

COLLECTIVE AGREEMENT

between



**TAYSIDE COMMUNITY RESIDENTIAL
AND SUPPORT OPTIONS**

and



AND ITS LOCAL 4474

April 1, 2024 to March 31, 2026

ST*COPE 491

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to recognize the value of collective bargaining in matters pertaining to the working conditions, length of service and employment of the employees of the Employer and to establish a method of settling any differences expeditiously, which may arise between the parties. The Union and the employees agree to work with the Employer, to the best of their ability, to ensure that the highest level of quality and level of service is provided to its clients.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges and agrees that it is the exclusive right of the Employer to maintain and exercise all managerial authority, rights and prerogatives. The foregoing is limited only by specific terms of this Agreement. Without limiting the generality of the foregoing, such functions shall include the right to:
- a) maintain order, discipline, efficiency, and to make, alter and enforce rules and regulations to be observed by the employees;
 - b) hire, retire, classify, direct, promote, demote, transfer, layoff, recall, discipline, suspend, discharge, assign work to employees, assign employees to shifts and the number of employees required from time to time;
 - c) operate and manage the Employer's operation in all respects in accordance with the Employer's operations, commitments, obligations, and responsibilities, including: the number and location of the establishments; the nature and kinds of services provided; the number of shifts and quality of standards; the direction of the workforce; the schedules of operations including overtime; the techniques and work procedure including job content; the kinds and location of equipment to be used; to make, alter and enforce regulations governing the use of materials, equipment and services.
- 2.02 **Not Discriminatory**
- The Employer agrees that in exercising its management rights, it will do so in a manner that is not inconsistent with the provisions of this Agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4474 as the bargaining agent of all the employees of Tayside Community Residential & Support Options in the Town of Perth in Lanark County, save and except Child Care Supervisors and Team Leaders, persons above the rank of Child Care Supervisor and Team Leaders and Administrative Assistants.

3.02 Work of the Bargaining Unit

The parties recognize and agree that the nature of the Employer's operations are such that employees outside the bargaining unit regularly perform bargaining unit work, but employees who are not in the bargaining unit will not perform bargaining unit work to such an extent that it directly results in the layoff of a bargaining unit employee.

The parties recognize that other agencies and individuals in the community provide services to the clients of the Employer. The parties agree that the provision of these services is not a violation of this Collective Agreement.

3.03 Restrictions on Contracting Out

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

3.04 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 their representatives which may conflict with the terms of this Collective Agreement.

3.05 Definitions

Full-time employees refers to an employee who is regularly scheduled to work the maximum regular scheduled hours of work set out in Article 17.01.

Part-time employees are those employees who are regularly scheduled to work less than full-time hours.

Casual/Supply refers to an employee who is not regularly scheduled and who is assigned to replace employees on an as required basis or to provide services during a short-term high intensity care period.

Temporary employees may be hired for a specific term to replace an employee who will be on an approved leave of absence, absence due to WSIB disability, sick leave, or long-term disability. Where the employee is hired to replace an employee who will be on an approved leave of absence, absence due to WSIB disability, sick leave or long-term disability, the term may extend up to the length of the leave of the person being replaced. The period of employment of such persons will not exceed the absentee's leave.

A temporary employee may also be hired to perform a special nonrecurring task, which will last no longer than six (6) months. This time may be extended a further six (6) months on mutual agreement of the Union, employee and Employer. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement. If the temporary employee is the successful applicant to a regular permanent position and completes their probation period following entry into a regular permanent position, the employee will be credited with seniority from the date of hire as a temporary employee provided there has been no break in service between the end of the employment as a temporary employee and the start of employment as a permanent employee.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

3.06 Collective Agreement Continuance

The parties agree that there will be no strike, slowdown, work stoppage or restriction of work, nor will there be a lockout so long as the Collective Agreement continues to operate.

3.07 Qualifications

Unless prohibited by legislation, should job qualifications or core competencies change, bargaining unit members will be deemed qualified in their current positions.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 a) The parties agree to abide by the provisions of the *Ontario Human Rights Code*. For purposes of information, the prohibited grounds in the Code are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.
- b) The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of membership or non-membership or activity or non-activity in the Union.
- c) Respectful Workplace

The Employer and the Union agree that all employees are entitled to a respectful workplace. They further agree that no form of harassment or bullying shall be condoned in the workplace, and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise.

Situations involving harassment or bullying shall be treated in strict confidence by both the Employer and the Union, subject to respecting the rights of procedural fairness to anyone accused of wrongdoing. Harassment or bullying does not include discipline for just cause or management decisions made in good faith.

- 4.02 Harassment and discrimination in the workplace will be a standing agenda item at Labour Management Committee meetings.

ARTICLE 5 – CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

The Employer shall deduct from the pay of every member of the bargaining unit monthly dues, in accordance with the Local's bylaws as amended by the Membership of this Local. Deduction for Union dues made during each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a notice of changes to the list of names of employees from whom the deductions have been made. In the month of July, the Employer will also forward a current list of dues paying employees along with a list of addresses to the Local's Recording Secretary.

- 5.02 The Union agrees to indemnify and save the Employer harmless against any and all claims or other forms of liability that may arise out of the application or administration of Article 5.01.

ARTICLE 6 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 New Employees

The Employer agrees that during the new employee's orientation, it will give hired employees an orientation package prepared by the Union.

6.02 Copies of Agreement

Within one week of commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union steward or representative in the area in which the employee works. The Union representative shall give the employee a copy of the Collective Agreement. The Union representative will be allowed up to fifteen (15) minutes to meet with the new employee(s) without loss of pay for the purpose of Union orientation.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the Secretary of CUPE Local 4474, with a copy to the President of CUPE Local 4474. This shall not apply to grievance responses.

- 7.02 The Employer shall provide the Union with three (3) months' notice in writing in the event the Employer and/or Ministry is planning the restructuring or closure of a permanently funded program.

The Employer shall meet with the Union at the next scheduled Labour Management Committee Meeting after formal notice is provided, but no later than twenty (20) working days after notice.

The Employer and the Union will discuss the closure or restructuring of the permanently funded program and the impact it may have on bargaining unit members.

7.03 Volunteers

The Employer will advise the Union in writing of the names of all volunteers in the workplace.

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE

8.01 Labour Management Committee

- a) A Labour Management Committee shall be established consisting of three (3) representatives of the Union representing both Developmental Services and Child Care and three (3) representatives of the Employer.
The parties agree that in all their deliberations they seek to promote cost-effective and efficient operations and to provide the highest level of service to the clients.
- b) The Committee shall meet on an ad hoc basis, but no more than once each month at a mutually agreeable time and place. Each side shall provide the other with agenda items, which they wish to have discussed at this meeting, at least one week in advance of the meeting. Employees shall not suffer any loss of regular straight time wages for time spent in meetings of this Committee during their regularly scheduled hours.
- c) Minutes of each meeting of the Committee shall be prepared by the Employer as promptly as possible after the close of the meeting. The minutes shall be checked and signed by the Union and the Employer prior to circulating. The minutes shall be circulated to all sites.
- d) The work of this Committee shall not supersede or replace the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- e) Workload issues will be a standing agenda item at Labour Management Committee meetings. The Committee will review workload issues including individual workload concerns and systemic workload issues and provide a formal response or resolution to address the concerns.

ARTICLE 9 – LABOUR MANAGEMENT RELATIONS

9.01 Representatives

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. The Employer will not be required to recognize any officer of the Union until it has been notified by the Union in writing. Similarly, the Employer will supply the Union with a list of its personnel with whom the Union may be required to transact business.

9.02 Function of Bargaining Committee

All matters of mutual concern pertaining to collective bargaining and the renewal of the Collective Agreement shall be referred to the Bargaining Committee for discussion and settlement.

9.03 Meetings of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held within twenty (20) working days after the request has been given or such other date as mutually agreed.

9.04 Representative of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative will notify the Employer in advance in order to have access to the Employer's property in order to investigate and assist in the settlement of a grievance or other workplace related issues.

9.05 Technical Information

The Employer and the Union agree to make available information and/or documents that are in the public domain, as requested for the purpose of contract administration or collective bargaining.

ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE BOARD

10.01 Employer Shall Notify Union

The Employer agrees to provide the Union with a copy of any new or revised policy or procedure which affects employees in the bargaining unit.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect up to eight (8) stewards, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting their grievance at any step of the grievance procedure. One steward will be appointed by the Union as Chief Steward. Stewards must be regularly scheduled employees who have completed their probationary period.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the name of the Chief Steward and all other stewards before the Employer shall be required to recognize them.

11.03 Grievance Committee

The Employer shall recognize a Grievance Committee consisting of Chief Steward and the steward representing the grievor.

11.04 Permission to Leave Work

The Employer recognizes that stewards have duties to perform on behalf of the Union. The Union acknowledges and agrees that stewards have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union business will be consumed by such persons during working hours.

Stewards who are performing Union business will not leave work without first obtaining the permission of their supervisor. The steward shall give the supervisor an estimate of time he will be away from work and shall report back to the supervisor when he returns to work. If a steward is conducting Union business in a location other than their normal workplace, they shall notify the supervisor of their presence and the reason for being there. While recognizing

the operational requirements of the organization and health and safety of clients take precedence, such permission shall not be unreasonably withheld.

11.05 Definition of Grievance

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

11.06 Settling of Grievance

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

Complaint: It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until the employee has first given the supervisor the opportunity of adjusting the employee's complaint. If an employee has a complaint, such complaint shall be discussed with the supervisor within seven (7) business days upon which the employee(s) first became aware, or should have become aware, of the facts giving rise to the complaint. If the supervisor is unable to adjust the complaint to their mutual satisfaction within seven (7) business days, the employee may proceed with the grievance procedure within seven (7) business days following the decision of the supervisor.

Step 1: Failing satisfactory settlement at the complaint stage, the employee(s) shall submit the grievance in writing to the supervisor within seven (7) business days of the complaint meeting. The nature of the grievance, the relevant provisions of the Collective Agreement and the remedy sought shall be included in the grievance. The supervisor or their designate shall convene a meeting within seven (7) business days after receipt of the grievance and shall render a decision in writing within seven (7) business days after the meeting.

Step 2: Failing satisfactory settlement being reached in Step 1, the employee(s) concerned, together with the Grievance Committee, shall, within seven (7) business days, submit the grievance to the Executive Director. The Executive Director or designate shall meet with the employee(s) and the Grievance Committee within seven (7) business days of receipt of the grievance and shall render a decision in writing within (7) business days after the meeting.

11.07 Time Limit Extensions

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

11.08 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 and Step 1 of this Article will be by-passed. If the Union files a grievance in a circumstance which directly affects an Employee and/or where an individual employee could have filed a grievance, any remedy shall be limited to a declaration.

11.09 Facilities for Grievances

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

ARTICLE 12 – ARBITRATION

12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, within thirty (30) calendar days 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 include therein the names of possible arbitrators. Within ten (10) working days of receipt of such notice the other party shall respond by accepting one of the arbitrators so mentioned or indicating the names of other possible arbitrators. Within ten (10) working days after such suggestions are received, failing agreement on an arbitrator, either party may request the Minister of Labour for the Province of Ontario to make an appointment of a single arbitrator, to hear such grievance and determine the grievance. The individual appointed as single arbitrator shall hear and determine the difference or allegation, and shall issue a decision, which decision is final, and binding upon the parties and upon any employee or Employer affected by it. If no written request for arbitration is received within the ten (10) working days after exhausting the grievance procedure, the matter shall be deemed to be abandoned or settled.

12.02 Expenses of the Board

Each party to this Agreement shall jointly and equally share the fees and expenses of the arbitrator.

12.03 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses as long as the employee(s) can be scheduled in accordance with operational requirements.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discipline, Suspension, Discharge Procedure

The authority to suspend, discharge or otherwise discipline an employee rests with management. An employee who has completed the probationary period may be disciplined, suspended or discharged, but only for just cause. When the Employer has completed its investigation and decided to discipline an employee in the form of a written reprimand, suspension or discharge the Employer shall have a meeting with the employee in the presence of a Union steward. The employee and the Union shall be advised in writing by the Employer within three (3) working days of the reason for such discipline, suspension and discharge. The parties understand that the purpose for the attendance of the steward at the meeting is to advise and support the employee. The failure to have a Union steward present at the meeting shall not void any discipline.

13.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Grievances regarding suspension and discharge will start at Step 2 of the grievance procedure.

13.03 Personnel Records

An employee shall have the right to have access to and to review their personnel records, located in the main office, in the presence of staff designated by the Employer and to receive copies of any documents on their file. If the employee has already received a copy, the employee shall be charged for the cost of the copies requested. The cost for the duration of this Collective Agreement will be twenty-five cents (25¢) per page. All such reviews

shall be arranged by appointment with the designated staff. An employee has the right to respond in writing to any documents on the employee's file. The employee will have the right to be accompanied by a Union steward.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

- a) For full-time employees, seniority is defined as length of continuous service with the Employer from last date of hire.

For all other employees, seniority shall be calculated on the basis of hours paid, with one thousand seven hundred and twenty-five (1725) hours paid representing one year of service. In no case may a part-time employee accumulate more than one year of service in any one calendar year.

- b)
 - i) An employee whose status has changed from full-time to part-time shall receive full credit for seniority and service on the basis of one year equals one thousand seven hundred and twenty-five (1,725) hours of seniority and service, prorated for partial years.
 - ii) An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one year for each one thousand seven hundred and twenty-five (1,725) hours paid, with probation for partial years.

14.02 Seniority List

The Employer shall maintain a seniority list showing date of hire, and length of service for full-time employees and date of hire, accumulated hours paid, and calculated years of service based on hours paid for part-time employees based on the calculation set out in Article 14.01 above. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards at six (6) month intervals (January and July). Within one month of the date that the seniority list is posted, any employee who believes that the seniority list is incorrect must inform the Employer in writing of the error. If no challenges are made within the one-month period, then the seniority list will be deemed to be correct.

14.03 Role of Seniority in Promotions and Demotions

In decisions concerning posted vacancies, layoffs, recalls, promotions and demotions, the Employer shall consider two (2) factors:

- a) Skill, ability, qualifications
- b) Seniority

The Employer shall consider factor a) first. If, in the opinion of the Employer, the applicants are equal with respect to factor a), then factor b) shall be the determining factor.

When an employee applies for a vacancy which is in the same occupation (as per Appendix "A") that they are currently working in, such employee shall be deemed to meet the qualifications for the vacancy and will not be subjected to an interview. However, in the event that an employee is in a performance improvement plan, the employee will be subject to an interview.

14.04 An employee shall lose seniority and shall be terminated for just cause in the event that the employee:

- 1) is discharged for just cause and is not reinstated;
- 2) retires or quits in writing;
- 3) is absent from work in excess of three (3) working days without notifying the Employer or providing a reason for absence satisfactory to the Employer;
- 4) fails to return to work within seven (7) calendar days after being notified by courier of a recall, unless the employee provides a reason satisfactory to the Employer. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address;
- 5) is laid off for a period longer than eighteen (18) months;
- 6) fails to work for a period of three (3) months, except in the case of an approved absence, including but not limited to sick leave, long term disability, pregnancy/parental leave or WSIB leave or in the case of a casual employee not working a shift during the three (3) month period when provided the minimal notice period of the shift under the *Employment Standards Act*.
- 7) does not accept a third recall offer within the classification they held at time of layoff.

14.05 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 take a permanent

position outside the bargaining unit, the employee's seniority shall be frozen, and they shall not accumulate any additional seniority while in the position outside the bargaining unit. The employee shall have the right to return to the bargaining unit within six (6) months of the date that they left the bargaining unit to take the permanent vacancy and may return to the position they held immediately prior to leaving the bargaining unit.

14.06 Effect of Absence

Seniority shall not be accumulated for any period of unpaid absence in excess of thirty (30) calendar days, except for leaves of absence as identified under the *Employment Standards Act, 2000*, WSIB and Union leave. Seniority for an employee who is absent on Union leave shall accumulate for a maximum of one year, at which time it will be frozen.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

For each bargaining unit vacancy, which the Employer intends to fill, or when a new bargaining unit position is created for a duration of greater than three (3) months the Employer shall endeavour to notify each employee by corporate email, and post a notice of the vacancy on bulletin boards for a minimum of seven (7) calendar days. Interested employees must apply for the position within the closing date included in the notice. A copy of the posting will be provided to the Local Union President.

Temporary vacancies expected to last longer than three (3) months, shall be posted. At the end of the temporary vacancy, an employee who fills a temporary vacancy shall be returned to the position they held prior to filling the temporary vacancy.

A full-time employee, while filling a temporary vacancy, shall not be eligible for any other temporary vacancy until four (4) weeks prior to the expiry of the initial temporary assignment and the Employer will fill the resulting remainder of the initial temporary assignment with a casual employee without posting.

A part-time or casual employee, while filling a temporary vacancy, shall not be eligible for any other temporary vacancy that starts more than eight (8) weeks prior to the expiry of the initial temporary assignment and the Employer will fill the resulting remainder of the initial temporary assignment with a casual employee without posting.

15.02 Information on Postings

Such notice shall contain the following information: nature of position, location, qualifications, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. Postings shall include posting date and closing date.

15.03 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 opportunity who meet the qualifications for the job, before it is offered to outside applicants.

15.04 Trial Period for Employees Promoted or Transferred

The successful applicant shall be placed on trial for period of up to ninety (90) calendar days. Conditional on satisfactory service, the employee shall be declared permanent after successful completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position without loss of seniority, and at the wage or salary rate of the former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at the wage or salary rate of the former position. The trial period may be extended by mutual agreement between the parties. The trial period for part-time employees shall be three hundred and fifteen (315) hours.

15.05 Probation for Newly Hired Employees

A new employee will be considered on probation for a period of six (6) months from the date of hire or eight hundred sixty-two and one-half (862½) hours of work for employees whose regular hours of work are other than the standard work week. Upon completion of the probationary period the employee shall be credited with seniority from the date of last hire. With the written consent of the Employer, the probationary employee and the President of the Local Union such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration except where the employee's release was in violation of Article 4.01.

15.06 Union Notification

The Recording Secretary shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment, of employees holding jobs within the bargaining unit. The Employer shall post the names of successful applicants to vacant positions.

15.07 Training Courses

The Employer shall post notice of any training courses for which employees may be selected. The bulletin shall contain the following information:

- type of course (subject and materials to be covered);
- time and duration of the course;
- location of the course.

This bulletin shall be posted for a period of ten (10) calendar days on a bulletin board at each location.

15.08 There will be no requirement for any bargaining unit member to become a member of a Professional College unless required by a Ministry directive, regulation or legislation.

15.09 Where the Employer and the Union agree to place an employee in a vacant position as a result of an accommodation, the parties agree that such action is not a violation of any provision of this Collective Agreement.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 Unless the Employment Standards Act is more favourable to the employees, the Employer shall notify employees who are to be laid off twenty (20) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work twenty (20) calendar days after notice of lay-off, the employee shall be paid in lieu of work for that part of the twenty (20) calendar days during which work was not made available.

Definition of a Layoff

- a) Layoffs shall include a reduction in the regularly scheduled weekly hours of work of any employee.
- b) The Employer shall meet with the Union through the Labour Management Committee to review any layoffs which the Employer has decided to affect.

- c) Any employee in receipt of Notice of Layoff may;
- i) accept the layoff; or
 - ii) opt to retire, if eligible under the terms of the Multi Sector Pension Plan (MSPP) as outlined in Article 24.01 or
 - iii) bump another employee who is regularly scheduled to work the same or fewer hours in the same department with less seniority, provided the employee has the skill, ability and qualifications to perform the duties of the job. The most junior employee in the department who is laid off may exercise the bargaining union-wide seniority to bump a more junior employee in another department who is regularly scheduled to work the same or fewer hours, provided the employee has the skill, ability and qualifications to perform the duties of the job.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer in writing of their intention to do so and the position claimed within seven (7) days receiving the notice of layoff.

16.02 Recall Procedure

Following the job posting process employees shall be recalled for a job in order of seniority provided that they are qualified for the job for which they are recalled and are subject to the trial period set out in 15.05, except that an employee who does not complete the trial period successfully shall be returned to lay-off status.

An employee who is laid off shall have recall rights for a period of eighteen (18) months. An employee on recall shall not lose recall rights if the employee accepts part-time employment, casual and/or temporary assignments during the eighteen (18) month period.

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days.

16.03 Recruitment during Layoff

No new employees will be hired until those laid off who have the required qualifications to perform the duties of the position have been given an opportunity for recall.

16.04 Continuation of Benefits

The Employer agrees to pay the full coverage for all Health and Welfare Plans for employees laid off for thirty (30) days from the date of layoff.

16.05 Grievance on Layoffs

Grievances concerning layoffs shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 17 – HOURS OF WORK

17.01 Hours of Work

The following are the maximum regular scheduled hours of work.
Notwithstanding, nothing in this Collective Agreement shall be construed as guaranteeing minimum or maximum hours of work.

- a) **Child Care:** The total working hours shall not exceed forty (40) hours in a week. The normal work week is Monday to Friday. The normal working day shall not exceed ten (10) working hours, between 6:00 a.m. and 6:00 p.m.
- b) **Employees may be scheduled to work split shifts in the Child Care Centre.**
- c) **Residential Services:** The total working hours shall not exceed thirty-six hours (36) in a week, and shifts shall be scheduled one month in advance for a period of no less than one month. The normal working day shall not exceed twelve (12) hours.
- d) **Maintenance Staff:** The total working hours shall not exceed thirty-seven and one half (37½) hours in a week.
- e) **Where employees in Developmental Services are scheduled to work more than an eight (8) hour shift but up to a twelve (12) hour shift, with a paid meal break, the Union agrees with this daily schedule for the duration of the Collective Agreement, unless the parties mutually agree to change the schedules.**

- f) Supported Independent Living: The total working hours shall not exceed thirty-seven and one-half (37½) hours in a week.
- g) A minimum shift for Developmental Services employees shall be three (3) consecutive hours.

17.02 Paid Rest Period

Where operational requirements permit, the Employer will provide two (2) paid rest periods of fifteen (15) minutes per full working day. Employees who have an unpaid meal break will be provided with a one-half (½) hour uninterrupted meal period for each full working day.

17.03 Changes to Hours of Work

Where normal hours of work at a work site must be changed to provide improved service to clients, or to the public, or to improve the efficiency of operation, the Employer shall introduce such changes after discussion with the Union and provide the affected employee thirty (30) days notice of the change. The timeframe may be less than thirty (30) days upon mutual agreement between the Employer, the affected employee, and the Union.

17.04 Days Off – Developmental Services

The Employer shall endeavour to schedule consecutive days off and every second weekend off, unless mutually agreed otherwise between the Employer and the employee. An employee may agree to work every weekend.

17.05 No Split Shifts – Developmental Services

The Employer shall not schedule split shifts in Developmental Services (except for Supported Independent Living) and in Maintenance.

The Employer will meet with the Union to discuss the introduction of split shifts when dictated by a client's care needs. The introduction of split shifts must be mutually agreed upon between the parties.

17.06 Work Schedule – Developmental Services

- a) Work schedules shall be posted one (1) month in advance. Such schedules shall provide for not less than eight (8) hours rest between the end of one shift for an employee and the start of the next shift for the employee;
- b) For the purpose of providing relief coverage, the following shall apply. Employees who work with less than eight (8) hours between shifts shall be paid at the time and one-half (1½) their regular rate for those hours within eight (8) hours of another shift. The rate of time and one-half (1½) shall not apply to employees who have worked a short shift and who have been offered another short shift within eight (8) hours of the first shift. A short shift is a shift less than nine (9) hours.

17.07 Call Back – Developmental Services

A Developmental Services Employee who has left the Employer's premises and is required to return to work on the same day outside the employee's regular working hours shall be paid four (4) hours at straight time or overtime for the hours actually worked, whichever is the greater.

17.08 An employee who cancels their vacation must provide a minimum of ninety-six (96) hours' notice to the Employer. Employees shall receive forty-eight (48) hours' notice of the cancellation of a scheduled shift. If an Employee has not received adequate notice of forty-eight (48) hours, that Employee will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours.

17.09 Standby and Call Back - Maintenance Employees

A Maintenance employee who is required to be on standby for call-back duty will be compensated at twenty-five dollars (\$25.00) daily.

A Maintenance employee who returns to work on an approved call back shall be paid three (3) hours at straight time or overtime for the hours worked, whichever is greater.

ARTICLE 18 – OVERTIME

18.01 Conversion to Full-time Work

Local representatives from both the Employer and the Union shall discuss 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.

18.02 General Provisions

Overtime shall be defined as hours worked beyond the normal workday or work week as outlined in Article 17.

Overtime shall be on a voluntary basis, unless there are not enough employees to do the work required, in which case the junior qualified employee at the location shall be required to do the work if a more senior employee at the location declines the work. All overtime must be authorized by a supervisor.

Employees are expected to act on behalf of the client and may be required to work overtime.

Notwithstanding the above, when the Employer schedules staff meetings that extend beyond the normal hours of work, employees shall be paid their regular hourly rate for attending such meetings.

18.03 Overtime Compensation

- a) The employee shall be compensated for overtime worked with pay at straight time for all overtime worked up to ten (10) continuous hours in a day or up to forty (40) hours a week. An employee who works in excess of ten (10) continuous hours in a day or forty (40) hours in a week will be paid on the basis of time and one-half (1½) the straight time hourly rate for all hours worked in excess of ten (10) continuous hours in a day or forty (40) hours worked or paid in a week.
- b) Notwithstanding the provisions of Article 18.02 a), an employee who works additional hours as a result of exchanging a shift with another employee shall be paid straight time for the hours worked.
- c) Notwithstanding the provisions of Article 18.02 a) above, an employee who works a twelve-hour (12) shift shall be compensated with pay at straight time for all hours worked up to thirteen (13) continuous hours in the day or up to forty (40) hours a week. An employee who works in excess of thirteen (13) continuous hours in a day or forty (40) hours in a week will be paid on the basis

of time and one-half (½) the straight time hourly rate for all hours worked in excess of thirteen (13) continuous hours in a day or forty (40) hours worked or paid in a week.

18.04 Overtime premiums will not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided, nor shall the same hours of work be counted as part of the normal workweek and also as hours for which the overtime premium is paid.

18.05 Overtime Banked

An employee may bank overtime hours worked in excess of thirty-six (36) hours in a week in Developmental Services and in excess of the employee's regularly scheduled hours in a week in Child Care. The hours banked shall be banked on an hour in the bank for each hour worked. The maximum number of hours that may be put in the bank at any one time shall be forty (40). An employee may take banked time off at a time mutually agreed between the employee and the Employer. There shall be no carry over beyond March 31. Any time remaining in the bank on March 31 of each year must be paid out at straight time.

ARTICLE 19 – PAID HOLIDAYS

19.01 The Employer recognizes the following as paid holidays:

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

To be eligible for holiday pay, an employee must:

- work the full scheduled shift the day before and the full scheduled shift the day after the paid holiday; unless the employee provides a reason satisfactory to the Employer;
- work the holiday, if scheduled to do so, unless the employee provides a reason satisfactory to the Employer;
- not to be eligible to receive WSIB payments or sick pay;
- have worked at least one day in the twenty (20) days prior to the paid holiday.

19.02 Pay for Work on Scheduled Paid Holiday

- a) When any of the above noted holidays falls on an employee's scheduled day to work and the employee is not required to work on the holiday, the following applies:
 - i) Full-time Employees – the full-time employee shall receive holiday pay equal to the hours the employee would have been scheduled to work.
 - ii) Part-time and casual/supply employees – the part-time and casual/supply employee shall receive holiday pay equal to the wages the employee earned in the four (4) weeks immediately preceding the holiday divided by twenty (20).
- b) Employees who are required to work shall be paid time and one-half (1½) the employee's regular straight hourly rate for the hours worked. In addition, employees who are required to work will be given:
 - i) Full-time employees
 - the full-time Developmental Services employee shall receive compensating time off with holiday pay equal to nine (9) hours straight time pay.
 - the full-time Day Care employee shall receive compensating time off with holiday pay equal to seven and one-half (7½) hours straight time pay.
 - ii) Part-time employees who are regularly scheduled for a minimum of twenty (20) hours per week or more – compensating time off equal to the total of the hours worked at the regular straight time rate in the four (4) weeks immediately preceding the holiday, divided by twenty (20), with pay equal to the regular straight time wages. In addition, the employee will receive pay equal to the casual wages earned in the four (4) weeks immediately preceding the holiday, divided by twenty (20).
 - iii) Part-time employees who are regularly scheduled to work less than twenty (20) hours per week and casual/supply employees – pay equal to the wages the employee earned in the four (4) weeks immediately preceding the holiday, divided by twenty (20).
- c) Time off is to be taken at a time mutually agreeable between the employee and the Employer.

- d) Notwithstanding the above, any employee working on Christmas Day shall be compensated at a rate of two (2) times their regular hourly rate.

19.03 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the following shall apply:

- i. Full-time employees
 - the full-time Developmental Services employee shall receive another day off with holiday pay equal to nine (9) hours straight time pay.
 - the full-time Day Care employee shall receive another day off with holiday pay equal to seven and one half (7½) hours straight time pay.
 - the full-time Day Care employee shall receive another day off with pay equal to the total of the hours paid at the regular straight time rate in the four (4) weeks immediately preceding the holiday, divided by twenty (20), with pay equal to the regular straight time wages.
- ii. Part-time employees who are regularly scheduled for a minimum of twenty (20) hours per week or more – the employee shall receive compensating time off equal to the total of the hours worked at the regular straight time rate in the four (4) weeks immediately preceding the holiday, divided by twenty (20), with pay equal to the regular straight time wages. In addition, the employee will receive pay equal to the casual wages earned in the four (4) weeks immediately preceding the holiday, divided by twenty (20).
- iii. Part-time employees who are regularly scheduled to work less than twenty (20) hours per week and casual/supply employees – the employee shall receive pay equal to the wages the employee earned in the four (4) weeks immediately preceding the holiday, divided by twenty (20).

The day off with pay will be taken at a time mutually agreed upon between the employee and the Employer.

19.04 Compensation for Paid Holidays Falling on Saturday – Developmental Services

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

Monday to Friday. For other employees the paid holiday shall be observed on the day on which it falls.

19.05 Compensation for Paid Holiday Falling on Sunday – Developmental Services

When any of the above-noted holidays falls 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 paid holiday for employees whose normal work week is Monday to Friday. For other employees the paid holiday shall be observed on the day on which it falls.

ARTICLE 20 – VACATION

20.01 Vacation Credits

Employees shall accumulate vacation as follows:

- a) Employees accumulate annual vacation leave credits from the start of employment with TCO at the rate of ten (10) hours per month of full-time employment, equivalent to three (3) weeks paid leave.
- b) As TCO's full-time equivalent is considered to be forty (40) hours per week, monthly vacation credit hours are prorated for employees working between twenty (20) and thirty-nine (39) hours per week (see chart below for examples).
- c) Employees receive 13.33 hours per month after five (5) years of full-time employment (4 weeks) and 16.66 hours per month after ten (10) years of full-time employment (5 weeks), and twenty (20) hours per month after twenty (20) years of full-time employment (6 weeks), prorated for employees working between twenty (20) and thirty-nine (39) hours per week (see chart below for examples). Employees with over 25 years of full-time employment shall be entitled to 7 weeks annual vacation pro rated.
- d) Part-time employees will accumulate equivalent full-time employment on the basis of one thousand seven hundred and twenty-five (1,725) hours paid equals one year of full-time employment.

| Weekly Hours Worked | Monthly Credits 0 – 5 years | Monthly Credits 5 years 1 month – 10 years | Monthly Credits over 10 years | Monthly Credits over 20 years | Monthly Credits over 25 years |
|---------------------|-----------------------------|--|-------------------------------|-------------------------------|-------------------------------|
| 40.0 | 10.0 hrs | 13.3 hrs | 16.6 hrs | 20.0 hrs | 23.3 hrs |
| 37.5 | 9.4 hrs | 12.5 hrs | 15.6 hrs | 18.8 hrs | 21.9 hrs |
| 36.0 | 9.0 hrs | 12.0 hrs | 15.0 hrs | 18.0 hrs | 21 hrs |
| 26.0 | 6.5 hrs | 8.7 hrs | 10.8 hrs | 13.0 hrs | 15.2 hrs |
| 24.5 | 6.1 hrs | 8.1 hrs | 10.1 hrs | 12.25 hrs | 14.3 hrs |
| 20.0 | 5.0 hrs | 6.7 hrs | 8.3 hrs | 10.0 hrs | 11.6 hrs |

Employees who work casual shifts will receive vacation pay included in their biweekly pay for those hours at a rate consistent with their annual leave credits.

20.02 Part-time employees, who are regularly scheduled to work less than fifteen (15) hours per week, supply/casual employees and temporary employees hired from outside the bargaining unit will receive vacation pay, included in their bi-weekly pay, in accordance with the *Employment Standards Act of Ontario*. Part-time employees who are regularly scheduled to work between fifteen (15) and nineteen (19) hours per week and have worked less than 8,625 hours will receive vacation pay in the amount of six per cent (6%). Part-time employees who are regularly scheduled to work between fifteen (15) and nineteen (19) hours per week and have worked 8,625 hours or more will receive vacation pay in the amount of eight per cent (8%) of the employee's regular straight time earnings, included in their bi-weekly pay. Employees in the bargaining unit who fill temporary positions will receive vacation leave credits or vacation pay in the same way and at the same level as they received vacation leave credits or vacation pay with the position, they held prior to filling the temporary vacancy. At the conclusion of the temporary vacancy, the employees will return to their previous position and vacation entitlement.

20.03 Compensation for Holidays Falling within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation, the employee shall be given another day in lieu of the paid holiday at a time mutually agreeable between the Employer and the employee.

20.04 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 wages in lieu of such vacation.

20.05 Preference in Vacations

Employee requests for specific vacation periods are to be submitted to the Employer as per the following chart:

| Vacation Request Period | Employee's Submission Deadline | Employer's Posting of Vacation Schedules |
|--------------------------------|---------------------------------------|---|
| May 1 - October 31 | February 1 | March 15 |
| November 1 - April 30 | August 1 | September 15 |

Where employees request the same vacation period by the employee's submission deadline and the Employer cannot grant the requests for the same time, then seniority shall be the determining factor. Vacation requests received after the employee's submission deadline will be considered on a first-come-first-served basis rather than seniority.

20.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in unbroken periods of not more than four (4) weeks, unless otherwise mutually agreed upon between the employee and the Employer.

20.07 Approved Leave of Absence during Vacation

When an employee qualifies for bereavement, or is admitted as an in-patient to a hospital, during the employee's period of vacation, the period of bereavement leave or hospitalisation as an in-patient, plus up to two (2) days after discharge from being an in-patient shall not be deducted from the employee's vacation leave. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as mutually agreed between the employee and the Employer.

20.08 Carry Over of Vacations

An employee may carry over a maximum of two (2) weeks' vacation entitlement beyond the end of the vacation year. In addition, upon approval, an employee may request in writing to carry over more than two (2) weeks of vacation entitlement beyond the vacation year.

20.09 Client Vacations

After approval by the Employer, an employee who accompanies clients on a vacation shall be reimbursed for the following expenses, which must be approved in advance: travel, meals, accommodation, admission charges and recreational fees.

The employee's working hours shall be determined in advance of the vacation. Regular days off that the employee works during the client vacation period shall be rescheduled at a time mutually agreeable between the employee and the Employer. The wages an employee shall be paid during participation in client vacation shall be the employee's regular straight time wages for all hours in which the employee is involved in direct client care. Direct client care does not include sleep time.

ARTICLE 21 – SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

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

21.02 Sick leave earned per month by employees will be calculated at the rate of twenty-three percent (23%) regularly scheduled hours worked per week (e.g. 40 hours (x) 23% = 9.2 hours per month).

21.03 Maximum Accumulation of Annual Sick Leave

The maximum amount of sick leave that can be accrued at any one time for a full-time employee is two hundred and forty (240) hours.

21.04 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) consecutive workdays, certifying that the employee has an illness which prevents them from performing the essential duties of the job.

21.05 Illness in the Family

In the case of illness of an immediate member of the family, where no one other than the employee can provide for their needs, the employee shall be

entitled, after notifying the employee's supervisor, to use a maximum of forty (40) hours accumulated sick leave per calendar year for this purpose.

21.06 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working hours absent for sick leave on an hour for hour basis.

21.07 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, or layoff, the employee shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

21.08 Extension of Sick Leave

An employee with more than one year's service who has exhausted their sick leave credits may request in writing in advance that the Employer allow the employee to use other leave credits for sick leave or to borrow sick leave credits from future sick leave credits to a maximum of one year of sick leave credit. The amount of sick leave credit borrowed shall be repaid by the employee upon their return to duty through the employee's normal monthly accumulation. The employee shall be held responsible for the sick leave credits borrowed and should the full amount not be repaid; the Employer will deduct the amount due from the employee's salary.

21.09 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.

21.10 WSIB

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

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Canadian Union of Public Employees, Local 4474. The Union will advise the Employer of the Union nominees to the Committee.

22.02 Bargaining Committee Pay

The Employer will pay each member (not to exceed four (4) members) of the union bargaining committee for up to five (5) days of negotiations at their regular rate of pay and without loss of seniority or benefits for their scheduled hours. It is understood that this does not include any meetings that occur after the parties have had one meeting with the conciliator.

22.03 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of regular straight time wages when required to leave their workplace temporarily to meet with the Employer in connection with a grievance.

22.04 Leave of Absence for Union Functions

- a) Leave of Absence without pay and without loss of seniority shall be granted to employees, upon three (3) days advanced request to the Employer, to attend conferences and conventions of CUPE including its affiliated or chartered bodies. Where more than one employee is to be absent, permission from the Employer is required. Such permission shall not be unreasonably denied.

For administrative purposes, the Employer shall 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 period of leave.

- b) Leave of absence without pay but without loss of seniority shall be granted to employees to attend executive and committee meetings of CUPE, its affiliates and chartered bodies. Such leave shall be a maximum of thirty-five (35) person days per year, ten (10) of which may be used by the President of Local 4474 with not more than one day in any four (4) week period for President leave.

For administrative purposes, the Employer shall 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 period of leave.

- c) Any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to full-time public office, shall be granted leave of absence by the Employer for a period of one year without pay, but without loss of seniority. Such leave shall be reviewed each year during their term of office.

22.05 Bereavement Leave

- a) Effective April 1, 2023, an employee shall be granted a leave of absence of up to five (5) consecutive scheduled shifts without loss of salary or wages in the case of the death of a parent, spouse or child.
- b) An employee shall be granted three (3) consecutive calendar days leave without loss of salary or wages in the case of death of a guardian, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, son-in-law, daughter-in-law or grandchild.
- c) Bereavement leave shall also include the spouse's family.
- d) The employee may use one (1) bereavement day at the time of the burial.

22.06.1 Service Requirements for Pregnancy/Parental Leave

- a) Pregnancy and parental leave shall be granted in accordance with the *Employment Standards Act*. It is understood that leave for the purposes of adoption is included in parental leave.
- b) The Employer shall not deny a pregnant employee the right to continue employment during the period of their pregnancy, providing the employee is able to carry out their regular duties in a normal manner, or is able to perform other work that the Employer requires, at the rate of pay for that work and if such work is available. The Employer may request a doctor's certificate stating that the employee is capable of carrying out their duties.

22.07 Seniority Status during Pregnancy/Parental Leave

An employee shall continue to accumulate seniority during pregnancy and parental leave for the purpose of promotion, demotion, lay-off and recall, and vacation.

22.08 Length of Pregnancy Leave

The length of the pregnancy leave is seventeen (17) weeks. Such leave shall be granted on written request, which notifies the Employer at least two (2) weeks

in advance of the date the leave shall start and stating the probable date of delivery, the length of leave requested, as well as a clearly stated intention to return to work on completion of the leave of absence. This notice requirement may be waived in circumstances where it is not possible to fulfill it.

The pregnancy leave shall not begin more than five (5) months preceding the expected date of delivery.

The total maximum leave combining pregnancy and parental leave shall not exceed eighteen (18) months.

22.09 Administration of Welfare Benefits during Pregnancy/Parental Leave

During the period of pregnancy or parental leave, the employee shall continue to participate in each type of benefit plan in which they are currently enrolled, unless the employee elects in writing not to do so. The Employer shall continue to make the Employer contributions for any benefit plan unless the employee gives the Employer written notice that they do not intend to pay the employee's contribution(s), if any. Adoption leave is included in parental leave.

22.10 Procedure upon Return from Pregnancy/Parental Leave

The employee returning to work after leave shall provide the Employer with at least four (4) weeks written notice. On return from leave, the employee will be placed in their former position or an equivalent position in the employee's department in accordance with their seniority.

22.11 Length of Parental Leave

An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child may request a leave of absence without pay. Parental leave includes adoption leave. The request for parental leave must be in writing and must be given at least two (2) weeks before the day the leave is to begin, unless circumstances beyond the employee's control prevent that length of notice and, as well, the request must include a clearly stated intention to return to work on completion of the leave.

The parental leave may begin no later than seventy-eight (78) weeks after the child is born or comes into the employee's custody, care and control for the first time. An employee who has taken pregnancy leave must begin their parental leave when the pregnancy leave ends unless the child has not yet come into their custody, care and control for the first time. An employee's parental leave ends sixty-one (61) weeks after it began, if the employee also

took pregnancy leave and sixty-three (63) weeks after it began if the employee did not take pregnancy leave.

An employee may end parental leave earlier than the day set out in the original request for leave, by giving the Employer written notice at least four (4) weeks before the date the employee wishes to end the leave.

22.12 Any period of time an employee is absent on pregnancy and/or parental leave shall not count towards the completion of any probationary period.

22.13 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 normal daily pay.

22.14 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 in which the Crown is party. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service, and the amount of pay received.

22.15 General Leave

The Employer, in its discretion, may grant a leave of absence up to one year with or without pay or without loss of seniority to an employee who requests such leave in writing at least four (4) weeks prior to the scheduled beginning of the leave. The Employer shall give an answer, in writing, to the employee within seven (7) calendar days of the request.

22.16 Educational Advancement

The Employer, in its discretion, may grant a leave of absence, with or without pay to an employee in order to take a course and written exams which will relate to the employee's work and where the course is seen not only to upgrade the employee but is also a clear benefit to Tayside Community Residential & Support Options. The cost of such course may be paid by the Employer upon successful completion of the course, or as mutually agreed between the Employer and the employee.

22.17 Professional Development

The Employer agrees that direct service and professional staff may utilize up to twenty-seven (27) paid hours per year for full-time employees, pro-rated for part-time employees, to participate in professional development activities as approved by the Employer. The supervisors will distribute available materials pertaining to professional development and will coordinate planning for effective professional development activity.

22.18 Training Leave

When the Employer sends an employee to take a training course that the Employer requires, the Employer shall pay for the cost of the course. All time spent in attendance at the course shall be considered as time worked and paid at the employee's regular straight time hourly rate. In addition, the Employer will reimburse employees for other costs, such as travel and supplies and travel time in accordance with its policies.

22.19 Emergency Leave

An Employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in subsection 4.
3. An urgent matter that concerns an individual described in subsection.
4. Paragraphs 2 and 3 above apply with respect to the following individuals:
 - a) The Employee's spouse, including same-sex spouse.
 - b) A parent, stepparent or foster parent of the employee or the employee's spouse, including same-sex spouse.
 - c) A child, stepchild or foster child of the employee or the employee's spouse, including same-sex spouse.
 - d) A grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse, including same-sex spouse.
 - e) The spouse of a child of the employee.

- f) The employee's brother or sister.
 - g) A relative of the employee who is dependent on the employee for care of assistance.
- 5. Advising Employer – An employee who wishes to take leave under this sector shall advise their Employer that they will be doing so.
 - 6. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.
 - 7. An employee is entitled to take a total of ten (10) days leave under this section each year;
 - 8. Leave deemed to be taken in entire days – If an employee takes any part of the day as leave under this section, the Employer may deem the employee to have taken one day's leave on that day for the purpose of subsection 5.
 - 9. Evidence – an Employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstance that the employee is entitled to the leave.

The above leave is subject to current Employment Standards requirements under the *Ontario Employment Standards Act*.

ARTICLE 23 – PAY SCHEDULE

23.01 The Employer shall pay salaries and wages every second Friday up to the amount payable as of the preceding 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 wages, overtime and other supplementary pay and deductions.

23.02 Pay on Acting Assignment

When an employee is assigned to perform the principal duties of a higher paying position for one week or more, the employee shall be paid a premium of fifty cents (50¢) per hour for each hour worked. Pay adjustment shall be retroactive to include the first working day in which the assignment is effective.

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

23.04 Mileage Allowance

Employees using their own automobile for the Employer's business shall be paid at the rate of fifty cents (50¢) per kilometre. The Employer shall authorize the use of private vehicles for its business and expects employees to maintain adequate third-party liability insurance and endorsement for the extent of business use as required by the employee's insurer.

On receipt of notice from the employee's insurance carrier that the cost of endorsement 6A resulted in an increase in the employee's automobile insurance rates, the Employer will reimburse the employee for the difference in the premium cost up to fifty dollars (\$50.00) per year for the period April 1st to March 31st each year.

23.05 When an employee is promoted permanently to a higher-paying position, they shall be paid at the start rate of the higher-level position or at a rate in the new position which is greater than their current rate of pay, whichever is the higher rate of pay. When an employee is permanently placed in a lower-paying position, the employee shall be paid a rate in the lower-paying position, which is closest to their current rate of pay.

23.06 The employer will reimburse permanently scheduled part-time and full-time Employees working in Child Care for their annual registration fees with the College of Early Childhood Educators after the Employee completes one year or service.

ARTICLE 24 – WELFARE BENEFITS

24.01 Pension Plan

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

- a) "Plan" means a retirement vehicle as determined by the Union.
- 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;
 - ii) holiday pay, for the hours not worked;

- iii) vacation pay; and
 - iv) sick pay paid directly by the Employer.
 - c) All other payments, premiums, allowances and similar payments are excluded.
 - d) "Eligible Employee" means all employees in the bargaining unit who have completed five hundred (500) hours of service.
- 24.02 Each eligible employee shall contribute for each pay period an amount equal to 5% of Applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to 5.5% of Applicable Wages to the Plan.
- 24.03 The employee and 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.
- 24.04 The Union acknowledges and agrees that other than making its contributions to the plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.
- The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement in force between the parties.
- It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.
- 24.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits 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 by Article 24.05 of the Agreement include:

- i) To be provided only once 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

24.06 In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the

Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

24.07 The parties agree that the Employer's share of the cost of the pension plan and the increased cost of benefits will be applied to close the gap between the benefits of the comparator agency and the employees of Tayside. The Employer agrees to provide full disclosure of all information related to the pay equity plan and the gap in benefits.

24.08 Health and Life Insurance

The Employer will contract with an insurance carrier to provide a Health and Life Insurance Plan to all employees who are regularly scheduled to work twenty (20) hours per week or more and who have completed the probationary period. The Employer's sole responsibility is to remit any applicable premiums, and the Employer has no responsibility for the actual benefits. In the case of any dispute, the contract with the Insurance Carrier shall be the governing document. The following is a brief outline of the benefits for information purposes.

| | |
|---|--|
| *1) Life Insurance in the amount of one times annual earnings (with a Death & Disability Benefit) | Employer pays 100% of premiums |
| *2) Long Term Disability | Employee pays 100% of premiums |
| **3) Health Care Insurance | Employer pays 100% of premiums |
| **4) Dental Insurance | Employer pays 75% of premiums Employee pays 25% of premiums |
| 5) Vision Care | An employee participating in the Benefit Plan will be eligible for up to seven hundred (\$700.00) for the purchase of eyeglasses per family unit every twenty-four (24) months. Such amount will be reimbursed upon the employee providing receipts. |

- * Participation in these plans is mandatory.
- ** Participation in these plans is mandatory provided unless the employee can provide proof of coverage of benefits elsewhere. If an employee opts out of coverage the employee will not be readmitted to the plan for a period of one year.

The carriers of Benefit Plans may be changed during the term of this Agreement provided that the benefits are comparable to the benefits currently provided.

All employees regularly scheduled to work twenty (20) hours or more per week for a period of at least two (2) months shall be eligible to participate in the benefit plans.

Employees hired on a temporary basis and employees who ordinarily receive a percentage in lieu for benefits who take another position on a temporary basis, and employees not eligible for benefits as set out above shall be paid six percent (6%) of salary in lieu of the benefits set out in Article 24.08 and the sick days set out in Article 21.

The amount of the payment is to be added to each cheque as a separate line.

All employees regularly scheduled to work twenty (20) hours or more per week who work casual or additional hours shall not be paid six percent (6%) of salary in lieu of benefits.

24.09 Same Sex Spouses

It is understood by the parties that, for the purposes of benefits coverage, same sex spouses shall be included.

24.10 Allowance for Tools & Equipment

Where the Employer requires the employee to have specific tools, the Employer will supply the tools required. The Employer may also allow an employee to use personal tools. If any of the personally owned tools, required by the Employer, are damaged or broken while performing work for the Employer, the Employer will replace the tool with one of the same quality.

24.11 Safety Footwear and Coveralls

Where the Employer requires permanent maintenance employees to wear CSA approved safety footwear, it will reimburse the employee for the cost of one (1) pair of such footwear up to a maximum of two hundred and fifty dollars (\$250.00) per year, upon presentation of proof of purchase.

The Employer will reimburse all permanent maintenance employees the cost of one (1) pair of coveralls up to a maximum of two hundred dollars (\$200.00) per year, upon presentation of proof of purchase.

ARTICLE 25 – HEALTH AND SAFETY

25.01 Cooperation on Safety

The Union and the Employer shall co-operate in promoting occupational health and safety.

25.02 Compliance with Health and Safety Legislation

The Employer and the Union shall comply with the requirements of the Occupational Health & Safety Act and applicable municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice and may be improved by negotiations with the Union.

25.03 Health and Safety Representative

Each work location will 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:

- 1) To carry out a monthly inspection of premises in which the representative works and report all situations which may be a source of danger or hazard to workers' health to the Health and Safety Committee with a copy to the program supervisor.
- 2) To bring to the immediate attention of the program supervisor and if necessary, the Health and Safety Committee, any incidents or situations occurring between monthly inspections which may be a source of danger or a hazard to health and safety of workers.
- 3) To send written reports of all accidents or near accidents occurring in the workplace to the Health and Safety Committee.

25.04 Health and Safety Committee

A Health and Safety Committee shall be established and shall be composed of two (2) employees representing the Union and two (2) employees representing

the Employer. The Committee shall meet quarterly or at the request of the Union or the Employer. The Health and Safety Committee shall carry out its functions in accordance with the *Occupational Health & Safety Act* as amended from time to time. The Employer shall provide an update copy of the Act in all workplace sites.

25.05 Refusal to Work where Health or 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 worker, a client or the public, as defined by the Act and the employee shall enjoy the full protection of the Act in all areas relating to discipline, remuneration and seniority.

25.06 Information to Committee and Representatives

The Employer and the Union shall each provide the committee and representatives with copies of the following as it comes to their attention:

- a) material safety data sheets;
- b) health and safety testing and monitoring results;
- c) requests for exemption, relaxation, or deviation from regulatory requirements related to health and safety issues;
- d) copies of all correspondence concerning workplace health and safety.

25.07 First Aid Kit

A first aid kit shall be supplied by the Employer in each appropriate location.

25.08 Injured at Work

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.

25.09 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital, as a result of an accident during scheduled hours shall be at the expense of the Employer.

25.10 No Loss of Remuneration

The Health and Safety Representatives and Joint Committee members shall have the right to attend to their duties and obligations under the Occupational Health and Safety Act without loss of remuneration.

25.11 Immunization

The Employer agrees to provide Hepatitis B inoculations to employees who have a risk of infection for Hepatitis B. This will be carried out at the Employer's expense where the cost of such immunization is not covered through some other plan.

25.12 The parties recognize that the Union can play an important role in providing a safe and healthy workplace. The Union may bring in the CUPE National Representative to attend Joint Health and Safety meetings as a guest, to observe Committee business and to offer advice and information in the development of policies, measures, procedures and training pertaining to violence in the workplace.

ARTICLE 26 – GENERAL CONDITIONS

26.01 Bulletin Boards

The Employer shall provide bulletin boards, and the Union shall have the right to post notices of meetings and such other notices that may be of interest to the employees. All notices must be signed by an appropriate Union officer and approved in advance of posting by the Employer, such approval shall not be unreasonably withheld.

26.02 Orientation

Employees shall be paid the applicable hourly rate of pay while doing orientation.

26.03 The employer shall provide the Union with monthly Passport statistics at Labour Management meetings, and it will be a standing item on the Labour Management agenda.

26.04 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other

available personal telephone numbers, such as cellular numbers), work e-mail and, if available, personal e-mail.

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

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

ARTICLE 27 – COPIES OF AGREEMENT

- 27.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the Employee's rights and obligations under it. For this reason, the Employer and the Union shall ensure that an electronic version of the Agreement is available to the bargaining unit.

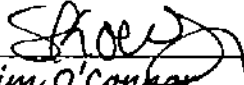
ARTICLE 28 – TERM OF AGREEMENT

- 28.01 This Agreement shall be binding and remain in effect from April 1, 2024, to March 31, 2026 and shall continue from year to year thereafter unless either party gives the other party notice in writing, between the period of sixty (60) days and ninety (90) days prior to the termination date, giving to the other party the proposed changes or amendments in writing. Within twenty (20) working days of receipt of such notice by one party or such other date as mutually agreed, the parties will enter into negotiations for a renewal or revision of the Agreement.
- 28.02 Changes in Agreement
- Any changes deemed necessary in this Agreement or issues that are not addressed in this Agreement may be dealt with by mutual agreement of the parties at any time during the existence of this Agreement.

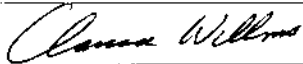
Signed this 13th day of March 2025

FOR THE EMPLOYER:



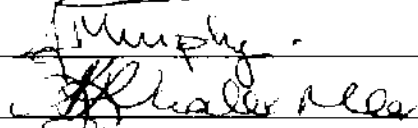


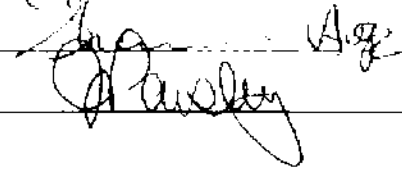
Kim O'Connor (Mar 26, 2025 12:10 EDT)



FOR CUPE LOCAL 4474:







Appendix "A" Child Care

| Appendix "A" Child Care Hourly Rates (2024-26) | | | |
|---|------------------------------|-----------|-----------|
| Occupation | Level | 01-Apr-24 | 01-Apr-25 |
| Head Educator | Up to one year | \$24.04 | \$24.04 |
| | After 1 year FT, 1725 hr PT | \$24.66 | \$24.66 |
| | After 2 years FT, 3450 hr PT | \$25.28 | \$25.28 |
| | After 3 years FT, 5175 hr PT | \$25.90 | \$25.90 |
| Educator | Up to one year | \$22.73 | \$22.73 |
| | After 1 year FT, 1725 hr PT | \$23.38 | \$23.38 |
| | After 2 years FT, 3450 hr PT | \$24.01 | \$24.01 |
| | After 3 years FT, 5175 hr PT | \$24.63 | \$24.63 |
| Educator's Assistant | Up to one year | \$17.79 | \$18.39 |
| | After 1 year FT, 1725 hr PT | | |
| | After 2 years FT, 3450 hr PT | | |
| | After 3 years FT, 5175 hr PT | | |
| Food Services | Up to one year | \$20.77 | \$21.37 |
| | After 1 year FT, 1725 hr PT | \$21.38 | \$21.98 |
| | After 2 years FT, 3450 hr PT | \$22.02 | \$22.62 |
| | After 3 years FT, 5175 hr PT | \$22.65 | \$23.25 |
| Educator - Non ECE | Up to one year | \$20.14 | \$20.74 |
| | After 1 year FT, 1725 hr PT | \$20.58 | \$21.18 |
| | After 2 years FT, 3450 hr PT | \$21.03 | \$21.63 |
| | After 3 years FT, 5175 hr PT | \$21.47 | \$22.07 |

Appendix "B" Developmental Services

| Appendix "A" Developmental Services Hourly Rates (2024-26) | | | |
|---|------------------------------|-------------------------|-------------------------|
| Occupation | Level | 01-Apr-24 | 01-Apr-25 |
| Counsellor 2 | Up to one year | \$29.26 | \$29.86 |
| | After 1 year FT, 1725 hr PT | \$29.69 | \$30.29 |
| | After 2 years FT, 3450 hr PT | \$30.10 | \$30.70 |
| | After 3 years FT, 5175 hr PT | \$30.50 | \$31.10 |
| Counsellor 1 | Up to one year | \$26.44 | \$27.04 |
| | After 1 year FT, 1725 hr PT | \$26.86 | \$27.46 |
| | After 2 years FT, 3450 hr PT | \$27.30 | \$27.90 |
| | After 3 years FT, 5175 hr PT | \$27.70 | \$28.30 |
| Night Counsellor | Up to one year | \$26.45 | \$27.05 |
| | After 1 year FT, 1725 hr PT | \$26.87 | \$27.47 |
| | After 2 years FT, 3450 hr PT | \$27.31 | \$27.91 |
| | After 3 years FT, 5175 hr PT | \$27.73 | \$28.33 |
| Night Counsellor Asleep | Up to one year | \$22.37 | \$22.97 |
| | After 1 year FT, 1725 hr PT | \$22.68 | \$23.28 |
| | After 2 years FT, 3450 hr PT | \$23.03 | \$23.63 |
| | After 3 years FT, 5175 hr PT | \$23.34 | \$23.94 |
| Maintenance | Up to one year | \$21.60 | \$22.20 |
| | After 1 year FT, 1725 hr PT | \$22.24 | \$22.84 |
| | After 2 years FT, 3450 hr PT | \$22.86 | \$23.46 |
| | After 3 years FT, 5175 hr PT | \$23.52 | \$24.12 |
| Summer Students | | current minimum wage | current minimum wage |

Letter of Understanding

between

Canadian Union of Public Employees Local 4474

and


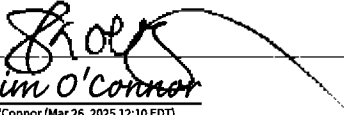
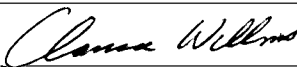
Tayside Community Residential & Support Options

Re: Employer Lobby and Central Bargaining Forum


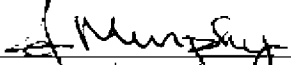

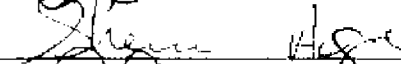
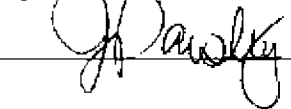
The Employer agrees to lobby the provincial government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families and Child Care and Social Housing. A key component of this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

Signed this 13th day of March 2025

FOR THE EMPLOYER:



Kim O'Connor
Kim O'Connor (Mar 26, 2025 12:10 EDT)


FOR CUPE LOCAL 4474:

Letter of Understanding

between

Canadian Union of Public Employees Local 4474

and

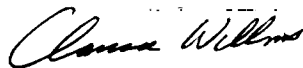
Tayside Community Residential & Support Options

Re: Additional Funding

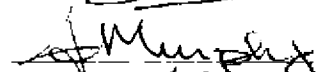

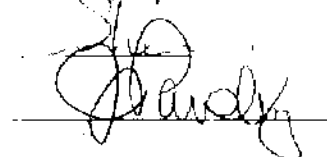
The parties agree that in the event that the provincial government provides additional funding, over and above what is available as of April 1, 2018, that it is targeted for positions filled by members of the bargaining unit, the parties agree to meet to discuss the distribution of such funding.

Signed this 13th day of March 2025

FOR THE EMPLOYER:


Kim O'Connor (Mar 26, 2025 12:10 EDT)

FOR CUPE LOCAL 4474:



Clarke
Hardy

Letter of Understanding

between

Canadian Union of Public Employees Local 4474

and


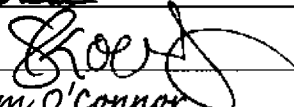
Tayside Community Residential & Support Options

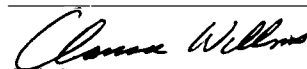
Re: Hours of Work

Notwithstanding the provisions of the *Employment Standards Act*, the parties agree that employees may work successive shifts with less than eight (8) hours free from the performance of work.

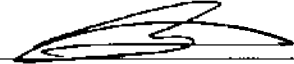
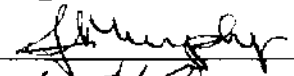
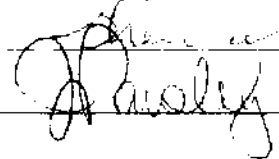
Signed this 13th day of March 2025

FOR THE EMPLOYER:



Kim O'Connor
Kim O'Connor (Mar 26, 2025 12:10 EDT)



FOR CUPE LOCAL 4474:



Clerical Member
Premier's Office


Letter of Understanding

between

Canadian Union of Public Employees Local 4474

and



Tayside Community Residential & Support Options

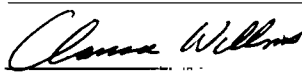
Re: Individualized Funding

If the provincial government implements individualized funding for the Developmental Services Sector, the parties agree to meet to discuss the impact on the organization.


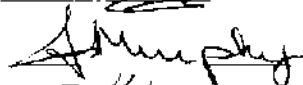
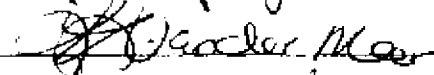
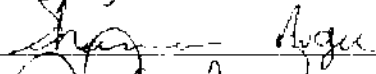
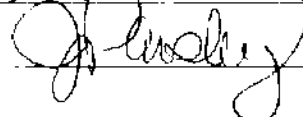
Signed this 13th day of March 2025

FOR THE EMPLOYER:



Kim O'Connor
Kim O'Connor (Mar 26, 2025 12:10 EDT)



FOR CUPE LOCAL 4474:

Letter of Understanding

between

Canadian Union of Public Employees Local 4474

and

Tayside Community Residential and Support Options

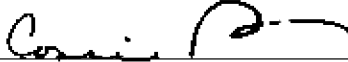
Re: Damaged Personal Property

For the term of this Agreement, the parties agree that the Employer will reimburse an employee for damage of personal property including, but not limited to, clothing, eyeglasses and watches, in the event such property is destroyed by a client of the Employer while the employee is performing their regular duties. This provision shall not apply to normal wear and tear of personal property. The Employer shall reimburse such employee to a reasonable and appropriate replacement amount approved by the employee's Manager, which approval shall not be unreasonably withheld, for the purpose of replacing or repairing such article, provided the damage is reported promptly to the employee's Manager.

The employee must satisfy to the Employer that the damage was actually done by an individual supported and that the employee took all reasonable precautions to prevent the damage.

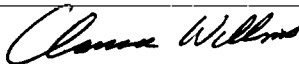
Signed this 13th day of March 2025

FOR THE EMPLOYER:

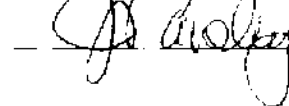
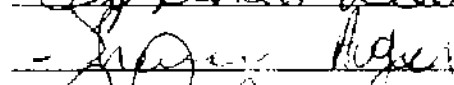
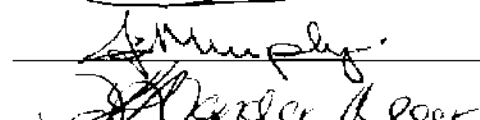


Kim O'Connor

Kim O'Connor (Mar 26, 2025 12:10 EDT)



FOR CUPE LOCAL 4474:



Letter of Understanding

between

Canadian Union of Public Employees Local 4474

and



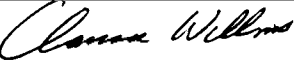
Tayside Community Residential and Support Options

Re: Accommodation

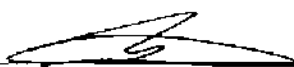
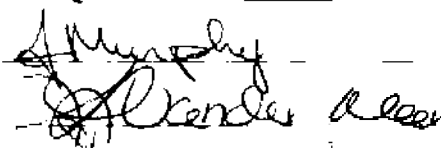
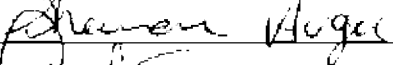
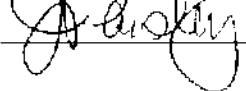
If as a result of an illness or injury, an employee is unable to carry out the regular functions of their position, the Employer may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued. The parties agree that the creation and filling of this position is not a violation of the Collective Agreement.

Signed this 13th day of March 2025

FOR THE EMPLOYER:



Kim O'Connor
Kim O'Connor (Mar 26, 2025 12:10 EDT)


FOR CUPE LOCAL 4474:

Letter of Understanding

between

Canadian Union of Public Employees Local 4474

and


Tayside Community Residential and Support Options

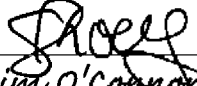
Re: Child Care Wage Enhancement

In the event that the Ministry of Education announces additional funding to support a wage enhancement in the licensed childcare sector during the term of the Collective Agreement, the parties will meet and discuss its implementation.

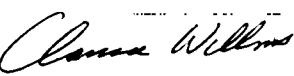
Signed this 13th day of March 2025

FOR THE EMPLOYER:

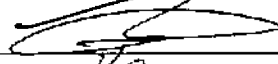


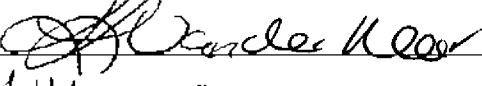


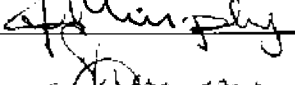
Kim O'Connor
Kim O'Connor (Mar 26, 2025 12:10 EDT)





FOR CUPE LOCAL 4474:











Letter of Understanding

between

**Tayside Community Residential and Support Options
("Employer")**

and

**Canadian Union of Public Employees Local 4474
("Union")**

(Collectively the "Parties")

Re: Emergency Response Committee (ERC)

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a "designated infectious disease" for purposes of section 50.1 of the *Employment Standards Act, 2000*, and
2. The Government of Ontario has declared a state of emergency pursuant to the *Emergency Management and Civil Protection Act* which has not been terminated or disallowed that is:
 - a. in relation to the same disease(s) which is the subject of the designation referred to above; or
 - b. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree to:

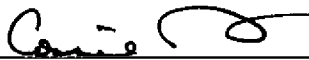
1. Establish an Emergency Response Committee (ERC) made up of equal representation between Employer and Union. The ERC shall meet within 24 hours of this Letter of Understanding coming into operation and shall continue to meet at a minimum twice per week unless the parties agree otherwise. The Employer and Union co-chair of the Joint Health and Safety Committee (JHSC) (or their designate) shall sit on the ERC.

2. All relevant information from all sources shall be shared among the members of the ERC.
3. The Employer shall ensure that the JHSC is informed and actively involved during this time. Without limiting the duties under the Occupational Health and Safety Act (OHSA), the Employer shall:
 - a) provide and maintain workplaces, equipment, processes, and devices that are safe and without risk to health and safety;
 - b) inform its employees of any circumstance relating to their work which may endanger their health or safety, as soon as it learns of the said situation;
 - c) inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
 - d) provide the equipment, material and devices necessary to prevent injury or illness, — except where the Collective Agreement provides for employee allowances to cover the cost of personal protective clothing, and ensure that employees use the said equipment, material and devices on the job;
 - e) ensure that the necessary investigations, inspections and assessments are carried out, and co-operate with any health and safety committee established in accordance with this article, when there are situations liable to endanger the health or safety of employees;
 - f) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention;
 - g) consult with the JHSC on the development and implementation of measures and procedures to be put into effect or the health and safety of the employees;
 - h) review in consultation with the JHSC, changes to existing measures and procedures in light of new information or a change in the circumstance that may affect the health and safety of employees; and
 - i) prepare a pandemic plan in consultation with the JHSC. The precautionary principle will be used as the guiding principle in preparing the plan.
4. The ERC shall develop an emergency plan which shall include but not be limited to the following items:
 - a. Anticipated decrease or increase in the workforce and identifying required procedure identified in the Collective Agreement;
 - b. Redeployment strategies to avoid layoffs;
 - c. Obligations and entitlements of employees when/if working from outside of the office, e.g. working from home;

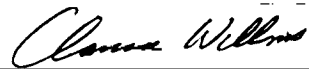
- d. Ensuring that at any break in service is deemed to be an authorized leave for the purpose of pension buy back subject to the policy of the Multi-Sector Pension Plan; and
 - e. Vacation scheduling and potential carry-over of vacation entitlements.
5. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.

Signed this 13th day of March 2025



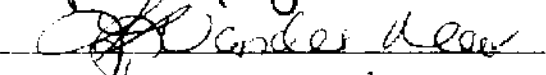

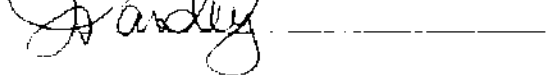
FOR THE EMPLOYER:




Kim O'Connor (Mar 26, 2025 12:10 EDT)



FOR CUPE LOCAL 4474:

Letter of Understanding

between

Canadian Union of Public Employees Local 4474

and

Tayside Community Residential and Support Options

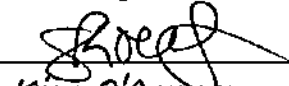
Re: Wage Re-opener

Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation.

Signed this 13th day of March 2025

FOR THE EMPLOYER:

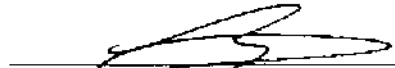


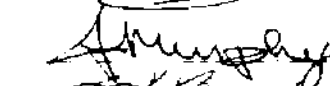


Kim O'Connor
Kim O'Connor (Mar 26, 2025 12:10 EDT)

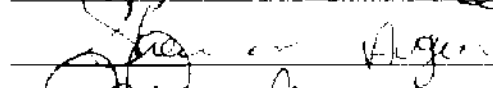



FOR CUPE LOCAL 4474:











Letter of Understanding

between

Canadian Union of Public Employees Local 4474

and

Tayside Community Residential and Support Options

Re: Scheduling Working Group

Within the thirty (30) days of ratification, the Employer and the Union agree to establish a temporary scheduling working group comprised of both the Employer and the Union bargaining committee members. The scheduling working group's purpose is to establish guidelines/processes as follows for filling:


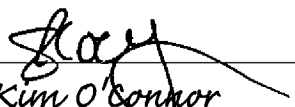
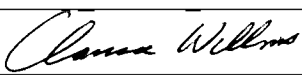
- vacant shifts prior to the posting of the shift schedule;
- vacant shifts after the posting of the shift schedule;
- vacant shifts that arise as a result of the bi-annual vacation request.

The guidelines/processes developed by the Scheduling Working Group will be incorporated into the Scheduling Policy. The revised Scheduling Policy will be posted and be accessible for all staff.


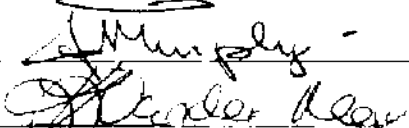

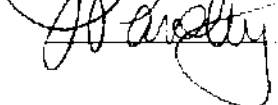
The working group will meet on an ad-hoc basis until the guidelines/processes are finalised and future concerns can be tabled at Labour Management for discussion and review upon notification by either party. Any amendments at Labour Management shall follow the same procedure as set out in this agreement.

Signed this 13th day of March 2025

FOR THE EMPLOYER:



Kim O'Connor
Kim O'Connor (Mar 26, 2025 12:46 PM EDT)


FOR CUPE LOCAL 4474:

Letter of Understanding
between
Canadian Union of Public Employees Local 4474
and
Tayside Community Residential and Support Options

WHEREAS the Ontario government had launched a multipronged Child Care Workforce Strategy to address existing workforce shortages in the licensed childcare sector in 2024.

AND WHEREAS this strategy resulted in a starting rate for all Registered Early Childhood Educators (RECE's) within the Canada-wide Early Learning and Child Care (CWELCC) system to be no less than \$23.86 per hour and subject to a \$1.00 increase so long as the hourly rates remain below the provincial average as outlined in the Ontario publication "Supporting Child Care" issues November 16, 2023.


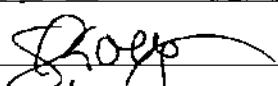
AND WHEREAS the employer must submit proof of wage grid indicating that the rate is below the provincial threshold outlined in each year.

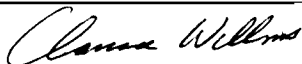
AND WHEREAS it is currently unknown when the employer is no longer required to submit proof of wage grid in order to continue receiving this entitlement.

THEREFORE, the parties agree that when notice is provided to the Employer that there is no longer a need to provide proof of wage grid to the government in order to receive the provincial entitlement for the RECE members, the Employer shall then permanently integrate the newly adjusted base wage into the wage grid and amend all steps accordingly, to maintain the existing differentials.

Signed this 13th day of March 2025

FOR THE EMPLOYER:



Kim O'Connor
Kim O'Connor (Mar 26, 2025 12:10 PM)



Kim O'Connor

FOR CUPE LOCAL 4474:

