain a Level III American Sign Language certification and ability. Asleep Overnight Employees are required to acquire and maintain a Level II American Sign Language certification and ability, and Call-In Employees a Level I American Sign Language certification and ability.

Employees who are required to be absent from regular duties to attend sign class shall suffer no loss of earnings, seniority and/or service for such attendance. In addition such employees will be afforded one-half ($\frac{1}{2}$) hour travel time before and after classes without loss of earnings, seniority and/or service. It is understood that employees will return to their regular shift if there remains one (1) hour or more of such shift.

The Employer agrees to not change the master rotation schedule for the purpose of avoiding conflicts in class time and regularly scheduled hours.

Employees shall be responsible for payment of the registration fee. Upon presentation of certification at each level, the Employer will reimburse the cost of registration.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct the working forces, subject to the terms of this Collective Agreement. Without limiting the generality of the foregoing, it is the exclusive of the Employer:

- a) To maintain order, discipline and efficiency, and to make, alter, and enforce reasonable rules and regulations to be observed by employees.
- b) To hire, promote, demote, transfer employees, to assign employees to shifts, increase and decrease working forces, to schedule overtime, to schedule vacations, to approve leaves of absences.
- c) To discharge any employee who has passed probation for just cause and to discipline any employee for just cause.
- d) To determine job content and assignments, reasonable qualifications of and number of employees to perform work; to determine the services to be rendered, the methods, work procedures, the kinds of equipment and its location;
- e) To select, control and direct the use of all materials required in the operation of the programs and facilities, to schedule the work and services to be provided in the interest of the safety and well being of the residents, and the public;

It is agreed that these rights shall not be exercised in a manner which is discriminatory, arbitrary or inconsistent with the provisions of this Agreement.

ARTICLE 4 - RECOGNITION AND NEGOTIATIONS

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the Bargaining Agent of the employees of Total Communication Environment Inc., in the Regional Municipality of Ottawa-Carleton save and except confidential secretary, payroll clerk, supervisors and persons above the rank of supervisor.

4.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit, including volunteers and employees of a third party Employer, shall not do any work which is normally done by a person in the unit except for the purposes of instruction and experimentation when regular employees are not available and provided that the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

Where a parent or a representative of a supported persons, or a supported person herself/himself enters into a written or verbal agreement with the Employer for the provision of supports or services from the Employer for work performed by this bargaining unit, the Employer shall only use bargaining unit members to provide such supports or services.

4.03 Monitoring the Use of Volunteers

The Employer shall provide to the Union in January of each year, the number of volunteers in the Agency.

4.04 Definition of Employment Status

Full-time:

Refers to an employee who is regularly scheduled to work more than twenty-four hours per week.

Regular Part-time:

Refers to any employee who is regularly scheduled to work twenty-four (24) hours per week, or less, on a pre-determined basis, and who offers to make a commitment to be available for work on a regular basis.

Call-in:

Refers to an employee who is assigned only call-in hours to replace a part-time or full-time employee who is absent.

4.05 No Other Agreements

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer, or her representatives, which may conflict with the terms of this Collective Agreement.

4.06 Distinction between Day and Night Shifts

All parties recognize that there are differences in duties for Residential Counsellors working day/evening shifts versus overnight shifts. Differences in qualifications may be required by Residential Counsellors working overnight shifts.

4.07 Working Day

Working day shall mean Monday to Friday, excluding Paid Holidays.

ARTICLE 5 - NO DISCRIMINATION

5.01 Employer Shall Not Discriminate

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability nor by reason of membership or activity in the Union, nor by reason of political or religious affiliation or place of residence or for any other reason prohibited under law.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from the pay of every member of the bargaining unit, dues and/or assessments, as designated by the Union. Deductions made during each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th of the following month, accompanied by a list of employees from whom the deductions have been made and a copy given to the Union Local. Such list to include names, addresses, position title, amount of deduction, and hours of work.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment as set out in the Articles of this Agreement.

The Employer shall give the Union at least two (2) days' notice of the date and time of orientation for new employees in order to arrange Union representation for the orientation.

7.02 Copies of Agreement

Upon commencement of employment, the Employer shall introduce the new employee to the Union Steward during the orientation at the administrative office and shall give the employee a copy of the Collective Agreement. The Collective Agreement will be signed within 90 days of ratification.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement, or incidental thereto, shall pass to and from the Executive Director or her designate, and the President of the Union Local, or her designate.

8.02 Union Notices

The Union shall receive approval by the Executive Director, or her designate, prior to posting, or distributing via internal mail, any Union notices to its members. Such approval shall not be unreasonably withheld. Approved Union notices may only be posted on designated boards at the Employer's program locations. It is agreed by the Parties that the internal mail system is used for exchange of professional and business related correspondence only and shall not be used for any other purposes.

ARTICLE 9 - LABOUR-MANAGEMENT COOPERATION COMMITTEE

9.01 Labour-Management Cooperation Committee

On request of either the Employer or the Union, the parties shall meet for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Collective Agreement, and that two (2) weeks' notice shall be provided, unless otherwise agreed upon by both parties

Employees shall not suffer any loss of pay for time spent as a result of their attendance at this Committee.

This Committee shall not have jurisdiction to negotiate the provisions of the Collective Agreement nor to settle grievances and shall not supersede the activities of any other Committee of the Employer or the Union.

ARTICLE 10 - LABOUR-MANAGEMENT RELATIONS

10.01 Representation

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

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of CUPE Local 2605. The Union will advise the Employer of the Union nominees to the Committee.

10.03 Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred to the Bargaining Committee for discussion and settlement.

10.04 Representatives of Canadian Union of Public Employees

Where Representatives of the Canadian Union of Public Employees, who are not bargaining unit members, require access to the Employer's premises, permission will be requested in advance. The Employer will not unreasonably deny such request.

10.05 Meeting of Bargaining Committee

In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place selected by mutual agreement. Such meeting must be held not later than two (2) weeks after the written request to bargain has been given. Employees shall not suffer loss of remuneration for time spent with this Committee. Any authorized representative of the Union, who is in the employ of the Employer, shall have the right to attend bargaining meetings held within their regularly scheduled working hours, without loss of remuneration.

10.06 Technical Information

The Employer agrees to consider requests made by the Union to make available any information or documents which it refers to during collective bargaining.

10.07 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lecturers, etc., to be held on the Employer's premises following the regular work day. The program shall be subject to management approval at least seven (7) days prior to the event and will be pending availability of space.

10.08 Union Meetings

The Employer agrees to make reasonable efforts to allow authorized representatives of the Union to attend, without loss of remuneration within regularly scheduled work hours, one (1) Union meeting on the day of each month that a Union meeting is scheduled, provided the Union notified the Employer at least seven (7) days before the said meeting.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE BOARD

11.01 Employer Shall Notify Union

The Employer agrees to advise the Union or Board policies or decisions which affect employees within this bargaining unit, and to acknowledge all representations to the Board made by the Union through the Executive Director, or her designate, where it deemed relevant and advisable to do so by the Board.

11.02 Copies of Resolution

From the date of signing this agreement, copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board of Directors of TCE which affect the members of the Local Union will be forwarded to the Chairperson of the Union save and except in camera sessions.

11.03 Notice and Disclosure

The Employer shall give the Union at least thirty (30) days' notice in writing, prior to the application of Article 17.02, in the event the Employer and/or the Ministry is planning reductions and/or closure of programs, or any other initiative that would impact the work of the bargaining unit and results in a loss of job security of bargaining unit members. The Employer agrees to meet with the Union within five (5) working days of the written notice to discuss the plan(s) or initiative(s).

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Stewards

In order to provide an orderly and prompt procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any employee which the Steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure. One Steward will be elected by the Union as Senior Shop Steward.

12.02 Names of Stewards

The Union shall notify the Employer, in writing, of the name of the Senior Shop Steward and all others Stewards before the Employer shall be required to recognize them.

12.03 Grievance Committee

The Employer shall recognize a Grievance committee as appointed by the Union. Up to two (2) members of the Grievance Committee (including the Steward) shall suffer no loss of earnings for time spent during working hours in meetings of the Grievance Committee.

12.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting adjustments as provided in the Article. The Union recognizes that each Steward is employed to perform work for the Employer and therefore no Steward will leave his/her work during work hours to perform Union duties under this Collective Agreement without prior approval of the Employer.

While recognizing that operational requirements and health and safety of employees and residents are considerations, approval shall not be withheld unreasonably. Neither the grievor nor the Steward shall suffer any loss of remuneration for time spent in their regularly scheduled hours dealing with grievances.

12.05 Definition of Grievance

A grievance shall be defined as any dispute between the Employer and any Bargaining Unit employees or the Local Union over the implementation, interpretation or any alleged violation of the Collective Agreement, and all matters pertaining thereto.

12.06 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Complaint:

The employee(s) concerned, together with the Steward, shall attempt to settle the complaint with the Program Supervisor within fifteen (15) working days of the date upon which the employee(s) first became aware of the facts giving rise to the grievance. Failing satisfactory settlement being reached between the employee(s), Steward and Program Supervisor, a meeting shall be established with the Executive Director, or her designate.

Step 1:

Failing satisfactory settlement being reached in the complaint stage, the employee(s) concerned, together with the Grievance Committee, shall, within ten (10) working days, subject the grievance to the Executive Director, or her designate. The Executive Director, or her designate, shall render her decision within ten (10) working days after receipt of said grievance.

Step 2:

Failing a satisfactory settlement being reached in Step 2, the Union may, within ten (10) working days of the decision rendered by the Executive Director or her designate, refer the dispute to Arbitration.

The time limits may be extended by mutual agreement between the Employer and the Union.

12.07 Definition of Working Days

Saturdays, Sundays and paid holidays designated in this Collective Agreement will not be counted in determining the time in which any action is to be taken or completed under the grievance or arbitration procedure.

12.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the Complaint Stage of this Article may be by-passed.

12.09 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of the employee, or group of employees, and to seek adjustment with the Employer as specified in the Grievance Procedure. Such a grievance shall commence at Step 1.

12.10 Grievance on Safety

An employee, or group of employees, who are required to work under what they consider to be unsafe or unhealthy conditions, shall refer such matters to the Joint Health and Safety Committee. Failing satisfactory resolution of the unsafe or unhealthy conditions, an employee or group of employees shall have the right to file a grievance at Step 1 of the Grievance Procedure. A copy of said grievance shall, at the time of filing, be provided to the Joint Health and Safety Committee.

12.11 Facilities for Grievance

The Employer shall provide the necessary facilities for the grievance meetings, provided such facilities are readily available.

12.12 Unjust Discharge

A grievance involving a claim of unjust discharge or suspension shall commence at Step 1 of the Grievance Procedure.

12.13 Supplementary Agreements

Supplementary agreements if any, shall form part of this Agreement and are subject to the Grievance Procedure, including Arbitration.

ARTICLE 13 - ARBITRATION

13.01 Arbitration Procedure

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five days of the appointment of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the

difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chair governs.

13.02 Sole Arbitrator Alternative

In the alternative to the foregoing, the parties may agree, in writing, that the matter may be arbitrated by a sole arbitrator selected by the parties or, in default of mutual selection, to be selected by the Minister of Labour for the Province of Ontario. Where a sole arbitrator is selected or appointed as aforesaid, the Arbitrator shall have the same powers as a Board of Arbitration under this agreement.

13.03 Amending of Time Limits

The parties to this Agreement may, by mutual consent and in writing, extend any of the time limits set out in the Grievance and Arbitration Procedures.

13.04 Grievance Procedure to be Followed

No matter may be submitted to arbitration which has not been carried through all previous Steps of the Grievance Procedure.

13.05 Unjust Discharge to be Treated as a Grievance

A Claim by an employee covered by this Agreement that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Steward within ten (10) days after the employee ceases to work for the Employer. Such grievance will be taken upon in accordance with the provisions of Step 1 of the Grievance Procedure.

13.06 Witnesses

At any stage of the Grievance or Arbitration Procedures, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Just Cause

No employee shall be discharged, suspended or disciplined except for just cause.

14.02 Definition of Discipline

For the purpose of this Article, discipline includes, but is not limited to, oral and written warning, suspension or discharge.

14.03 Discipline Procedure

When an employee is disciplined or discharged the employee has the right to have a Steward present. When the Employer intends to discipline or discharge an employee, the Employer shall notify the Steward in advance to arrange a mutually agreeable time within three (3) working days of such notice.

Where in the Employer's opinion, it is appropriate to remove the employee from the workplace in advance of the meeting with the Steward present; the Employer shall place the employee on a paid leave of absence.

Such employee shall be advised in writing not later than three (3) working days subsequent to such meeting, the reason for such discipline or discharge. A copy of the advisement shall at the same time be forwarded to the Union.

14.04 Employer May Notify By Written Communication

The Employer may notify the employee of discipline imposed against the employee by written communication. The employee will receive, in writing, a notice of written discipline. Said written discipline will be provided to the employee, in the presence of not more than two (2) Union Stewards, at the Employer's Administration Office, at a time mutually convenient to all the parties. Where the written discipline is the termination of the employee's employment the written communication can be provided to the employee by registered mail to the employee's address on file. The Employer shall provide a copy of the discipline to the employee and the Union within five (5) working days from the date of the discipline.

14.05 Personnel Files

An employee shall have the right to have access to and review her personnel file in the presence of the Employer representative, and receive copies of any documentation noted on file. All such access and review shall be arranged by appointment. Personnel files shall be maintained at the Administration Office. An employee has the right to respond, in writing, to any documentation noted on their personnel file, for inclusion in the personnel file.

14.06 Record of Discipline

Any discipline imposed against an employee shall be removed from the employee's personnel file eighteen (18) months following its imposition provided the employee has been discipline free during that period.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

Seniority for full-time employees is defined as the length of service in the bargaining unit from the date of last hire. For regular part-time employees or call-in employees, seniority shall be calculated on the basis of hours paid, from date

of last hire, excluding overtime, within 1820 hours paid representing one (1) year of service. However, a regular part-time employee or call-in employee shall not accumulate in excess of one (1) year of seniority in any calendar year. Except as otherwise provided in the Agreement, seniority shall operate on a bargaining unit wide basis.

For employees on record on the date when the Union became certified, seniority shall be calculated to include service prior to certification.

Employees who change status from part-time or call-in to full-time or from full-time to part-time or call-in shall not lose any seniority previously accumulated.

15.02 Seniority Lists

The Employer shall maintain a seniority list showing date of hire and years of service. An up-to-date seniority list shall be forwarded to the Union via email on a monthly basis. In the event of a dispute affected by seniority, the Employer shall do a special calculation for any affected employees.

15.03 Role of Seniority in Lay-Off and Recall

In the event of lay-off, the employee with the least seniority in the affected job classification shall receive notice of lay-off. In the event of recall, the employee with the greatest seniority in the affected job classification shall be recalled.

15.04 Role of Seniority in Staff Changes

Both parties recognize:

- 1) The principle of promotion within the service of TCE;
- 2) That job opportunity should increase in proportion to length of service;
and
- 3) That ability, qualifications and seniority are major factors in making promotions, transfers and staff changes.

Therefore, in making staff changes, transfers or promotions; if the qualifications and experience of the candidates are relatively equal, seniority shall be the deciding factor.

Where a part-time employee is competing for a position with a full-time employee, the parties agree to meet for the purpose of calculating each employees' seniority. The exercise shall be completed with a view not to disadvantage the full-time employee where the part-time employee has completed their 1820 hours prior to the end of the calendar year.

15.05 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay-off and any other leave as per the *Employment Standards Act*, as amended from time to time, or any leave of absence approved by the Employer. An employee shall only lose seniority in the event that:

- 1) The employee is discharged for just cause and is not reinstated;
- 2) The employee resigns;
- 3) The employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 4) The employee fails to return to work within seven (7) calendar days following a lay-off and subsequent to being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address;
- 5) The employee is out of work as a result of a lay-off for a period longer than two (2) years.

15.06 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee does transfer to a permanent position outside the bargaining unit, the employee shall lose all bargaining unit seniority after six (6) months, except when replacing for pregnancy and/or parental leave. During the period of time that an employee is in a position outside of the bargaining unit, the employee shall not pay union dues, nor shall they enjoy any rights under the Collective Agreement.

15.07 Accrual of Seniority

Seniority shall continue to accrue for employees on paid leave of absence.

Seniority shall not accrue during the portion of an unpaid leave of absence which exceeds thirty (30) days.

Seniority shall continue to accrue for employees on pregnancy and/or parental leave and any other leave as per the *Employment Standards Act* as amended from time to time.

Seniority shall continue to accrue for employees that are on a leave of absence due to illness and/or absent on a Workplace Safety Insurance Act Leave.

ARTICLE 16 - PROMOTION AND JOB VACANCIES

16.01 Job Postings

For each bargaining unit position to be staffed, or when a new bargaining unit position is created for a duration of greater than three (3) months, the Employer shall notify the Union in writing and post on TCE's intranet for a minimum of one (1) week. Posting shall take place no later than seven (7) days of deciding to staff the position.

16.02 Information in Internal Postings

Such notice shall contain the following information. Title and nature of position; qualifications, knowledge, skills and academic requirements; shifts, hours of work; location and salary in accordance with Schedule A of the Collective Agreement. Such qualifications may not be established in an arbitrary or discriminatory manner.

16.03 Outside Advertising

The Employer reserves the right to advertise new or vacant positions as deemed necessary. All internal applicants for new or vacant positions will be given first consideration and must be disqualified for the position before outside applicants may be solicited or considered.

16.04 Promotions Requiring Higher Qualifications

Internal applicants, who are actively pursuing higher qualifications as determined by the Employer, will be considered for promotion to a new or vacant position. Appointment will be on a trial basis. Failure to achieve the required qualifications within the time prescribed by the Employer will require that the employee revert back to their former position.

16.05 The Employer shall endeavour to ensure that the effective date for the assumption of duties of an employee who is promoted or transferred shall not be later than four (4) weeks of the original posting date. Where the effective date is later than four (4) weeks the employee and the Union shall be advised in writing of the circumstances, together with an anticipated date. The employee who is promoted or transferred may withdraw their acceptance should the date of the promotion or transfer extend beyond four (4) weeks of the original posting date or the extended anticipated date.

16.06 Trial Period for Employees Promoted or Transferred

The employee shall be placed on a trial period for four (4) months. Conditional on satisfactory service, the employee shall be declared permanent after successful completion of the trial period. In the event the employee is unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, the employee shall be returned to his/her former position without loss of seniority, and at the wage or salary rate of his/her former position. Any other employee promoted or transferred because of

the rearrangement of positions shall also be returned to his/her former position without loss of seniority, and at the wage or salary rate of his/her former position. The trial period may be extended by mutual agreement between the parties.

Management agrees to extend reasonable efforts to restore an employee's former position and rate in the event that the employee finds, within the trial period, that satisfactory performance of the duties is a serious difficulty. The trial period for part-time employees shall be four hundred and eighty (480) hours.

16.07 Probation for Newly Hired Employees

Newly hired full-time employees shall be on probation for a period of six (6) months from the date of hire. During the probation period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time without cause during the probation period, without recourse to the Grievance and Arbitration Procedures, unless the Union claims discrimination, as noted in Article 5.01, arbitrariness or bad faith as the basis of termination. After completion of the probation period, seniority shall be effective from the original date of hire. The probation period may be extended by mutual agreement between the Employer and the Union. The probation period of regular part-time employees and for on-call employees shall be a minimum of six months or 480 hours whichever is longer and not to exceed 9 months from the date of hire. A probationary employee who is terminated in accordance with this provision is entitled upon written request to receive the reasons for his/her termination.

16.08 Union Notification

The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations of employment of employees holding jobs within the bargaining unit. The Employer shall post the names of the successful applicants to vacant positions, and will review the basis of disqualification with unsuccessful applicants if they so request.

16.09 Disabled Employee's Preference

An employee who has been incapacitated at work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform their regular duties, will be employed in other work which the employee can do, if such work is available with accommodation, without regard to other seniority provisions of this Agreement, except that such employee may not displace an employee with more seniority.

16.10 Training Opportunities

Training opportunities will be offered to all employees on an equitable basis. The Employer shall post notice of all training opportunities at each workplace and in advance so that interested employees may apply.

16.11 Temporary Positions

The Employer may temporarily fill positions for up to a period of eighteen (18) months to replace full-time or part-time employees who are absent; or in situations where there is an extraordinary need of a non-recurring nature not to exceed eighteen (18) months.

Such temporary positions shall be posted and filled in the normal fashion. Full-time employees who are appointed to fill such positions shall retain full-time benefits. Part-time employees who are appointed to fill temporary positions on a full-time basis shall be entitled to full-time benefits after three (3) months.

If the temporary position was filled internally for a period of thirty (30) days or less, at the end of the temporary position, any full-time or part-time employee appointed to fill such temporary position shall be returned to her previous position unless she has successfully applied to another full-time or part-time vacancy. Likewise, any other full-time or part-time employee appointed to fill any subsequent vacancy arising from the initial temporary position shall also be returned to her previous position unless she has successfully applied to another full-time or part-time position.

If the temporary position was filled internally for a period greater than thirty (30) days, at the end of the temporary position, any full-time or part-time employee appointed to fill such temporary position shall be reinstated to their previous position or to one comparable in classification and remuneration unless she has successfully applied to another full-time or part-time position. Likewise, any other full-time or part-time employee appointed to fill any subsequent vacancy arising from the initial temporary position shall also be reinstated to her previous position or to one comparable in classification and remuneration unless she has successfully applied to another full-time or part-time position.

16.12 When an employee is required by the Employer to perform, as assigned by the Employer, the duties of a supervisor on an acting basis for not less than three (3) consecutive working days, she or he shall receive additional compensation for the period of such assignment as follows: ten percent (10%) of her or his regular salary.

16.13 Professional Colleges

The Employer shall not unilaterally impose a requirement for any bargaining unit employee to become a member of a College, unless required by a Ministry directive, regulation or legislation.

ARTICLE 17 - LAY-OFF AND RECALL

17.01 Definition of a Lay-Off

Any reduction in an employee's normal hours of work or the elimination of a position shall be considered a lay-off.

The Employer and the Union recognize that job security should increase in proportion to length of service.

17.02 Advance Notice of Lay-off

- a) The Employer shall notify employees who are to be laid off two (2) months prior to the effective date of lay-off where possible, where the lay-off affects more than five (5) employees. The Employer shall notify employees who are to be laid off ten (10) days prior to the effective date of lay-off, where the lay-off affected five (5) or less employees. At the very minimum, employees who are to be laid off will receive notice of lay-off in advance of the actual date of lay-off in accordance with the *Employment Standards Act* as amended from time to time. If the employee has not had the opportunity to work during the time period as provided in this Article, the employee shall be paid in lieu of work for that part of the period during which work was not made available.
- b) During the period of notice, employees shall be granted reasonable time off with pay to seek other employment. Time off shall be subject to operational requirements and subject to the employee receiving their supervisor's permission, said permission not to be unreasonably withheld.

17.03 Procedure for Lay-Off

In the event of a lay-off, and where there are two employees in the same classification at the same location and of the same full-time/part-time status, the employee with the least seniority shall be laid off.

17.04 Recall Procedure

Employees shall be recalled for jobs within their classification in order of seniority provided that they are qualified for the job for which they are recalled and are subject to the trial period in Article 15.03, except that an employee who does not complete their trial period successfully shall be returned to lay-off status. There shall be no trial period when an employee is recalled to his/her former position. It is understood that employees on lay-off shall have the right to apply as internal applicants to jobs outside of their classification, once everyone within the classification has been recalled.

An employee who has declined two (2) recalls, where such recalls were to a comparable position, shall forfeit their recall rights. An employee who has recall right or an employee who has accepted recall to a position shall, for a period of two (2) years from date of actual lay-off, have the right to be recalled to their previously held position should it become available.

17.05 Recruitment During Lay-Off

No new employees will be hired until those laid off, who have the required qualifications to perform the duties of the position, have been recalled.

17.06 Continuation of Benefits

The Employer agrees to pay their share of the full coverage for all Health and Welfare Plans of employees for two (2) months following the month of lay-off subject to the terms of the plan.

17.07 Grievance on Lay-Off

Grievance concerning lay-offs shall be initiated at Step 2 of the Grievance Procedure.

17.08 Employees Options Upon Notice of Lay-Off

An employee in receipt of notice of lay-off shall be entitled to the following options:

- 1) Accept the lay-off, waive the right to recall and receive termination and severance pay in accordance with the *Employment Standards Act*;
- 2) Accept the lay off and retain recall rights for a period of twenty-four (24) months;
- 3) Displace any other bargaining unit employee provided he/she has greater seniority than the employee being displaced and also provided he/she has the normal qualifications for the job of the employee being displaced.

Notwithstanding the foregoing, an employee cannot displace another employee who occupies a position with a higher job rate. As well, a part-time employee cannot displace a full-time employee.

Further, an employee who displaces a position of a lesser job rate and/or of reduced hours shall retain the right to recall to a position equivalent to their former position should one become available within the original recall period of twenty-four (24) months.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of Work

The Employer agrees to consider a proposed schedule for any residence or program submitted by the Union where it is supported by the majority of the residence or program team where such proposed schedule meets operational requirements, as determined by the Employer is consistent with the provisions of the Collective Agreement and is of no greater cost. Where such scheduled is not agreed the Employer shall respond in writing setting out the reasons.

a) Full-time Employees

The normal hours of work shall be no less than thirty (30) hours per week and no more than forty-eight (48) hours per week. The minimum shift for a full-time employee shall be six (6) hours.

b) Part-time Employees

The normal workday shall not be less than three (3) consecutive paid hours.

18.02 Day Off (Full-time Employees)

No employee shall be required to work more than five (5) consecutive days without a day off.

Employees shall receive a minimum of four (4) days off per rolling bi-weekly period. Such days off shall include either one (1) set of two (2) consecutive days off or three (3) consecutive days off.

These provisions may be changed with the mutual consent of the Union and the Employer. It is understood that a change of shift between employees and with the consent of the Employer does not require Union agreement.

18.03 Conversion of Full-time Work

Local representatives from both the Employer and the Union shall meet to review the use of full-time and part-time positions within the Agency, at the Labour Management Committee. The parties shall discuss the issues surrounding the conversion of part-time positions to full-time positions.

The Employer shall make available a current staff list that identifies employee status and any other relevant information requested by the Union in order for the parties to have an informed discussion.

Operational considerations, specifically ensuring the provision of services and supports to individuals shall be a primary consideration.

18.04 No Split Shifts

No employee shall be required to work a split shift. This provision shall not inhibit an employee's eligibility to work on a relief basis. A split shift for this purpose shall mean hours of work in a day where paid hours are interrupted by more than one hour unpaid time. Paid hours which are interrupted by eight hours or more of unpaid time shall be considered different shifts and not split shifts.

18.05 Paid Rest Period

a) Paid Rest Period

Where operational requirements permit, the Employer will provide two (2) paid rest periods of fifteen (15) minutes each per full working day and an additional fifteen (15) minutes for every four (4) hours, or part thereof, in excess of eight (8) paid hours.

b) Paid Meal Period

Employees shall be provided with a thirty (30) minute paid meal period for each shift in excess of five (5) hours. Paid rest periods may be combined with the paid meal period.

c) Remain Available

Employees shall remain available at the work site during their paid rest period noted above, unless approval is otherwise granted.

18.06 Changes to Hours of Work

Where scheduled rotations at a work site must be changed to provide improved services to clients, or the public, or to improve the efficiency of operation, management shall introduce such changes after consultation with the Union. In such circumstances, any affected employees have the right to adjust his/her vacation.

18.07 Shift Cancellation

Where an employee's shift has been cancelled, the Employer will notify the employee at least forty-eight (48) hours prior to the start of the shift. Should this not occur, the employee shall receive four (4) hours pay at the applicable basic or overtime rate of pay.

Notwithstanding Article 18.10, employees whose shift has been cancelled with forty-eight (48) hours' notice shall be placed at the top of the call-in list for the day the shift was cancelled. They shall be entitled to be called for the first available shift regardless of the start time or the length of the shift. The employee will have the right of first refusal.

18.08 Temporary Reduction in Hours of Work

A full-time employee may request a temporary reduction in hours of work for a specific period of time provided that such reduction shall not interfere with the operation of the Employer. Such request shall not be unreasonably denied.

In such circumstances, the Employer may leave the reduced hours unassigned or assign the hours on a temporary basis. At the end of the specified period, the full-time hours shall be restored.

18.09 Exchange of Shifts

Employees shall be permitted to exchange shifts provided that the following conditions are met:

- i) no overtime results
- ii) no employee works consecutive shifts as a result (in accordance with ESA)
- iii) the employees affected are in the same classification
- iv) the affected shifts are within the same pay period
- v) the Employer is provided not less than 48 hours notice
- vi) an employee may not exchange more than four shifts in a pay period regardless of who initiates the change
- vii) the employees must provide written notification to the Program Supervisor for his or her approval, which shall not be unreasonably denied.

18.10 Distribution of Call-in Hours/Shifts

Call-in hours/shifts shall be offered in the following order:

1. By seniority, the available FT* or PPT normally assigned at the location where the call-in hours/shift occurs, provided that conflicts, hours overages, or overtime does not result. Precedence for full shift coverage will be given, if the full shift is not covered, in house extensions and/or shift splitting will be done in order of seniority.
2. By seniority, the available FT*, PPT, or call-in employee provided that conflicts, hours overages, or overtime does not result. Precedence for full shift coverage will be given. If the shift is not filled in its entirety, it may be split.
3. By seniority, the available FT* or PPT employee. Where overages and/or conflicts are to be incurred, the parties agree that the Employer shall be entitled to minimize the amount of overage and/or conflict.
4. By seniority, the available Ff* or PPT employee, where the call-in hours/shift occurs. Where overtime is to be incurred, the parties agree that the Employer shall be entitled to minimize the amount of overtime to be incurred.

*FT refers to 30 to 40 hour full time positions.

These hours may be distributed by Shift Shark, text, or phone call.

18.11 Posting of Schedules

The Employer hereby endeavours to post final schedules for each trimester at the beginning of the month prior to the start of the next trimester. Employees are invited to sign up for vacant shifts within their primary program by the end of the second week of each trimester. Shifts that are not picked up by employees within the program will be forwarded to on call for distribution via the Employer's Intranet.

ARTICLE 19 - OVERTIME

19.01 Over-Time Defined

- a) Overtime shall be defined, for full-time employees, as hours of work over and above eight (8) hours in a biweekly work period, or the normal workday.
- b) Overtime shall be defined, for regular part-time employees and for call-in employees, as hours worked beyond forty-four (44) hours in a week (from Sunday to Saturday inclusive).
- c) All overtime shall be paid at the rate of 1.5 times the employee's normal rate of pay. Any overtime shall be on a voluntary basis and must be authorized by the Employer.
- d) For purposes of 19.02, there will be no carryover of overtime into the next year. For purposes of this clause, year means fiscal year.

19.02 Compensation

Instead of payment and with the consent of the employee and Employer, compensation may be taken in time in lieu, on the basis of time and one half (1.5) for the overtime hours worked. Such time in lieu must be taken at a mutually agreeable time between the employee's Program Supervisor and the employee.

19.03 Call Back Pay

A full-time employee who is called back to work outside the full-time employee's regular working hours, shall be paid a minimum of two (2) hours at the overtime rate whenever there is a break between the full-time employee's regularly scheduled hours and the work the full-time employee is called to do.

ARTICLE 20 - HOLIDAYS

20.01 Paid Holidays

TCE recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Canada Day
Remembrance Day	Christmas Day
Boxing Day	Truth & Reconciliation Day

Any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

Commencing on January 1st, 2010, employees may elect to take Family Day in lieu of Remembrance Day. Said election must be made in accordance with the time limits set out in Article 18.11. When an employee replaces an employee who has elected to take Family Day in lieu of Remembrance Day that workday shall not be treated as a Paid Holiday.

An employee is eligible for the above paid holidays unless he or she has either:

- 1) Failed without reasonable cause to work all of his or her last regularly scheduled day of work before the paid holiday or his or her first regularly scheduled day of work after the paid holiday.
- 2) Agreed to work and then failed to do without reasonable cause.

20.02 Compensation for Paid Holidays Falling on Saturday

When any of the above-mentioned holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for employees whose normal work week is Monday to Friday. For other employees, the holiday shall be observed on the day on which it falls.

20.03 Compensation for Paid Holidays Falling on Sunday

When any of the above-mentioned holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applied to the Monday) shall be deemed to be the holiday for employees whose normal work week is Monday to Friday. For other employees, the holiday shall be observed on the day on which it falls.

20.04 Pay for Work on Paid Holiday

Eligible employees who are not required to work on the above holidays shall receive holiday pay equal to one day's pay. Eligible employees who are required to work shall be paid at the rate of time and one half (1.5) the number of hours worked plus one day off with pay, at a time mutually agreeable between the eligible employee and TCE. Eligible employees who are required to work may elect to take the entire compensation in pay rather than a combination of pay and time off. Ineligible employees who are required to work will be paid at the rate of time and one half (1.5) for hours worked.

20.05 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above-mentioned holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreeable between the employee and the Employer.

ARTICLE 21 - VACATION

21.01 Length of Vacation

Full-time employees shall receive an annual vacation in accordance with the length of their employment as follows:

Less than three years	15 days
Three years or more but less than four years	18 days
More than four years but less than ten years	24 days
Ten years or more	25 days

All other employees shall receive a percentage in lieu of paid vacation added to their wages on each pay in accordance with the length of their employment as follows:

Less than three years	6.0%
Three years or more but less than four years	7.2%
More than four years but less than ten years	9.6%
Ten years or more	10%

The Employer will continue to provide regular part-time employees with unpaid time-off equitable to its full-time employees. Therefore, regular part-time employees requesting unpaid time-off will be entitled to the entire time period requested, including their regular part-time shifts as well as any call in shifts they have been scheduled for.

For the purpose of 21.01 "day" shall mean a period of eight hours, and "days" shall mean more than one period of eight hours".

21.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation, the employee shall be entitled to an additional day's paid vacation.

21.03 Vacation Pay on Termination

An employee terminating their employment at any time in a vacation year, before the employee has had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Conversely, any employee who uses more than their earned vacation leave will have that leave deducted from the employee's last pay or separation payment.

21.04 Preference in Vacation

- (a) At the beginning of March of each year the Employer shall circulate a notice inviting employees to submit vacation requests for the twelve month period commencing April 1st and ending March 31st of the next year. Vacation request(s) submitted by March 20 and the Employer shall approve no later than March 31. Any conflicts in preferred vacation (other than for the Christmas and New Year's period) shall be resolved on the basis of seniority within the program location and subject to operational requirements.
- (b) Other vacation may be requested with a minimum of four (4) working days of notice in writing. The Employer shall approve such requests within a maximum of three (3) working days of the receipt of the request, on the first-come first-served basis and subject to operational requirements.
- (c) The Employer reserves the right to schedule vacation for any employee who has not requested to use all of their vacation allotment, subject to Article 21.08, by December 1 of each year. Fifteen (15) days prior to the Employer scheduling said vacation, the Employer shall put the employee on notice that it intends to schedule said vacation.
- (d) All vacation leave must be taken as scheduled unless cancelled with thirty (30) days written notice and rescheduled in accordance with this Clause.
- (e) Requests for vacation over the Christmas and New Year's period will be determined on a rotational basis within each program location.

21.05 Vacation Schedules

Approved vacation requests, in accordance with article 21.04 shall be posted on the Employer's intranet.

21.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in unbroken periods and encouraged to do so in periods of no less than one (1) week, but may be requested in shorter periods including single days and hours, but no less than three (3) hours.

21.07 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved paid leave during the employee's period of vacation, deductions shall be made from such sick leave, bereavement, or other approved leave credits, but there shall be no deduction from vacation leave for such absences. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. A medical certificate by a qualified medical practitioner or proof of bereavement may be required.

21.08 Accumulation of Vacation

There will be no carry over of vacation into the next year unless authorized by the Executive Director, or his designate. This authorization will be granted only in extraordinary circumstances and must be requested in writing by January 31st of each year. Employees shall be entitled to cash out unused vacation to a maximum of forty (40) hours.

21.09 Resident Vacation

Accompanying Residents on Vacation

Staff accompanying residents on vacations lasting longer than three (3) days shall do so on a voluntary basis only and with the approval of the Program Supervisor. When accompanying residents on their vacation, the Employer will be responsible in providing for and paying employee's transportation, accommodation, meals, medical coverage and recreation for the duration of the vacation.

21.10 Compensation

- a) Compensation for full-time employees accompanying residents on their vacation shall operate as follows:
 - (i) Employees shall receive eight (8) hours of regular time pay and one eight (8) hour shift off for every twenty-four hour period spent accompanying residents on their vacation.
 - (ii) Employees shall receive regular time pay (above and beyond the above-mentioned) for time spent between 12:00 midnight and 7:00 a.m. attending to the medical and/or behavioural needs of residents. This will be taken as time off in lieu off, or paid, as mutually agreed upon the Program Supervisor and the employee.

- b) Part-time or call-in employees accompanying residents on their vacation shall be compensated as follows:

Part-time or call-in employees shall receive sixteen (16) hours of regular time pay for every twenty-four (24) hour period spent accompanying residents on their vacation.

Part-time or call-in employees shall receive their regular time pay (above and beyond the above-mentioned) for time spent between 12:00 midnight and 7:00 a.m. attending to the medical and/or behavioural needs of residents.

21.11 Contract Between Employer and Employee

For the purpose of resident vacation, the Employer and accompanying employee will, by mutual agreement, enter into a contract to include the following:

- (a) Date of departure and return;
- (b) Scheduled compensation;
- (c) Outline of vacation;
- (d) Additional job requirements;
- (e) Emergency information including phone numbers and addresses where the employee can be reached;

AND

- (f) Time off from supervision.

The contract must be agreed upon at least five (5) days prior to the commencement of the vacation.

21.12 Working Days Around Holidays

In recognition of the physically and emotionally demanding nature of accompanying residents on their vacation, the Employer shall ensure that:

- (a) If the vacation is of two (2) to five (5) days in duration, employees accompanying residents will be entitled to have two (2) days off, mutually agreed upon.
- (b) If the vacation is more than five (5) days in duration, employees will be entitled to have three (3) days off, to be mutually agreed upon.

21.13 Time Off for Supervision During Resident Holidays

If the employee to resident ratio on a vacation permits, employees shall be permitted to take a pre-approved number of days off during the vacation period. Employees choosing this option will be free from responsibilities to the residents for the approved day(s), except in emergency medical situations. Full-time, part-time and call-in employees will forfeit their right to an eight (8) hour compensation for each approved time off day, and any expenses incurred by the employee during the same time. Time off days will be coordinated and scheduled, by mutual agreement, by all employees accompanying the residents on vacation, and the Program Supervisor, prior to the onset of the vacation. Time off days will form part of the contract between the Employer and the employee.

ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

All employees must endeavour to give a minimum of three (3) hours notice of their inability to report for a scheduled shift by calling and confirming with the On-Call Manager.

22.02 Annual Paid Sick Leave

Twenty (20) days sick leave per year shall be earned by an employee at the rate of one and two-thirds for each month of employment in which the employee receives at least ten (10) days pay.

22.03 Accumulation of Annual Sick Leave

The portion of an employee's sick leave that is unused each year shall accrue for his use in future years of service to the Employer. After one year of service, those employees employed on March 31st of each year may opt to cash the unused portion of their accumulated sick leave, accumulated in that fiscal year, at the rate of fifty percent (50%) of the current value of the sick leave. Employees who terminate during the fiscal year in advance of March 31st, shall be entitled to a prorated amount.

22.04 Illness in the Family

In case of illness of an immediate member of the family, or a primary relationship of an employee, the employee shall be entitled, following notification to the On-call Manager, to use a maximum of forty (40) accumulated sick leave hours per year.

22.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half (.5) of the employee's shift shall not be deducted. Absence for half (.5) of the employee's shift or more, but less than the employee's full shift, shall be deducted as half (.5) of the employee's shift.

Employees shall be allowed to utilize accumulated sick leave credits in order to receive preventative medical care.

22.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days certifying that she is unable to carry out her duties due to illness.

The Employer reserves the right to require an employee to produce a certificate from a medical practitioner for any illness falling on a shift for which leave had previously been requested and denied provided the employee is made aware of the requirement before she returns to work. The Employer shall reimburse the employee the cost of such certificate.

22.07 Medical Certificates

a) Expenses incurred by the employee for medical certification requested by the Employer pursuant to Article 22.06 of this Collective Agreement shall be reimbursed in the amount of actual expenses. Such reimbursement shall be made within seven (7) calendar days of the request for reimbursement.

b) Expenses incurred by the employee for medical certification requested by the Employer pursuant to a provision of the Collective Agreement other than Article 22.06 shall be reimbursed in full. Such reimbursement shall be made within seven (7) days of the request for reimbursement.

22.08 Sick Leave Record

After the close of each calendar year, each employee shall review the sick leave records of the Employer and verify that the accumulated sick leave is correct. An employee is to be advised, on application, of the amount of sick leave accrued to the employee's credit.

22.09 Extension of Sick Leave

An employee with more than one year's service who has exhausted her/his sick leave credits, shall be allowed to anticipate extension of her/his sick leave to a maximum of ten (10) days. The sick leave extension shall be repaid by the employee upon her/his return to duty through the employee's normal monthly accumulation. The employee shall be held responsible for the ten working days extension, and should the full amount not be repaid, the Employer may deduct the amount due from the employee's salary.

ARTICLE 23 - LEAVE OF ABESNCE

23.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, as called for by this Agreement

23.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss pay when required to leave their workplace temporarily in connection with the grievance or arbitration procedures.

23.03 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority may be granted upon request to the Employer, to a maximum of two (2) employees away at any one time elected or appointed to represent the Union at Union conventions or conferences. Leave of absence without pay may be granted to employees to attend executive and committee meetings of CUPE. For administrative purposes, the Employer may continue to pay the employee's salary and benefits, and the Union shall then compensate the Employer for the salary and benefits paid during the leave period. The Employer shall invoice CUPE for these expenses at the end of every month. Such leave may be granted if:

- (a) The total combined leave of the bargaining unit, granted hereunder, shall not exceed seventy-five (75) working days per year of the Agreement effective April 1, 2025 and not to exceed one hundred (100) working days per year of the Agreement effective April 1, 2026;

AND

- (b) The Union will provide fifteen (15) working days' notice of such leave to the Employer

23.04 Paid Bereavement Leave

An employee shall be granted up to five (5) regularly scheduled, consecutive work days' leave at the discretion of the employee without loss of salary or wages in the case of death of a wife, husband, common-law spouse, including same-sex spouse, child, including unborn child, step-child, parent or step-parent.

An employee shall be granted up to three (3) regularly scheduled consecutive work days' leave at the discretion of the employee without loss of salary or wages in the case of death of a brother, step-brother, sister, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, son-in-law, daughter-in-law, grandchild, former guardian, or an immediate member of a primary relationship.

Following the death of a resident or similar traumatic event, affected employees have the option to leave work once operational requirements have been met and the employee is not longer required. Such employees shall not suffer loss of pay as a result. An Employee that is on shift at the time of the death of a supported individual, and the Primary at the program location, shall be granted one (1) day leave without loss of salary. It is understood that this day of leave is to be taken on the next scheduled shift following the death of the supported individual.

When requested, additional leave may be granted without pay and at the discretion of the Executive Director or her designate, based on the individual circumstances given reasonable compassion. Additional leave for travelling may be granted at the discretion of the Executive Director or her designate, based on actual time required using reasonable means of transportation.

In the event of delayed interment or service, the employee shall be entitled to save one of the days identified above, for leave without loss of pay, to attend the interment or service.

23.05 Pregnancy and Parental Leave

Employees shall be entitled to pregnancy and parental leave in accordance with the *Employment Standards Act* as amended from time to time.

It is understood that an employee is entitled to a combined pregnancy/parental leave of up to eighteen (18) months duration in total.

23.06 Benefits During Pregnancy/Parental Leave

- a) During the period of pregnancy or parental leave, the Employer shall continue to pay its portion, if any, of the premiums for fringe benefits of this Agreement, entitled to the employee, provided the employee undertakes to pay her portion, if any, of such premiums by post-dated cheques or indicates, in writing, their wish to suspend benefits.
- b) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave and/or parental leave as provided under this Agreement and who has applied for and is in receipt of Employment Insurance pregnancy and/or parental benefits pursuant to Sections 22 and 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for the one week waiting period, for up to fifteen (15) weeks of pregnancy leave and for up to thirty-five (35) weeks of parental leave. That benefit shall be equivalent to the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of employment insurance pregnancy and/or parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on pregnancy and/or parental leave.

Employees have the choice of either the 35-week or 61-week parental leave. Under no circumstances shall opting for the 61-week parental leave yield a greater top up than opting for the 35-week parental leave.

23.07 Seniority and Service During Pregnancy/Parental Leave

An employee shall continue to accumulate seniority and service during pregnancy and/or parental leave. For part-time employees such seniority shall be calculated as the average accumulation during the three (3) month period before such leave.

23.08 Procedure Upon Return From Pregnancy/Parental Leave

Upon return from pregnancy or parental leave, the employee shall be placed in their former position, or in an equivalent position should the original position no longer exist.

23.09 Family Leave

Provided that an employee is not on a leave of absence without pay, the employee shall be allowed leave of absence with pay, without loss of seniority, for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Employee's marriage	Three (3) working days
Marriage of employee's child, sibling or parent	The day of the wedding
Birth or adoption of child	Five (5) calendar days surrounding the birth or adoption
Serious fire or flood in an Employee's home	Up to three (3) working days
Moving of employee's residence	One (1) day per calendar year

23.10 Time Off for Elections

Employees shall be allowed the number of hours required by legislation to attend the polls in any federal, provincial or municipal election or referendum, without deduction from regular daily pay.

23.11 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any Court. The Employer shall pay such an employee the difference between the employee's regular earnings and the daily allowance provided by the Court, excluding payment for travelling, meals, and other expenses. The employee will present proof of service to the Court, and provide thereafter copies of allowances received by the Court. Time spent by an employee required to serve as a Court witness in any matter arising out of the employee's employment, shall be considered as time worked at the regular rate of pay.

23.12 General Leave

- a) The Employer may grant a leave of absence, with or without pay, to an employee who requests such leave in writing. Such requests shall not be unreasonably denied.
- b) For leaves of absence of thirty (30) days or less the Employer shall provide a written response within five (5) days of the request unless circumstances warrant a short response time. The employee returning from such leave shall be reinstated in her former position if it still exists or a comparable one if it does not.
- c) For leaves of absence in excess of thirty (30) days, the Employer shall provide a written response within ten (10) days of the request. The employee returning from such leave may be reinstated to her former position or to a comparable position.

23.13 Educational Leave

The Employer may grant a leave of absence, with or without pay, and without loss of seniority to an employee in order to attend courses, including written exams, which are directly related to the employee's work and job responsibilities with the Employer.

23.14 Educational Leave for Examination

Should the Employer require tenured employees to upgrade their qualifications in excess of those qualifications required in the job description at their time of employment, employees will be entitled to a leave of absence with pay and without loss of seniority and benefits, to write the related examination.

23.15 Transgender Transition Leave of Absence

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another will have access to any benefits and compensation within the collective agreement including, but not limited to, sick leave, long term disability, which they would otherwise be entitled to.

ARTICLE 24 - PAYMENT OF WAGE AND EXPENSES

24.01 Pay Days

The Employer shall pay salaries and wages bi-weekly, on every second Friday, up to the amount payable as to the previous Saturday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. Each pay period, every employee shall be provided with an itemized statement of the employee's salary and wages, overtime, supplementary pay and all deductions.

24.02 Equal Pay for Equal Work

Employees shall receive equal pay for equal work, within their respective job classification, regardless of gender.

24.03 Pay on Temporary Transfer, Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced.

24.04 Mileage Expenses

Employees using their own vehicle for the Employer's business, including those temporarily transferred by the Employer, shall be paid at the rate of fifty cents (\$0.50) per kilometer. The Employer shall authorize the use of private vehicles for its business. Employees must maintain adequate third-party liability insurance and endorsement for the extent of business use, as required by the employee's insurer. In lieu of using a vehicle, employees shall be reimbursed for parking or other means of public transit while on Employer business. This does not include reimbursement for transportation to and from regular shifts.

It is understood that the provision of a private vehicle is not a condition of employment for any position within the bargaining unit.

24.05 Incidental Resident Expenses

Employees shall be reimbursed for incidental resident expenses as approved by the Employer within seven (7) calendar days of the request for reimbursement being submitted.

24.06 Overnight Awake Rate

An employee classified as "overnight asleep" shall be paid the "overnight awake" rate for all hours worked where the employee is required to be awake.

No employee shall be required to do online training during an "overnight asleep".

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Descriptions

The Employer agrees to provide job descriptions for all job classifications in the bargaining unit. The job description will identify the position title, a summary of the duties, qualifications, both professional and academic, skills, wage or salary rate or range.

Proposed revisions to job descriptions shall be presented to the Union for consultation.

The Union shall have the right to grieve at Step 1 of the Grievance and Arbitration Procedures for any dispute involving job descriptions.

25.02 Job Classification

Where the Employer significantly changes the duties of a position, such as it becomes a new classification, or they create a new position within the Bargaining Unit, the Employer shall establish a rate of pay for the position and shall advise the Union of the rate, provide them with the Draft Job Description and give the rationales for establishing the rate of pay.

If the Union disagrees with the rate of pay, a meeting shall be held to attempt to negotiate an appropriate rate of pay. The Union shall provide their rationales for the rate they propose.

If the parties are unable to agree, the matter may be referred to arbitration and the Arbitrator will establish a rate of pay based upon a comparison with other positions in the bargaining unit.

25.03 Qualifications

Should the Ministry of Community and Social Services legislate changes to job qualifications for employees in this bargaining unit, which qualifications have the effect of disallowing employees from performing the work of their positions, the affected employees will be given the option to:

- (a) Acquire the required qualifications in accordance with the time periods set out in the legislated changes;
- (b) Transfer into an available vacant position where they have the qualifications, skills and ability to perform the work in accordance with the Collective Agreement; or
- (c) To be laid off without the right to exercise their bumping rights.

ARTICLE 26 - WELFARE BENEFITS

26.01 Welfare Benefits

The premiums for the insured benefit plans will be paid by TCE and employees as per the following percentage split:

Coverage	Employer	Employee
Life	100%	0%
AD&D	100%	0%
LTD	100%	0%
Extended Health	100%	0%
Dental	100%	0%

Vision plan includes \$500 for prescription lenses (including contacts) every 24 month period effective April 1, 2025.

Orthodontic benefit: maximum lifetime benefit \$2,000.00 based on 50% pay-out.

It is recognized that the sole responsibility of the Employer shall be the payment of the premiums.

Eligibility for participation in said plans and entitlements to the benefits set out in said plans will be in accordance with the provisions of the plans.

TCE may substitute another carrier for any of the foregoing plans provided benefits available to employees are equal to or superior to the benefits presently provided.

The Employer shall require any carrier with which it contracts to provide a list of extended health service providers which will invoice the carrier directly.

It is understood by the parties that LTD is not available to employees beyond age sixty-five (65) and that Life Insurance is reduced to age sixty-five (65) and is not available to employees age seventy and beyond. The Employer shall provide to those employees who are not provided LTD and/or Life Insurance an amount equal to the reduction in the Employer's benefits cost, on a bi-weekly basis.

The Employer shall provide at its cost, an employee assistance program "EAP". The EAP will be available to all full-time, part-time, and casual employees.

26.02 Multi-Sector Pension Plan (MSPP)

In this Article, the terms used shall have the meanings as described:

- .01 (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable wages" means the basic straight time wages for all hours worked and in addition:
- (i) The straight time component of hours worked on a holiday; and
 - (ii) Holiday pay for the hours not worked; and
 - (iii) Vacation pay; and
 - (iv) Sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wage includes any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace.

All other payments, premiums, allowances and similar payments are excluded.

- (d) "Eligible employee" means all non-probationary employees in the bargaining unit.

.02 Commencing the first full pay period following ratification each eligible employee shall contribute for each pay period an amount equal to five and one quarter percent (5.25%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to five and one quarter percent maximum allowable (5.25%) of applicable wages to the Plan.

.03 The employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pensions Benefit Act*, R.S.O. 1990, Ch. P-8 as amended and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests. For further specificity, the items required for each eligible employee shall be by Article .04 of the Agreement include:

- i) To be provided once only at Plan commencement:
 - date of hire
 - date of birth
 - date of first contribution
 - seniority list to include hours from date of hire to Employer's fund
 - entry date (for the purpose of calculating past service credit)
 - gender

- ii) To be provided with each remittance:
 - name
 - social insurance number
 - monthly remittance
 - pensionable earnings
 - year to date contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) To be provided initially and as status changes:
 - full address
 - termination date where applicable (MM/DD/YY)
 - marital status

- iv) To be provided annually but no later than December 1st
 - current complete address listing

.05

The Union acknowledges and agrees that the Employer's obligation is limited strictly to the deduction and remittance of contributions as set out in Clause .02 above. The Union further acknowledges and agrees that the Employer shall not be obligated to make any further contributions towards the costs of the benefits under the MSPP or be responsible for providing any such benefits. At all times, the Union shall save the Employer harmless from any liability or costs other than the amounts the Employer is obligated to pay specified in the Collective Agreement then in force.

It is understood and agreed by the Employer and the Union that should the MSPP, the MSPP Trustees or applicable pension or tax legislation requires the Employer's obligation to contribute to the Plan to exceed the deduction and contribution requirement specified in Clause .02 above, or should any liability concerns arise or change, as a result of participation in the MSPP, the parties agree to meet immediately to negotiate a method to relieve the Employer of any such increased obligation and to renegotiate the Employer's continued participation in the MSPP.

26.03 Percentage in Lieu of Benefits

In addition to their applicable straight time rate for each hour worked, regular part-time employees, casual employees, and temporary employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except, salary, vacation pay, shift premium, stand-by pay, call-back guarantee, responsibility allowance, court attendance, bereavement leave, educational allowance, and reporting pay) an amount, added to their straight time hourly rate for all straight time hours paid, of three percent (3%) effective the date of ratification.

ARTICLE 27 - HEALTH AND SAFETY

27.01 Cooperation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees, and which will provide protection from factors adverse to employee health and safety.

27.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to the improved upon by agreement of the Union and Employer Joint Health and Safety Committee, or negotiations with the Union.

27.03 Health and Safety Training

The Employer shall provide health and safety training and education to every employee sufficient to enable each employee to work with a minimum of risk at the employee's own job, or any job to which the employee may subsequently be assigned. If technological or biological changes are introduced, similar training and education shall be provided to all employees affected by the change. The training and education required shall include both an initial orientation period, and an ongoing program to remind employees and deepen their awareness of health and safety issues.

- a) The overall design and content of the health and safety training program shall be reviewed by the Joint Health and Safety Committee at least every two (2) years.
- b) Each committee member shall be entitled to attend health and safety education or training sessions approved by the Joint Health and Safety Committee.

27.04 Health and Safety Representative

The Union shall appoint two (2) certified members representing workers to the Joint Health and Safety Committee, one of who will also be appointed by the

Union as a co-chair of the Joint Health and Safety Committee. The duties of the certified members who represent workers will be in accordance with the Ontario Occupational Health and Safety Act.

Each program location shall be entitled to have one Health and Safety Representative appointed by the Union from other than supervisory staff. The duties of the Health and Safety Representative will be as follows:

- 1) To sit as a member of the Joint Health and Safety Committee and to attend all meetings of the Committee;
- 2) To conduct a monthly inspection of the program location in which the representative works and such other location(s) to which they are appointed by the Union where there is a temporary absence of a worker Health and Safety Representative;
- 3) To file a written report of the monthly inspection for each program location inspected, reporting all situations which may be a source of danger or hazard to employees' health and safety, and/or do not comply with Federal, Provincial or Municipal Health and Safety Regulations, to the Employer, the Joint Health and Safety Committee and the Union;
- 4) To bring to the immediate attention of the Employer, the Joint Health and Safety Committee and the Union, any incidents or situations occurring between monthly inspections which may be a contravention of the Occupational Health and Safety Act or the regulations or the existence of any source of danger or a hazard to the health and safety of employees;
- 5) To promote the Internal Responsibility System, health and safety in the workplace and sanitary practices;
- 6) Assist the Joint Health and Safety Committee in reviewing health and safety matters and the investigation of accidents as required.
- 7) Minutes shall be taken of all meetings and copies provided to the Employer and the Union.

27.05 Disagreements

All disagreements of the Joint Health and Safety Committee shall be reported to the Executive Director, or her designate, and the Union President. Situations, which cannot be resolved at this level, shall be reported to the Minister of Labour, or a representative, for a decision.

27.06 Refusal to Work Where Health and Safety is in Danger

An employee may refuse to carry out duties if the employee has reason to believe such duties are likely to endanger the employee, another employee, an unborn child, a resident, or the public. Such employee shall suffer no loss of pay as a result of such refusal.

27.07 Shutdowns

If any program location is temporarily shutdown as a result of:

A recommendation of the Joint Health and Safety Committee, or an inspection team;

A refusal to work under Article 27.06;

An order of a government inspector;

Every affected employee shall continue to be paid during shutdown. Affected employees may be assigned temporarily to other program locations, without loss of pay.

27.08 Information to Committee and Representative

The Employer and the Union shall each provide the Joint Health and Safety Committee management and worker representatives with copies of the following, as it comes to their attention:

Data sheets, scientific or trade articles on substances, machines, processes or procedures used in the workplace and relevant to health and safety;

Testing and monitoring results;

Requests for exemption, relaxation, or deviation from regulatory requirements;

Copies of all communications sent or received concerning the health or safety of employees including but not limited to incident reports and near misses.

27.09 Notice of new Development

The Employer shall give to the Union at least ninety (90) days notice of any change in the workplace, which may affect the health and safety of any employee, or which involves the introduction or alteration of any chemical or biological substance which may affect the health and safety of any employee.

27.10 Immunization

The Employer agrees to inoculate all employees to hepatitis B, in addition, employees who regularly come into contact with infectious carriers or communicable diseases shall receive such inoculations and vaccinations as recommended by the Joint health and Safety Committee. This will be carried out at the Employer's expense when the cost of such immunization is not covered through the employee's health plan.

27.11 First Aid Kits

The Employer in each program location and in each program vehicle shall supply a first aid kit.

27.12 Injury Pay Provisions

An employee who is injured during working hours, and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave. An employee who has received payment under this Section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

27.13 Transportation of Accident Victims

Transportation to the nearest physician or hospital for on-duty employees requiring care by a physician or hospital, as a result of an accident during the performance of the employee's duties, shall be at the expense of the Employer.

27.14 No Loss of Remuneration

The Joint Health and Safety Committee and representatives shall have the right to attend to their duties, within regular working hours, without loss of remuneration, provided that such duties and hours are consistent with the guidelines of the Joint Health and Safety Committee. Health and Safety representatives will conduct their inspections of the program location where they work within their regular working hours. Where a representative is appointed to do inspections in another location(s), that representative, if using their own vehicle to attend at the other location(s), shall be paid mileage in accordance with Article 24.04. In no event shall any inspection be conducted so that the representative incurs overtime.

27.15 Harassment Free Workplace

The Union and the Employer recognize the right of employees to work in an environment free of harassment.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment can be psychological, verbal or physical or it can be a combination of these. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual, and may adversely affect the working environment. It may take the form of excluding an employee from rights and privileges related to his/her employment and to which she is otherwise entitled.

Gender/Transgender Harassment

Gender/Transgender Harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of sexual orientation or gender.

Gender/Transgender Harassment also includes discrimination, alienation, intimidation, and silencing or the differential treatment of a person as a result of their gender identity.

Sexual Harassment

- a) Definition: Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:
- i) unnecessary touching or patting
 - ii) suggestive remarks or other verbal abuse
 - iii) leering at a person's body
 - iv) compromising invitations
 - v) demands for sexual favours
 - vi) physical assault
- b) Sexual harassment is a serious offence and any employee of Total Communication Environment found guilty of sexual harassment will be subject to severe disciplinary action(s) or discharge.
- c) Complaints regarding alleged harassment, including but not limited to sexual harassment, shall be dealt with seriously and in strict confidence.
- (i) The complainant may request a meeting with the alleged offender unless the complainant believes that no useful purpose would be served by such a meeting. If such a meeting is to be held, both parties shall attempt to reach an agreement for the resolution of the complaint. If the complainant and/or the alleged offender are members of the Union, they may be accompanied by another member of the Union.
 - (ii) If no such meeting is requested, or if there is a meeting and if no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the offender, a complaint may be filed with the Board of Directors. A representative from the Board of Directors shall convene a meeting of the complainant and the alleged offender and each may be accompanied by a representative of the Union or another Supervisor. Both parties shall attempt to reach agreement on a course of action.
 - (iii) If no agreement is reached in the meeting with the representative of the Board of Directors, or the agreement is breached, the complainant may file a grievance.
- d) No employee shall be subject to reprisal, threat or reprisal or discipline as a result of filing a bona fide complaint of sexual harassment. In the event the complaint is found to be a false or malicious complaint, appropriate action may be taken.

Conflict Resolution

- a) All employees have the right to work in an environment where there is mutual respect and where the early identification and positive resolution of workplace conflict will be encouraged and supported by Total Communication Environment.
- b) Where Union members, Management and the Employer identify that a workplace conflict exists and where all parties included agree that a joint intervention strategy should apply, the parties will jointly support the employees in developing a conflict resolution model appropriate to the situation.
- c) Where appropriate, the Employer will provide mutually agreed upon facilitation support to assist the employees in developing a conflict resolution model and/or facilitating of the conflict.
- d) The Employer and the Union will work jointly in resolving conflict and will promote consistent and successful practices.
- e) An effective conflict resolution model will incorporate the following elements:
 - i) A process which provides a safe environment enabling the employee(s) experiencing, the conflict to initiate informal resolution discussion with the other employee(s)/Supervisor and, for the co-worker(s) receiving the complaint to respond in a respectful manner.
 - ii) demonstrated commitment to the process by all affected employees in the work unit(s).
 - iii) clearly defined and effective commitment to the process by all affected employees in the work unit(s).
 - iv) confidentiality guidelines.
- f) Where the Union and the Employer have agreed that a joint intervention strategy should apply and where a conflict resolution model is in place, it is the expectation of the parties that employees will attempt to resolve the conflict using that model.
- g) Where either party, determines that the conflict resolution model is not acceptable or that the conflict resolution process has been unsuccessful, they will advise the other party in writing and the model and process will not proceed.
- h) Participation in this process will not be used to prevent the Union from filing a grievance and the time limits referred to will be extended in all such cases.

Anti-harassment Instruction

On an annual basis, the Employer shall provide anti-harassment instruction for all employees (Union and non-Union) of the agency. The training shall be in a format mutually agreeable to the parties.

ARTICLE 28 - JOB SECURITY

28.01 Job Security

Where there are no bargaining unit employees available to do the work, the Employer may contract out such work.

In no event shall the Employer contract out if such contracting out results in a reduction of regular hours of work for regular full-time or part-time employees.

ARTICLE 29 - CLOTHING ALLOWANCE

29.01 Clothing Allowance

Clothing damaged, through no fault of the employee, during the course of the employee's duties shall be repaired, cleaned or replaced by the Employer, upon damaged clothing being produced.

On a rolling twelve (12) month calendar basis, all employees who are regularly required to participate in a swim program, shall be eligible for reimbursement of up to seventy-five dollars (\$75.00) for swimwear upon submission of receipts. Employees who are required to regularly participate in the delivery of flyers, shall be eligible for reimbursement of up to seventy-five dollars (\$75.00) for outdoor footwear upon submission of receipts.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Bulletin Boards

The Employer shall provide bulletin boards, which shall be placed in order that all employees have access to them, and upon which, the Union shall have the right to post notices of meetings or information relating to Union issues, conditional upon Article 8.02.

30.02 Tools and Equipment

The Employer shall apply all tools and equipment required by employees in the performance of their duties.

30.03 Liability Insurance

The Employer agrees to continue the provision of adequate liability insurance on behalf of employees in the conduct of the Employer's business based on standard and current forms of protection available in the insurance industry. The employee has the right of Union representation at all times during this process.

ARTICLE 31 - PRESENT CONDITIONS TO CONTINUE

31.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, shall continue to be enjoyed and possessed insofar as

they are consistent with this Agreement, but may be amended by mutual agreement between the Employer and the Union.

ARTICLE 32 - GENERAL

32.01 Mutual Agreement

Where there are provisions in this Agreement to provide for a mutual agreement between the employee and the Employer, such agreement shall be made in consultation with the Union.

32.02 WSIB

The Employer agrees to cover all employees under the Workplace Safety and Insurance Act (WSIA) of equivalent.

An injured employee shall be entitled to draw on available sick leave credits pending acceptance of a WSIB claim, not including any appeals.

ARTICLE 33 - TERMS OF AGREEMENT

33.01 Duration


The Collective Agreement shall be binding and remain in effect from April 1, 2024 to March 31, 2027, and shall continue from year to year thereafter, unless either party gives the other party notice in writing, within the period of ninety (90) days before the Agreement ceases to operate, of its desire to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation.

33.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement, at any time during the existence of this agreement.


SIGNED ELECTRONICALLY.

SIGNED ON BEHALF OF TOTAL COMMUNICATION ENVIRONMENT

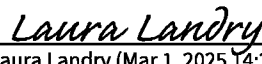


Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

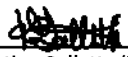
SIGNED ON BEHALF OF CANADIAN UNION PUBLIC EMPLOYEES and its Local 2605



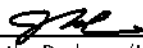
Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)



Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)



Kristina Galletta (Mar 1, 2025 14:35 EST)



Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

lb:cope/sepb 491
October 18, 2024

SCHEDULE "A" – PAY SCALE

POSITION	HOURLY RATE AT	HOURLY RATE AT	HOURLY RATE AT
	APRIL 1, 2024	APRIL 1, 2025	APRIL 1, 2026
	1.5% INCREASE	1.75% INCREASE	2.75% INCREASE
Residential Counsellor F/T & P/T			
Start Rate	35.92	36.55	37.56
After 1 Year	36.60	37.24	38.26
After 3 Years	37.36	38.01	39.06
Overnight Awake			
Start Rate	33.76	34.35	35.29
After 1 Year	35.13	35.74	36.72
After 3 Years	36.49	37.13	38.15
Overnight Asleep			
Start Rate	22.73	23.13	23.77
After 1 Year	23.87	24.29	24.96
After 3 Years	25.59	26.04	26.76
Call in			
Start Rate	35.16	35.78	36.76

*Wage rates do not include any pay equity adjustments subsequent to January 1, 2023

1. "After 1 year" and "after 3 years" as the terms appear in Schedule "A" – Rate of Pay shall mean after one calendar year in the specific position.
2. An employee who is promoted or transferred to a position with a higher rate shall be placed on the wage grid at a step which does not result in the reduction of the employee's hourly wage rate as a result of such promotion or transfer.

SCHEDULE “B” – DEVELOPMENTAL SERVICES HUMAN RESOURCE STRATEGY

March 19, 2010

The intention of core competencies ... outlining the principles.

Every day in Ontario, thousands of direct support employees assist people with a developmental disability to live more inclusive and dignified lives. The quality of these services and supports has a direct impact on the quality of life for the people supported. The model of core competencies is designed to recognize and promote the personal motivations as well as the professional traits and behaviours that exemplify the best direct support employees in the sector. The guiding principles underlying the core competencies model include an integrated human resource approach that will inspire and recognize skilled, professional direct support employees and raise the dreams and aspirations of the people we support. The following statements of principle guide the implementation of the core competency model and outline its intent and benefits.

Recognize the professional nature of direct support work:

Supporting people with a developmental disability to live more inclusive and dignified lives is very rewarding work. Effective supports require creativity, motivation and many more professional traits and behaviours. The core competency model provides recognition of the professional nature of the work that we do every day.

Recruit the right people:

The core competency model is designed to enhance our ability to recruit people who share our values for more inclusive communities. The nature of our work demands that we recruit the best people we can and the core competency model will help us do that. An important goal of the Development Services Human Resource Strategy is to make the sector a career of choice for both new and experienced employees.

Provide job enhancement opportunities and make career paths more transparent:

The introduction of a core competency model in the sector is designed to benefit employees by providing job enhancement opportunities and making career paths more transparent. The model provides the sector with a unique ability to assist direct support employees in fulfilling their career potential and to consider ongoing advancement. By clarifying the types and levels of core competencies for positions across the organization, the core competencies model provides the sector with an important tool for succession planning.

Engage and inspire direct support employees to remain in the sector:

By highlighting the professional nature of direct support work and creating career opportunities, the core competency model will improve retention in the sector. However, the implementation of core competencies in the sector seeks to go beyond retention by striving for a more engaged and inspired workforce.

Provide a strength based approach to developing and enhancing direct support work:

Our professional work in support of people with a developmental disability is dedicated to seeing people grow, meet new challenges and aspire to new dreams. The core competency model reflects this attitude as a “going forward” process for employees in the

sector. Core competencies provide a professional development mechanism to move from effective services to superior, life-enhancing supports. The core competency model will provide a valuable tool for feedback to enhance direct support work. The primary benefit and intent of the core competency model is to enable and facilitate positive professional development, not to be used for disciplinary purposes.

A foundation for increased and sustainable human resource capacity:

Core competencies provide the foundation for the work of all the committees of the Developmental Services Human Resource Strategy. Implementing the core competencies model provides a consistent and coherent framework for meeting the challenges of transformation in the sector.

This document was initiated by the Human Resource Shared Interest Committee, a Committee of the Development Services Human Resource Strategy. This Committee is composed of individuals representing the interests of direct support workers across the Province – that is, corporate Union representatives from SEUI, CUPE and OPSEU, a non-union leader to represent the interests of non-unionized direct support workers, and sector representatives appointed by the Provincial Network, Human Resources Committee.

As well, this document has been endorsed by the Development Services Human Resources Strategy Steering Committee.

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605


Re: Homeshare Program

In the matter of the Employer's Homeshare program, the parties do hereby agree as follows:

1. The employee(s) in the Homeshare program shall be excluded from the Union's bargaining unit provided that the following two conditions are met:
 - a) There remains One (1) employee in the Homeshare program and that employee at all times continue to be only Sasha McKeown.
 - b) There remains one (1) clients in the Homeshare program and that client at all times continue to be R.K..
2. In the event that the employee(s) in the Homeshare program become members of the Union's bargaining unit, the parties shall meet at the request of either of them and in good faith to negotiate any and all amendments to the Collective Agreement which either of them feels appropriate as a result of including (and) employee(s) of the Homeshare program within the bargaining unit.
3. In the event that the parties reach an impasse with regard to the negotiations referred to in paragraph 2) herein, either of them may refer the matters remaining in dispute to a mutually consensual three person arbitration panel with each party naming a nominee and the two nominees choosing a chairperson. Such arbitration panel shall have the power to resolve any issues remaining in dispute including the necessary power to award amendments to this Collective Agreement.
4. This Letter of Understanding replaces the Letter of Understanding between the parties dated May 13, 2004, regarding Homeshare.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER





Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker

Silka Whitteker (Mar 1, 2025 13:22 EST)
Laura Landry

Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)


Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Special Needs

In the matter of a Special Needs Worker for the Employer's residents requiring such services (for R.D.) the parties do hereby agree as follows:

1. The residents' families have hired at their expense or at the expense through the Employer, Special Needs Workers to work with an to provide services to specific residents which services are not normally or regularly provided by the Employer.
2. The Special Needs Workers shall not perform work of the bargaining unit while working directly for said residents' families.
3. Notwithstanding the above, any person hired by resident's family as a Special Needs Worker, may be eligible in the normal fashion for employment with the Employer in positions offered by the Employer and which are included in the bargaining unit.
4. This agreement is without prejudice to either party save and except for its enforcement.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER





Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)


Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Full-time overnight awake positions

In the matter of the normal hours of work for full-time overnight awake position at locations where there are two (2) full-time overnight awake positions, the parties do hereby agree as follows:

1. Notwithstanding the provisions of Article 18.01 the normal hours of work shall be seven (7) shifts of ten (10) hours duration per shift in each two week period for a total of seventy (70) hours per two week period.
2. During the hours 7:00 a.m. to 9:00 a.m., the two overnight awake positions shall be paid at the Residential Counsellor rate.
3. The overnight shifts shall alternate on a fixed bi-weekly schedule between the two (2) full-time overnight awake positions.
4. This agreement shall be for the duration of the current Collective Agreement including any time past expiry where the parties continue to bargain for its renewal.
5. This agreement is without prejudice to either party save and except for its enforcement.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER



Jessica Martineau

Jessica Martineau (Mar 4, 2025 10:08 EST)


FOR THE UNION

Silka Whitteker


Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry

Laura Landry (Mar 1, 2025 14:21 EST)



Kristina Galletta (Mar 1, 2025 14:35 EST)



Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and


CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Sick Leave Provisions

The parties agree that Article 22 Sick Leave Provisions applies to full-time employees only. The parties agree that Article 23 Leave of Absence applies to all employees.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER




Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)

JM
Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Day Services

The parties agree that the position of Day Services is within the same Job Class and within the same classification as the position of Residential Counsellor.

It is agreed that the rates of pay shall be identical, and also that the same qualification, knowledge, skills and academic requirements shall apply.

It is understood however that the specific duties of the Day Services position are different than the Residential Counsellor position.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER





Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)


Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Joint Lobby

The Employer agrees to lobby the provincial government for adequate funding to ensure that accessible qualified supports and services provided by community agencies are available to individuals with developmental disabilities and their families. A key component to this lobby will be for improved wages, benefits, pensions and working conditions for the workers within the sector as well as support for a strong community agency infrastructure to ensure equal access across the province.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER




Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whittaker
Silka Whittaker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)

JM
Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Accommodation

The Union and the Employer affirm that employees shall be informed of any accommodation of a co-worker where such accommodation may affect the employee. Further the parties agree to meet through the Labour Management Committee to work out a protocol for such accommodation within 90 days of the ratification of this Collective Agreement.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER





Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)


Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services presently performed, in addition to work hereafter assigned to the bargaining unit, shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee except in cases mutually agreed to between the Union and the Employer.

The Union recognizes that the Employer's Day Program is a new initiative and is subject to change and that the discontinuation of the Day Program or the assessing of other Day Program services in the community shall not be a violation of this Article.

This Letter of Understanding shall be for the duration of the Collective Agreement commencing April 1, 2007, only, including any time past its expiry where the parties continue to negotiate a renewal agreement.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER



Jessica Martineau

Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker

Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry

Laura Landry (Mar 1, 2025 14:21 EST)



Kristina Galletta (Mar 1, 2025 14:35 EST)



Jacynthe Barbeau (Mar 3, 2025 11:19 EST)


LETTER OF UNDERSTANDING
between
TOTAL COMMUNICATION ENVIRONMENT
and
CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605
Re: Regularly Scheduled Hours

In the matter of positions with regularly scheduled hours between 32 hours per week and 48 hours per week the parties do hereby agree as follows:

- 1) The Employer may hire up to four 30-hour full-time positions: two to work as Community Participation Support positions and two to work as Long Term Care Outreach Workers.
- 2) The normal daily hours of work for the two Community Participation Support positions and the two Long Term Care Outreach Workers shall be six hours on a Monday to Friday basis and the normal weekly hours shall be thirty.
- 3) For Pay Equity purposes, and two Community Participation Support positions and the two Long Term Care Outreach Workers shall be within the job class of Residential Counsellor and paid accordingly.
- 4) For the purposes of Article 18.09 Distribution of Relief and For Call in Hours/Shifts the two Community Participation Support and the two Long Term Care Outreach Workers shall be treated as regular part-time employee (RPT). Overtime, however, shall be paid for all hours worked beyond forty (40) hours in a week.
- 5) For the purposes of vacation, sick leave and stats, calculations are prorated based on hours worked.
- 6) For all other purposes, other than those set out herein, incumbents of the two Community Participation Support positions and the Long Term Care Outreach Workers shall have the rights and obligations of full-time employees.
- 7) The regular scheduling of any other position to work between 32 hours per week and 48 hours per week shall require discussion and agreement between the Employer and the Union.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER





Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker

Silka Whitteker (Mar 1, 2025 13:22 EST)
Laura Landry

Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)


Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Violence

The parties agree to jointly develop a meaningful procedure with the objective of reducing client perpetrated violence against staff.

In the event that an impasse is reached in the development of the procedure, the parties agree to refer the matter to a panel made up of a Union selection representative, an Employer selected representative, and a jointly selected Chair, who shall be trained in mediation and/or alternative dispute resolution. It is agreed that the panel nominees should have experience in this area.

This panel shall have authority to make the final determination of the procedure. Also agreed that the parties will abide by the ruling of this panel.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER





Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)


Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Same Sex Gender Staff for client C.D.

In the matter of a Same Sex Gender Staff for client C.D. residing at TCE's Wyman House, the parties do hereby agree as follows:

Distribution of relief and call-in hours/shifts shall be offered in the following order:

- The most senior available PPT normally assigned at Wyman House provided that overtime does not result. Should the most senior employee be male, a female shall be called upon to perform all gender specific care, at no loss of hours or remuneration to the male staff.
- The most senior available female relief staff provided that overtime does not result.
- The most senior available female PPT normally assigned at other locations provided that overtime does not result.
- The most senior available female full-time employee.

Gender specific care includes but is not limited to, all personal hygiene including toileting, bathing, dressing or undressing, changing diapers, medical/medication procedures and medical appointments.

This Agreement is without prejudice to either party save and except for this enforcement.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER

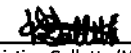


Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)

Jacynthe Barbeau
Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

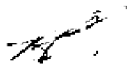
Re: Funding Adjustments and Transparency

In the event that the Ministry of Community and Social Services (MCSS) provides the Employer with additional funding for wages and/or benefits, and/or targeted funding for wages and/or benefits during the term of this Agreement, the Union and Employer shall meet to negotiate the method of allocation of funding to wages and/or benefits.

The Employer shall provide the Union with full disclosure regarding the current level of funding and any additional funding.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER




Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)


Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Labour Force Strategy

The parties recognize the value on ongoing provincial dialogue as a means to sustain labour peace and progress, quality of service and sustainability of the sector. All parties support the Development Services Sector in strengthening the important services it delivers and to make the work of the sector a “career of choice”. To that end, the parties agree to advocate for and support the formation of a Provincial Developmental Services Advisory Group (DSAG). The proposed composition of the DSAG would include representatives from the Developmental Service Sector Provincial Network or other appropriate provincial organizations representing employers, CUPE. Further the parties would invite the Ministry of Community and Social Services and other labour partners such as OPSEU to participate at the DSAG table.

The general purpose of the Developmental Service Advisory Group shall be to:

- (a) Discuss human resource issues related to ensuring the delivery of quality services and supports to supported individuals and their families.
- (b) Make recommendations related to a labour force strategy for the sector including such issues as recruitment and retention, multi-year funding formula, apprenticeship and mentorship programs, direct funding models, transformation issues, workload, mergers and amalgamations, staffing and support levels.
- (c) Advise and report on systemic matters relating to the occupational health and safety of developmental services in Ontario.
- (d) Consider such other issues as agreed to by the participants.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER





Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)


Jacynthe Berbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Long Term Care Call-In List and Filling Vacant Shifts

This will confirm the understanding of the parties during the term of the Collective Agreement, which expires March 31, 2014 with respect to the following matters.

1. The Employer shall notify the Union in writing and post notice in the Employer's Administration Office, on all program bulletin boards and on the website so that interested Permanent Part-time and Call-In employees may apply for orientation and eligibility to submit availability for call-in hours/shifts long term care outreach program, in addition to other programs.
2. Such notice shall contain the following information. Title and nature of position; qualifications, knowledge, skills and academic requirements; shifts, hours of work; and locations. Such qualifications may not be established in an arbitrary or discriminatory manner.
3. The Employer shall select five (5) employees for the Long Term Care Call-In list. If the qualifications, experience of the candidates are relatively equal then seniority shall be the deciding factor.
4. When a vacancy occurs in the long term care call-in list the Employer shall notify the Union in writing and post notice of the position in the Employer's Administration Office, and on all program bulletin boards for a minimum of one (1) week. Posting shall take place no later than seven (7) days of deciding to staff the position.

Distribution of long term care call-in hours/shifts shall be offered in the following order:

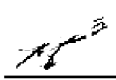
1. Full-time LTC employees, by seniority, providing overtime does not result.
2. The available call in employees, by seniority assigned to long-term care list, provided that overtime does not result.

The Employer shall make the determination whether or not overtime will be incurred. The Employer shall be entitled to minimize the amount of overtime incurred.

3. Full-time employees, by seniority assigned to LTC.
4. Call In employee, by seniority assigned to LTC.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER




Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)

JM
Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Workload

The parties agree that an ongoing assessment of workload considerations shall form an agenda item at Labour/Management meetings for the period set out below.

It is the responsibility of the Employer and individual employees to report workload issues as they arise.

In considering workload issues, the parties agree to take into account the following: work schedules for employees, number of supported individuals and any other related issues.

Workload issues shall be reflected in the Labour Management minutes.

This letter shall be in place for the time period commencing on September 1, 2015 until the expiry of this Collective Agreement, as defined by the Ontario Labour Relations Act.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER



Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)

Kristina Galletta
Kristina Galletta (Mar 1, 2025 14:35 EST)

Jacynthe Barbeau
Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Central Table Bargaining

The parties recognize the financial constraints faced by agencies due to funding freezes imposed by the Province of Ontario. The parties further recognize that reductions in service, closures and lay-offs should never be an option to realize cost-savings. Such actions and decisions are not in the best interests of the people receiving service, the community, the agency and its employees.

The parties understanding that new and innovative methods to reduce costs should be investigated and promoted to avoid decisions with negative impacts.

Therefore, the parties agree to participate and support a Central Bargaining Table to explore a single, common benefit package for all participating Developmental Service Agencies in Ontario.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER




Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whittaker
Silka Whittaker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)

Jacynthe Barbeau
Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Joint Action for Proper Compensation

The COVID-19 Pandemic served to highlight the importance and skills of all workers within the Developmental Services (DS) Sector. Eligible workers received Pandemic Pay from the Province of Ontario and were recognized as 'heroes' by Premier Doug Ford and also as being overworked and underpaid. The Pandemic Pay amounted to \$4.00 per hour for each hour worked in an eligible position from April 24th, 2020 to August 13th, 2020. A lump sum bonus of \$250.00 was also available to eligible frontline employees who had worked 100 hours or more in one of the designated four-week periods at an eligible workplace. This represents a potential wage enhancement of \$890 per 4-week period or \$11,570 if annualized.

The Province reintroduced a wage enhancement of \$3.00 per hour but, again, on a temporary basis from October 2020 to March 2021. This enhancement is for approximately 47,000 eligible workers in children, community and social services providing personal direct support services for the activities of daily living.

With the emergency currently declared over and with only temporary wage enhancements thus far, DS workers continue to work under the onus of the Congregate Care Regulation and Bill 124 and very limited secondary employment options. Many DS workers have seen their hours reduced and now all DS workers face the prospect of a minimal 1% wage increase.

Both CUPE Local 2605 and Total Communications Environment agree that the DS sector has been underfunded for years and that the 1% wage package available from the funder, the Province of Ontario, does not adequately reflect the skills, dedication and responsibilities of DS workers. COVID-19 brought this issue to the forefront and the

Parties agree that the declaration of the end of the emergency does not and cannot end the conversation about funding and wages in the DS sector.

Therefore, the Parties agree to jointly sign a letter to the Premier and MCCSS Minister demanding that, at a minimum, the original \$4.00 per hour wage enhancement be permanently reinstated for all DS workers and that the lump sum payments be re-activated.

Furthermore, the employer will contact its respective employer association(s) with the request that they work jointly with CUPE to pursue this goal.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER





Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)


Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Wage Re-opener Language

Whereas the parties had agreed to a letter of understanding that would allow the collective Agreement to be reopened with respect to compensation should any challenge to the constitutionality of Bill 124 in which CUPE was a plaintiff be successful.

And whereas, in November of 2022, the Ontario Superior Court declared bill 124 unconstitutional, finding that it substantially interfered with collective bargaining. The Ontario government unsuccessfully appealed the decision and subsequently repealed the Act in its entirety in February 2023.

The Employer hereby undertakes within 60 days of the signing of this Letter to apply to the Ministry of Children, Community and Social Services and/or the Treasury Board Secretariat, for funding to address labour relations and employee compensation issues arising from the annulment of Bill 124 on behalf of the bargaining unit employees.

The Employer will share with the Local Executive the attempts to request funding and any responses it receives. The Employer agrees to make continued efforts to receive funding to remedy the injustice endured by employees as a result of Bill 124.

Should the Employer be in receipt of any funding related to Bill 124, the Employer will pay the amount of that funding to the bargaining unit employees employed as of the date of receiving any such funding.

It is further understood that this letter will by no means cause prejudice to any remedy that members could otherwise be entitled to.

It is further understood that during the next round of bargaining, the Union reserves the right to re-open discussions with respect to the years in which the wage restraint legislation impacted negotiations.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER

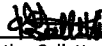


Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)



Kristina Galletta (Mar 1, 2025 14:35 EST)



Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

LETTER OF UNDERSTANDING

between

TOTAL COMMUNICATION ENVIRONMENT

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2605

Re: Senior Counsellors

The Employer wishes to develop, in consultation and agreement with the Union, to pilot Senior Counsellors in up to three (3) homes. The Employer will provide a blueprint for the position which is based on the Acting Program Supervisor. The position will provide for a fixed number of hours free of direct client service to fulfill administrative responsibilities.

SIGNED ELECTRONICALLY.

FOR THE EMPLOYER




Jessica Martineau
Jessica Martineau (Mar 4, 2025 10:08 EST)

FOR THE UNION

Silka Whitteker
Silka Whitteker (Mar 1, 2025 13:22 EST)

Laura Landry
Laura Landry (Mar 1, 2025 14:21 EST)


Kristina Galletta (Mar 1, 2025 14:35 EST)

Jacynthe Barbeau
Jacynthe Barbeau (Mar 3, 2025 11:19 EST)

lb:cope/sepb 491
October 18, 2024