

COLLECTIVE AGREEMENT

Between



TAMIR FOUNDATION

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 4870**

April 1, 2020 – March 31, 2022

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ARTICLE 1 – INTENT AND PURPOSE

1.01 Both parties recognize that first and foremost Tamir is a proud and caring team of participants, families, volunteers and professionals dedicated to assisting people with developmental disabilities realize their potential in a supportive Jewish environment through opportunities for personal growth and community involvement. We exist to provide and maintain exceptional services to participants and their families/advocates, and to ensure that all participants live as full citizens within the Jewish community and the community at large.

The above does not confer any rights on either party, and similarly does not restrict any rights of either party to this Agreement.

1.02 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to encourage efficient, high quality service to the Employer's participants and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement. The Employer and its employees recognize through this Agreement the mutual value of joint discussions and will cooperate fully, individually and collectively to achieve the aforementioned objectives.

ARTICLE 2 – RECOGNITION AND DEFINITIONS

2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of Tamir Foundation, save and except for all management and administration staff and persons employed in Tamir's Keshet for Kids and in the Judaic Programs (to learn about, practice and celebrate Jewish Life).

2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit, including volunteers and employees of a third party Employer, shall not do any work which is normally done by a person in the bargaining unit except for the purposes of instruction, in cases of emergency, and/or where no bargaining unit employees are available, and provided that the aforementioned does not reduce the hours of work or pay of any bargaining unit member.

It is understood and agreed that no calls will be made during the period of 12 midnight and 6 a.m. for the purpose of determining if bargaining unit employees are available.

2.03 Full-time

Refers to an employee who has been the successful applicant for a posted full-time position of thirty-two (32) hours per week.

Notwithstanding the above, the parties agree to the following exceptions:

- 1) Rover and Flex positions will be designated as full-time positions at 32 base hours per week as they must be available to work forty (40) hours per week;
- 2) Full-time positions presently scheduled for thirty-two (32) hours or more but less than forty (40) hours per week will be maintained at those hours.

Part-time

Refers to an employee who has been the successful applicant for a posted part-time position of twenty-four (24) or less base hours per week and who must provide availability acceptable to the Employer. Part-time employees must work a minimum of sixteen (16) hours per month.

Part-time employees will be allowed to work additional base hours over and above twenty-four (24) in such posted position but such regular hours will not be considered for determining permanent full-time status.

It is agreed that additional hours obtained through an additional part-time posted position will not be considered for determining permanent full-time status, regardless of the total number of hours worked.

Relief Employee

A relief employee is an employee who works relief shifts to replace a full-time or a part-time employee who is absent and/or to work shifts that arise on short notice due to participant illness, appointment, emergencies, etc.

Temporary

Refers to an employee who is assigned to replace a part-time or full-time employee who is absent for a period greater than twenty-one (21) calendar days.

2.04 Conversion to Full-time Work

Recognizing that it is the Employer's right to decide on staffing, the parties will meet to discuss the use of full-time and part-time positions within the Agency, at a special meeting of the Labour Management Committee. Such meeting to be held within three (3) months of ratification and annually in January thereafter, if requested.

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 hours and other relevant information in order that the parties can have an informed discussion. Such information will be asked for and provided prior to the Labour Management meeting where the discussion is to take place.

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

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the operations of the Employer and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer. Without restricting the generality of the foregoing, provided that the exercise of its management rights are consistent with the provisions of this Collective Agreement, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, discharge, direct, classify, transfer, assign, promote, demote, layoff, suspend or otherwise discipline employees;
- (c) determine in the interests of efficient operations and highest standards of service, the qualifications of employees; classifications; determine the

descriptions of the jobs; hours of work; work assignments; methods of doing the work and the work locations for any services;

- (d) the right to abolish and/or introduce new job classifications and job descriptions;
- (e) make, alter and enforce reasonable rules, regulations and policies to be observed by employees;
- (f) to manage and operate the business of the Employer in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used; the introduction of new and improved methods, facilities and equipment; the allocation and number of employees required from time to time; to assign employees to shift and/or locations; and all other matters concerning the operation of the Employer, except as limited by the provisions of this Collective Agreement.

It is agreed and understood that management shall exercise its rights in good faith in a non-arbitrary and lawful manner.

- 3.02** The prerogative and responsibilities in this section and/or otherwise retained by the Employer shall be exercised in conformity with the other provisions of this Agreement. Failure by the Employer to exercise any of its management rights or other rights shall not be considered to be an abandonment of those rights.

ARTICLE 4 – UNION SECURITY

4.01 Check-Off Payments

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

4.02 The Employer agrees to include on the employees T-4 slips, the total amount of Union dues paid during the previous calendar year.

4.03 The Employer, its agents and/or employees acting on behalf of the Employer, shall in no way be responsible for any errors or omissions arising from the collection of and accounting of such dues and/or the custody of same. The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer, from any and all claims, demands, actions or causes of action arising out of, or in any way connected with the collection or attempted collection, custody of and/or accounting of such dues made in accordance with this Article.

ARTICLE 5 – NO STRIKE OR LOCKOUTS

5.01 During the term of this Agreement the Union agrees that there will be no strike and the Employer agrees that there will be no lockout. The terms strike and lockout shall bear the meaning given to them in the Ontario Labour Relations Act.

ARTICLE 6 – UNION REPRESENTATION

6.01 In order to provide an orderly and prompt procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect, from amongst employees who have completed their probationary period, up to eight (8) Stewards, one of which shall be known as the Chief Steward. It is agreed that the Union will endeavour to elect or appoint one (1) Steward from Day Services.

The function of these Stewards shall be to assist employees in preparing and in presenting a grievance in accordance with the grievance procedure.

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

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment. The Employer further agrees to provide the Union with up to thirty (30) minutes during the employee's general orientation which takes place on a quarterly basis. This time will be made available in order to introduce the new employees to the Union who will give them a brief overview of the Collective Agreement.

7.02 Orientation

Tamir employees are provided with orientation to both the Agency and the specific programs in which they work. Orientation shifts provide employees with an opportunity to familiarize themselves with the participants of the program, the necessary documentation and the routines of the program. Orientation shifts are scheduled at times that are mutually convenient for both the employee and the Employer. The Employer agrees to compensate employees to attend such meetings at their straight time hourly rate. Such time shall not be included in the computation of overtime.

7.03 Copies of Agreement

Upon commencement of employment, the employee's immediate supervisor shall inform her of her Union Steward or representative in the area in which the employee works, and shall give the employee a copy of the Collective Agreement.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence between the parties arising out of this Agreement, or incidental thereto shall pass to and from the Executive Director/designate and the President of the Union local/designate.

8.02 Union Notices

The Employer shall provide in each workplace a locked bulletin board suitable for the posting of notices by the Union for the Union's exclusive use. All notices and postings will be signed by the proper officer of the Union and submitted to the HRM/designate prior to being posted.

Such notices shall not be contrary to the Employer's Mission, Vision, Values, as published, and will be limited to list of Union contracts, and notices of meetings, activities, workshops, schools, conferences &

conventions of CUPE and its affiliates unless otherwise agreed to by the parties.

8.03 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.

ARTICLE 9 – LABOUR MANAGEMENT RELATIONS

9.01 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and or representatives. 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 Representatives of Canadian Union of Public Employees

At any time where the Employer and representatives of the Union local are to meet, the Local shall be permitted to have the assistance of one or more Representatives of the Canadian Union of Public Employees.

The Employer will be advised of who will be in attendance prior to the meeting.

9.03 Labour-Management Committee

A Labour-Management Committee shall be established consisting of up to four (4) representatives of the Union Local and up to four (4) from management. Such committee will meet on a quarterly basis or, at the request of either party (minimum of two (2) weeks' notice required), at times mutually agreed upon by the parties.

The purpose of the meetings will be to discuss matters of mutual concern. It is expressly understood that any individual matter which could be processed pursuant to the Grievance and Arbitration procedures provided under the Collective Agreement shall not be discussed at these meetings. Whenever possible, the parties agree to schedule these meetings outside of working hours. The Employer agrees to compensate members of the Labour Management Committee at their straight time hourly rate for all time spent attending Labour Management Committee meetings. Where the meeting occurs outside of the employee's regular working hours, such time shall not be included in the computation of overtime.

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

9.04 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and consist of not more than four (4) members of CUPE Local 4870. The Union Bargaining Committee shall be responsible for the negotiating of Collective Agreements in accordance with the Labour Relations Act.

The Union Negotiating Committee shall be paid their regular wages for negotiations with the Employer where they otherwise would have been regularly scheduled to work, including any regularly scheduled evening or night shifts that may be cancelled immediately prior to or following any scheduled negotiation meetings, up to but not including Conciliation.

9.05 Union Meetings

The Employer agrees to make reasonable efforts to allow the Local Union President/designate to attend one (1) Union meeting on the day of each month that a Local Union 4870 meeting is scheduled, provided the Union notified the Employer at least seven (7) days before the said meeting.

ARTICLE 10 – NOTIFICATION TO UNION

10.01 Employer Shall Notify Union

The Employer agrees to advise the Union regarding major or significant Board policy or decisions which directly affect employees within the bargaining unit. The Union may request, through the Executive Director, to make representation to the Board and the Board may agree where it deems it relevant and advisable.

10.02 Copies of Resolutions

From the date of signing of this Agreement, copies of all motions, resolutions and bylaws, or rules and regulations adopted by the Board which directly affect the members of this Union will be forwarded to the President of the Union Local, where it is deemed relevant and advisable to do so by the Board.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 The Employer and the Union agree that it is of the utmost importance to address complaints and grievances as quickly as possible. It is agreed that no employee may file a formal grievance until she has first gone to her immediate Supervisor/designate in an attempt to address her complaint.

11.02 Definition of Grievance

A grievance shall be defined as any dispute between the Employer and any bargaining unit employees, or a group of employees, or the Local Union over the implementation, interpretation or any alleged violation of the Collective Agreement.

11.03 No grievance shall be considered which has not been filed within ten (10) working days after the circumstances which gave rise to it came to the attention of or should have come to the attention of the employee concerned.

11.04 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.

11.05 Grievance Committee

The Employer shall recognize a Grievance Committee as appointed by the Union consisting of up to four (4) members of the bargaining unit.

Employees who are appointed by the Union shall be provided with time away from their regular duties to attend committee meetings with the Employer. Employees attending such meetings with the Employer shall not suffer any loss of remuneration for time spent in their regularly scheduled hours attending such meetings up to but not including Arbitration.

11.06 Grievances shall be adjusted and settled as follows:

Step 1

The employee and her Steward or the employee's Steward shall present a written statement of the grievance to the Supervisor/designate and/or the Human Resources Manager (HRM)/designate. Such written statement shall state the nature of the dispute including any Article or Articles of this Agreement alleged to have been violated, summarize the facts leading to the alleged violation and indicate the redress sought and must be signed and dated by the grievor. Such management person(s) shall arrange for a meeting within the next ten (10) working days and will provide a written response to the Steward with a copy to the Chief Steward within five (5) working days following such meeting. If the response is deemed unacceptable, the Union may then resubmit the grievance at Step 2 within five (5) working days.

Step 2

Once the Union has resubmitted the grievance to the Residential Operations Manager (ROM) and/or the HRM or their designate, a meeting will be arranged within the following ten (10) working days with the Union Grievance Committee and at the election of the Union, the grievor. Such management person(s) shall provide a written response within five (5) working days following such meeting. If the response is still deemed unacceptable the Union may then proceed to Step 3 within five (5) working days.

Step 3

The grievance shall be forwarded to the Executive Director (ED)/designate. A meeting will be scheduled within the next twenty (20) working days which may be attended by the HRM/designate, and anybody else the ED/designate deems necessary, the grievor and a Representative of the Union. The ED/designate shall provide a written response to the grievance within five (5) working days following such meeting. If the response of the ED/designate is deemed unacceptable, such grievance may proceed to Arbitration as per Article 11.16 of this Collective Agreement.

11.07 Policy Grievance

Any complaint, difference or dispute or alleged violation of this Agreement arising between the Employer and the Union shall be recorded as a Policy grievance and dealt with under Step 2 of the grievance procedure provided a written complaint is filed by the grieving party with the other party within twenty (20) working days after the facts connected therewith became known or should have been known by the aggrieved party.

Where the aggrieved party is the Employer, the Union President, or designate, shall provide a written response to the grievance within five (5) working days of the Step 2 meeting. If the Union's response is deemed unacceptable to the Employer, the Employer may bypass Step 3 and refer the matter to arbitration in accordance with Article 11.14 of this Collective Agreement.

11.08 Amending of Time Limits

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

11.09 Facilities for Grievances

The Employer shall provide the necessary facilities for grievance meetings, provided such facilities are readily available. It is understood that the Employer is a party to such meeting.

11.10 Permission to Leave Work

- (a) The Union recognizes that each Steward is employed to perform work for the Employer and therefore no Steward will leave his/her work during work hours to perform Union duties under this Collective Agreement without prior approval of the Employer. Such approval shall not be unreasonably denied. When resuming their regular work they will report to the Supervisor/designate, and if requested, give a reasonable explanation as to their absence. With this understanding a Steward shall not suffer any loss of remuneration for time spent in their regularly scheduled hours dealing with grievances.
- (b) No Union business shall be conducted on the Employer's time, except for matters related to the processing of grievances, nor shall any Union meeting be conducted on the Employer's premises unless approved by Management. Brief casual conversation(s) regarding the Union and/or its activities is not prohibited by this Article.

In keeping with the intent of this Article, a Union Representative approached during working hours shall refer inquiries relating to Union business to non-working hours.

11.11 Technical Objections to Grievances

No grievance shall be defeated by any formal or technical objection and an Arbitrator shall have the power to allow necessary amendments to the grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and justice of the case.

11.12 Supplementary Agreements

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

11.13 Witnesses

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

11.14 A grievance may be filed by an employee who feels she was unjustly suspended or dismissed. Such grievance must be filed within five (5) working days from the date of suspension or dismissal and shall commence at Step 2 of the grievance procedure.

11.15 The parties agree that any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined above and which has not been settled may be referred to Arbitration at the request of either party hereto.

11.16

- (a) The party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration within ten (10) working days of the decision of the Executive Director/designate at Step 3 and 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 name of other possible Arbitrators. Failing agreement on an Arbitrator;
- (b) Either party may request the Minister of Labour to appoint a single arbitrator, who shall have exclusive jurisdiction to hear and determine the grievance.

11.17 The decision of the Arbitration shall be final and binding on the Employer, the Union and the employee(s).

11.18 Each of the parties to this Agreement shall pay for its own expenses, including payment for witnesses, and one-half of the expenses of the Arbitrator.

ARTICLE 12 – SENIORITY

12.01 Seniority and Service Defined

Seniority for employees is defined as the length of employment while in the bargaining unit from the date of last hire.

12.02

- (a) A seniority list will be provided to the Union on a quarterly basis. Such list shall contain the name, classification, date of hire and the hours worked by the employee.
- (b) The seniority list will note that: “No objection to an employee’s seniority status may be taken by the Union or by any employee unless notice of objection is given to the Employer within thirty (30) calendar days after the seniority list has been posted”.
- (c) In fairness to the employees, it is understood and agreed that for purposes of scheduling, overtime assignment, and job postings, the Employer will utilize the seniority list generated by payroll on a bi-weekly basis. Such list will continue to be available in the scheduling binder at each location.

12.03 Seniority and Service During Pregnancy/Parental Leave

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

12.04 Loss of Employment

An employee shall lose her employment for any of the following reasons:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns;
- (c) is absent from her scheduled work without permission in excess of three (3) continuous scheduled shifts and during which time she has not contacted the Employer and/or without providing a reasonable explanation to the Employer;

- (d) is laid off for a period longer than eighteen (18) months or the length of employment, whichever is less;
- (e) After a layoff, fails to return to work within seven (7) calendar days after being notified by registered mail to do so unless through sickness or other just cause;
- (f) utilizes a leave of absence for a purpose other than that for which it was granted;
- (g) Relief employees must work a minimum of twelve (12) hours per ninety (90) days in relief capacity in order to maintain their status as a Tamir employee. Failure to do so will result in the discharge of the employee.

12.05 Performance Review

The Employer shall be entitled to conduct a written performance appraisal of its employees on a periodic basis. Should an employee's performance not meet the expectations and standards of the Employer, a meeting may be arranged, at the employee's request, with the employee and her Steward to discuss this unsatisfactory performance.

Such performance appraisal and the employee's response shall become part of her record. It is understood the performance appraisals are not disciplinary notations.

- 12.06** It shall be the duty of employees to notify the Employer and the Union promptly of any change in their address or telephone number.

12.07 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee does transfer to a position outside the bargaining unit, the employee shall lose all bargaining unit seniority after three (3) months, except when replacing for pregnancy and/or parental leave, or as otherwise mutually agreed in writing by the Union and the Employer. During the period of time that an employee is in a position outside of the bargaining unit, the employee shall not pay Union dues, nor shall they enjoy any rights under the Collective Agreement.

At the end of a temporary transfer outside of the bargaining unit in accordance with the aforementioned, the employee shall be returned to her former position and rotation and any other affected employee shall likewise be returned to her former position and rotation.

12.08 Accrual of Seniority

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

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

Seniority shall continue to accrue for employees on pregnancy and/or parental leave.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCHARGE

13.01 Just Cause

Subject to Article 11.14, Probation and Newly Hired Employees, no employee shall be discharged, suspended or disciplined except for just cause.

13.02 Progressive Discipline

Under normal conditions, both parties support the doctrine of progressive discipline.

13.03 Discharge, Suspension and Discipline Procedure

When the Employer meets with an employee to investigate the employee's alleged wrong doing or for the purpose of discharge, suspension, or discipline, a Steward or other Union representative shall be present.

Such employee shall be advised in writing of the reason(s) for such discharge, suspension or discipline within five (5) working days following such meeting or in the case of an ongoing investigation within five (5) working days at the conclusion of the investigation. A copy of the advisement shall at the same time be forwarded to the Union.

When it is appropriate to remove the employee from the workplace immediately, the Chief Steward will be advised as soon as possible and practicable.

13.04 Adverse Report

Any notation of a reprimand or other disciplinary action placed on an employee's record shall be removed from the employee's personnel file eighteen (18) months following its imposition provided that the employee has been discipline free for that period, or at such later time following eighteen (18) months where the employee has been discipline free.

Any notation of a medication error placed on an employee's record shall be removed from the employee's personnel file nine (9) months following its imposition provided the employee has been med error discipline free for that period, or at such later time following nine (9) months where the employee has been med error discipline free.

13.05 Personnel Files

An employee who has passed probation shall have the right to have access to and review her personnel file in the presence of the Employer representative, and receive copies of any documentation noted on file.

All such access and review shall be arranged by appointment.

An employee has the right to respond, in writing, to any documentation noted on their personnel file, for inclusion in their personnel file.

The employee shall initial and date the documents in her personnel file to indicate she has reviewed the documents.

ARTICLE 14 – JOB POSTINGS, TRANSFERS AND JOB VACANCIES

14.01 Internal Job Postings

When a vacancy of a duration of greater than six (6) months occurs within the scope of this bargaining unit, which the Employer wishes to fill, the Employer will post notice of the position in the Administration Office and the communication binder in each program for a period of six (6) working days and employees will have the right to apply for the position.

The Employer will notify the successful candidate within twenty-one (21) days following the closing of the posting period and will also post the name of the successful candidate in the communication binder.

The successful candidate will begin her trial period within two (2) months following notification. Where the successful candidate is entitled to a higher wage rate as a result of the posting, such higher wage rate shall commence not later than four (4) weeks of the notification that she was the successful candidate. Any resulting vacancies which the Employer wishes to fill will be posted according to the same process.

14.02 Information in Internal Job Postings

Such notice shall contain the following information: status (e.g. full-time or part-time), position title and nature of position; qualifications, shift & hours of work and wages in accordance with Schedule A of the Collective Agreement. The Employer agrees to state the shift & hours of work on all postings but this in no way guarantees work on that shift, in that location or those hours of work on an ongoing basis. Such qualifications may not be established in an arbitrary or discriminatory manner.

Where the position is a temporary position, the posting shall state the length of the position where known, or where the length of the position is not known, the circumstances giving rise to the position.

The posting shall advise all interested employees how and when to apply to be considered for the posted position.

14.03 When selecting the successful candidate, the Employer's decision shall be based on the following factors:

- (a) Performance, skill, experience and knowledge for the particular position;

Where a Residential Counsellor was awarded a position pursuant to the job posting process and has worked at least one (1) continuous year in a Primary Counsellor position in the past two (2) years, seniority shall prevail for job postings. It is understood that Article 14.03 b) will apply in the scenario described above.

(b) Seniority.

Where, in the judgement of the Employer, the qualifications in factor (a) are relatively equal, seniority shall govern. It is understood and agreed that the Board of Arbitration, when reviewing grievances under this Article, shall not substitute its judgement for the judgement of the Employer as to the relative equality of the qualifications.

In the case of a lateral or downward move, other than the SIL, Outreach or Passages programs, the Employer's decision shall be based on the senior applicant who meets the normal requirements of the job.

The Employer and the Union agree that where the Employer has received the approval of the Ontario Human Rights Commission to discriminate when filling job postings, for reasons set out in Article 14.01 above, there shall be no breach of Article 14.01 herein. The Employer will notify the Union of any such cases as they arise.

14.04 Trial Period of Employees Promoted or Transferred

The employee shall be placed on a trial period for three (3) months if the position is full-time or 320 hours worked if the position is other than full-time. Such trial period will be implemented immediately after the position is filled. If at any time during a trial period referred to above, an employee, due to her inability to perform the work required, may elect to return or may be returned by the Employer to her former position, if available, or to a similar classification. An employee who returns to her former position, or similar classification if unavailable, under this article will retain all previously accrued and unused sick leave credits for use. The employee's former classification may be filled on a temporary basis pending the outcome of her trial period. The trial period may be extended by mutual agreement between the parties.

The Employer shall provide all required orientation and on-the-job training to employees promoted or transferred prior to the end of the trial period.

Should an employee return to her former position during the trial period outlined in Article 14.04, the Employer may select the second placed applicant, as per Article 14.04. If this applicant rejects the offer or is also unsuccessful in her trial period, the Employer may move to the next ranked candidate until a qualified successful applicant from the posting is found to fill the position. If no qualified successful applicant is found, the position shall be filled as described in Article 14.

14.05 The Employer will not consider the successful applicant for other vacancies, transfers or job postings for six months after accepting a new position, except when they are applying to a position with a higher pay rate, an increase of hours or a change in status from temporary to permanent.

14.06 Temporary Positions

The Employer may temporarily fill positions for up to a period of two (2) years.

Temporary vacancies of more than six (6) months but less than two (2) years shall be posted and filled in the normal fashion. Full-time and part-time employees who regularly work twenty (20) base hours or more who fill such vacancy shall retain their benefits.

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

14.07 Temporary Positions

The Employer reserves the right to fill vacancies of six (6) months or less by assignment or job posting. In the case of vacancies being filled by assignment, the Employer will seek to fill the assignment in a manner which is as fair and equitable as possible.

14.08 Probation for Newly Hired Employees

Newly hired full-time employees shall be on probation for a period of three (3) months from the date of hire. Newly hired part-time employees shall be on probation for a period of six (6) months from the date of hire. During the probation period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time without just cause during the probation period, and without recourse to the Grievance and Arbitration Procedures, unless the Union claims discrimination, as noted in

Article 26.01, as the basis of termination. The probation period may be extended by mutual agreement between the Employer and the Union. The Employer shall endeavour to provide all required orientation and on-the-job training to new employees prior to the end of the probationary period.

14.09 The Employer reserves the right to transfer employees for up to twenty (20) days in exceptional circumstances. In the case of transfers of more than fourteen (14) days but less than three (3) months, transfers will be done with the approval of the employee, with no loss of earning.

14.10 Union Notification

The Union President shall be notified of all appointments, hiring, layoffs, transfers greater than one (1) month, recalls, terminations, and leaves of absences of employees within the bargaining unit.

The Employer shall post the names of the successful applicants to vacant positions, and will review the basis of disqualification with unsuccessful applicants if they so request.

14.11 Outside Advertising

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

14.13 Training Opportunities

Training opportunities will be offered to employees based on relevance to their position and subject to availability of resources. Therefore, those employees will be notified of such training in advance so that interested employees may apply.

14.14 Pay on Temporary Transfer, Lower Rated Job

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

14.15 Notice and Disclosure

The Employer shall provide the Union with as much notice as possible but no less than two (2) months notice in writing in the event the Employer is planning the restructuring or closure of a permanently funded program which could result in a layoff.

In the event the Ministry notifies the Employer in writing that it is restructuring or closing a permanently funded program, which could result in a layoff, the Employer shall provide the Union notice in writing within three (3) working days following notification from the Ministry.

The parties will meet at a specially called Labour Management Meeting after formal notice is provided, but no later than twenty (20) working days after the notice in order to discuss the closure or restructuring of the permanently funded program and the impact it may have on the bargaining unit members.

ARTICLE 15 – LAYOFF AND RECALL

15.01 Definition of a Layoff

Any reduction of four (4) hours or more in an employee's weekly base hours of work or the elimination of a position shall be considered a layoff.

15.02 Role of Seniority in Layoff and Recall

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

15.03 Procedure for Layoff

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

15.04 The Employer shall notify employees who are to be laid off two (2) months prior to the effective date of layoff where possible, where the layoff affects more than five (5) employees. The Employer shall notify employees who are to be laid off ten (10) days prior to the effective date of layoff, where the layoff affects five (5) or less employees. At the very minimum, employees who are to be laid off will receive notice of layoff in advance of the actual date of layoff in accordance with the Employment Standards Act, as amended from time to time. If the employee has not had the opportunity to work during the time period as provided in this Article, the employee shall be paid in lieu of work for that part of the period during which work was not made available.

15.05 Advance Notice of Layoff and Time Off During Notice Period

During the period of notice, employees shall be granted reasonable time off without pay to seek other employment. Time off shall be subject to operational requirements and subject to the employee receiving their supervisor's permission, said permission not to be unreasonably withheld.

15.06 An employee in receipt of notice of layoff shall be entitled to the following options:

- (i) accept the layoff;
- (ii) displace any other bargaining unit employee provided he/she has greater seniority than the employee being displaced and also provided he/she has the qualifications for the job of the employee being displaced;
- (iii) limit of two (2) displacements, thereafter the employee will have to displace the most junior employee whose job she has the qualifications to perform.

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

15.07 Continuation of Benefits

The Employer agrees to pay its share of coverage for the Health and Welfare Plans of employees, subject to the terms of the Plan, for the balance of the month in which the layoff occurred.

15.08 Recall Procedure

Employees shall be recalled for jobs within their classification in order of seniority provided that they are qualified for the job for which they are recalled and are subject to the trial period in Article 14.04, except that an employee who does not complete the trial period successfully shall be returned to layoff status. There shall be no trial period when an employee is recalled to his/her former position. It is understood that employees on layoff shall have the right to apply as internal applicants to jobs outside of their classification, once everyone within the classification has been recalled.

An employee, who has declined two (2) recalls, where such recalls were to a comparable position, shall forfeit her recall rights. An employee who has recall right or an employee who has accepted recall to a position shall, for a period of eighteen months (18) or the length of her seniority, whichever is less, from date of actual layoff, have the right to be recalled to their previously held position should it become available.

15.09 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 recalled.

15.10 Grievance on Layoff

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

ARTICLE 16 – HOURS OF WORK

16.01 The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

16.02

(a) Full-time Employees

The normal hours of work shall be forty (40) hours per week.

The minimum shift for a full-time employee shall be six (6) hours.

(b) Part-time Employees

The minimum shift for a part-time employee shall not normally be less than four (4) consecutive base hours.

16.03 Day Off (Full-time Employees)

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

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

These provisions shall not apply to an employee who requests to work additional shifts through the availability system or otherwise.

16.04 No Split Shifts

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

16.05 Rest Periods

Where operational requirements permit, the Employer will provide paid rest period based on the number of hours scheduled/worked, as follows:

- (a) Employees working a shift of six (6) hours or less shall be granted one (1) fifteen (15) minute rest period with pay, only one (1) employee at a time;

- (b) Employees working a shift of more than six (6) hours shall be granted two (2) fifteen (15) minute rest periods with pay, only one (1) employee at a time;
- (c) It is understood and agreed that every employee who attends to a participant at meal time will be provided with a meal at that time, by the Employer, at no cost to the employee, except breakfast for employees who begin work at 8:00 a.m. or later. Employees in residential and day locations shall be required to remain on the premises during their rest periods. Employees shall remain available during their rest periods in order to respond to any emergency situation.

16.06 Lieu Time

Employees will have the option of accumulating time off in lieu of being paid for overtime hours worked. One hour of overtime banked equals one and one-half (1½) hours of lieu time banked. The maximum number of hours which can be accumulated and maintained in an employee's "lieu time" bank will be equivalent of one (1) week of regular base hours for that employee. Employees wishing to accumulate "lieu time" instead of being paid must indicate this on the variance report. Failure to indicate this will result in the employee being paid her overtime during that pay period. Once the employee has banked the equivalent of one (1) week, based on her regular base hours, she will then have one (1) year to take that week of lieu time. During that time, she will not be allowed to bank any hours until the week already banked has been taken and will therefore be paid for any overtime worked until such time.

Requests for "lieu time" leave are to be processed through the standard leave application process.

16.07 Shift Cancellation

Where an employee's shift has been cancelled, the Employer will notify the employee at least twenty-four (24) hours prior to the start of the shift. Should this not occur, the employee shall be offered other work for the same amount of hours scheduled. If no work is available and the employee is sent home, the employee will be paid for the same number of hours scheduled.

The employee may waive the offer of alternate work through mutual agreement with the Employer.

16.08 The Employer shall prepare Master Schedule of the hours to be worked by all full-time and all part-time employees and will place such schedules in the scheduling binder where they will be available to the employees concerned.

Where Master Schedules at a worksite must be changed to provide improved services to clients, or the public, or to improve the efficiency of operation, management shall introduce such changes provided that a minimum of thirty (30) days' notice in writing is provided to any affected employee. In such circumstances, any affected employee has the right to adjust his/her vacation.

16.09 Exchange of Shifts

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

- i) no overtime (or claim of lay-off) results
- ii) no employee works consecutive shifts as a result
- iii) the affected shifts are within two (2) consecutive pay periods
- iv) an employee may not exchange more than two (2) shifts per exchange
- v) the employee must provide written notification to the Program Supervisor for his or her approval which shall include the exchange of shift form and the proposed variance for that period. Such an exchange shall not be unreasonable denied.

16.10 Distribution of Relief Shifts

(a) Relief shifts shall be offered as follows:

- The most senior available employee who is on a recall period as per article fifteen (15), provided that overtime does not result. The exercising of this right shall have no effect on the recall process as described in article fifteen (15).

- The most senior available Relief or Part-time employee oriented for the program where the shift occurs provided that overtime does not result.
- The most senior full-time employee oriented for the program where the shift occurs, provided that overtime does not result.
- The most senior full-time employee oriented for the program where the shift occurs.
- The most senior available Relief or Part-time employee oriented for the program where the shift occurs.
- The most senior available Relief or Part-time non-oriented employee.
- If an error in scheduling occurs and a shift is not offered per the order specified above, the affected staff will be offered a true “extra” shift (i.e. a shift that would not otherwise have been assigned). This true “extra” shift will be equivalent in hours and pay to the lost work opportunity. It shall be worked at a time mutually agreeable between the employee and Employer and scheduled within thirty (30) days of the date the Employee raised the original error with the Employer. It is agreed that the “extra” shift shall not result in the reduction of additional shifts to any other employee. The employee will not lose hours as a result of accepting this “extra” shift. The Employer and the employee shall not be unreasonable in seeking to schedule the “extra” shift. If the scheduling error would have been overtime for the employee, then the “extra” shift will be paid at the overtime rate, if not, the “extra” shift will be paid at the regular rate of pay. If the employee does not wish to work an additional shift, the Employer’s obligations shall be deemed to have been met.

Notwithstanding the above, Rovers and Flex will be scheduled at the discretion of Management.

For the purposes of this provision an employee who has worked at a program within the previous twelve (12) months shall be considered oriented.

Once called and no reply is received the next available employee will be offered the shift except that where Management has five (5) or more days’ notice the employee will be allowed two (2) hours to call back.

If less than two (2) hours notice is given to the Employer to fill a relief shift, Tamir has the right to offer the shift based on program needs, provided articles 2.02 is adhered to.

- (b) Each overnight asleep shift is scheduled with base hours of awake and asleep time based on program requirements. Employees must enter the base asleep and awake hours for each shift on the variance report.
- (c) In circumstances where employees are woken and required to respond to a resident's needs that are outside of the established routine, a minimum of one half hour at the "awake" rate may be claimed. If employees are awake for more than one half hour, actual time awake will be claimed, rounded off to the quarter hour. In these circumstances employees, will complete an incident report by the end of their shift and will send it to the supervisor before the end of the next workday. She will review the report and adjust wage compensation for the shift where appropriate.

16.11 Relief Scheduling

- (a) The information provided to the Scheduling Supervisor by employees will be utilized for call in scheduling purposes. Availability as submitted by employees will stand as active and current until such time as the employee submits new information to the Scheduling Supervisor.
- (b) The most senior part-time or relief employee oriented to the program requiring coverage will be given available shifts first, up to their stated maximum number of hours. If an error in scheduling occurs and a shift is not offered per the order specified above, the affected staff will be offered a true "extra" shift (i.e. a shift that would not otherwise have been assigned). This true "extra" shift will be equivalent in hours and pay to the lost work opportunity. It shall be worked at a time mutually agreeable between the employee and Employer and scheduled within thirty (30) days of the date the employee raised the original error with the Employer. It is agreed that the "extra" shift shall not result in the reduction of additional shifts to any other employee. The employee will not lose hours as a result of accepting this "extra" shift. The Employer and the employee shall not be unreasonable in seeking to schedule the "extra" shift. If the scheduling error would have been overtime for the employee, then the "extra" shift will be paid at the overtime rate, if not, the "extra" shift will be paid at the regular rate of pay. If the employee does not wish to work an additional shift, the Employer's obligations shall be deemed to have been met.

16.12 A “day” shift is defined as any shift where the majority of the hours are between 0700 and 1500; an “evening” shift is defined as any shift where the majority of the hours are between hours of 1500 and 2400; and a “night” shift is defined as any shift where the majority of hours are between 2400 and 0700.

16.13 An “Overnight Asleep shift” shall mean a shift where the employee is permitted to sleep during the shift but is required to be available to assist with any situation requiring attention during the night.

16.14 Participant Vacation

Tamir firmly believes that providing opportunities for its participants to take a vacation is an important means of enhancing their quality of life. Therefore, the hours of work and overtime provisions of this Collective Agreement do not apply to employees who agree to accompany participants on vacation trips. The special conditions surrounding such vacation are as follows:

- (a) It is expected that the employee team of each program will ensure there is sufficient staffing for participant(s) vacation time. It is up to the employee team and Program Supervisor/designate to arrive at an arrangement whereby this responsibility is shared equitably among employees.
- (b) When employees accompany participant(s) on a vacation trip they shall reside in the vacation premises with the participant(s) during the vacation trip;
- (c) Effective June 1, 2012:
During such vacation trip, a “day” means a twenty-four hour period. During a two day vacation, the employee will be paid for up to fourteen (14) hours per day. During a three day vacation, the employee will be paid for forty (40) hours.
- (d) The work week for employees accompanying participant(s) on vacation trips shall be determined by the Employer, in accordance with the requirements of the Employer and the participant(s);
- (e) In the event that Bereavement Leave or Sick Leave become applicable to employees while accompanying participant(s) on a vacation trip, provided

she qualifies under those Articles, she will be compensated at her regular rate of pay for up to eight (8) hours per day;

- (f) The Employer shall pay all authorized expenses incurred by the employee in connection with the vacation trip.

16.15 Employees shall be provided a \$20.00 meal allowance when approved to dine out.

ARTICLE 17 – OVERTIME

17.01 Overtime

Employees recognize the need for overtime and agree to cooperate with the Employer in the performance of the same. Where an employee is authorized to work and does work in excess of forty-four (44) hours per week, up to a maximum of fifty-six (56) hours per week, the employee shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. All overtime shall be approved by the Program Supervisor/designate.

17.02 To assure continuity of service, it is agreed that an employee who is to be relieved at the end of her shift shall not leave work if her replacement has not arrived. She shall notify her Supervisor/designate, and if required, shall remain at work until replaced, but in any event not more than two (2) hours. It is understood and agreed that an employee will be paid at time and one-half (1½) her regular hourly rate of pay for all time spent over half an hour (.5), regardless of the number of hours worked that day or week. There shall be no duplication of premiums under this Agreement or pyramiding of overtime or other benefits for the same hours worked.

17.03 Emergency Call-In

An employee who accepts a call-in because of an emergency will be compensated, at her regular rate of pay, for all time spent attending to such emergency, with a minimum of four (4) hours regardless of how long it took to resolve. Such call-in will be done based on knowledge of participant(s) support and operational need.

ARTICLE 18 – PAID HOLIDAYS

18.01 All employees covered by this Agreement shall be entitled to the Paid Holidays set out below:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Family Day

18.02

(a) **Compensation for Paid Holidays Falling on Scheduled Day to Work – Full-time Employees**

Eligible employees who are not required to work on the above holidays shall receive holiday pay equal to one day's pay.

Eligible employees who are required to work shall be paid at the rate of time and one half (1.5) the number of hours worked plus one day with pay, at a time mutually agreeable between the eligible employee and the Employer. Eligible employees who are required to work may elect to take the entire compensation in pay rather than a combination of pay and time off.

(b) **Compensation for Paid Holidays Falling on Scheduled Day to Work – Part-time Employees**

Eligible employees who are not required to work on the above holidays shall receive holiday pay based on their average earnings, as per the E.S.A.

Eligible employees who are required to work shall be paid at the rate of time and one half (1.5) the number of hours worked plus one day (based on their average scheduled hours of work, as per the E.S.A.) off with pay, at a time mutually agreeable between the eligible employee and the Employer. Eligible employees who are required to work may elect to take the entire compensation in pay rather than a combination of pay and time off.

18.03

(a) **Compensation for Paid Holidays Falling on Scheduled Day Off – Full-time Employees**

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

In the event that an eligible employee is required to work on a paid holiday which falls on their regularly scheduled day off they will be paid two and one-half (2.5) their normal wage rate for all hours worked.

(b) **Compensation for Paid Holidays Falling on Scheduled Day Off – Part-time Employees**

Eligible employees who are not required to work on the above holidays shall receive holiday pay based on their average earnings, as per the E.S.A.

Eligible employees who are required to work shall be paid at the rate of two and one-half (2.5) their normal wage rate for all hours worked.

18.04 When Day Off to be Taken

The day off referred to in Article 18 may be taken off up to six (6) months after the day on which the paid holiday occurred.

18.05 If an employee is scheduled to work on a paid holiday and calls in sick on that day, she will be required to provide the Program Supervisor with a medical certificate upon her return to work, if requested at the time of reporting. Should the employee fail to provide a medical certificate she will not be paid for the holiday.

18.06 All full-time employees are expected to work a minimum of one (1) shift during the period of December 24th, 25th, 26th, 31st and January 1st, and a minimum of one (1) additional paid holiday during the year. This provision shall not apply to employees with greater than ten (10) years' seniority.

- 18.07** All part-time employees are expected to work a minimum of one (1) shift during the period of December 24th, 25th, 26th, 31st and January 1st, and a minimum of three (3) additional paid holidays during the year. This provision shall not apply to employees with greater than ten (10) years' seniority.
- 18.08** Requests for paid holiday leave are to be processed through the standard leave application process. If a request is not received for a paid holiday for which an employee is regularly scheduled to work, she will be expected to be at work.
- 18.09** Full-time employees who have completed seven (7) years of service as of April 1, 2017, shall be entitled to one (1) floating holiday per year. Float days will be designated by mutual agreement between the employee and the Employer. Such float holiday must be taken in the year in which it is earned.

ARTICLE 19 - VACATIONS

19.01 Vacations

Full-time employees shall receive an annual vacation with pay in accordance with the length of service, as follows:

Continuous years of service	Paid Vacation Leave Entitlement
Less than 3	3 weeks at 6% of gross earnings
3 or more but less than 4	4 weeks at 8% of gross earnings
three (3) or more	one additional week may be taken without pay

Part-time employees shall receive a vacation pay equal to 4% of gross earnings, payable at the time where the vacation is taken. Part-time employees who have accumulated over 2080 hours are entitled to receive a vacation pay equal to 6% of gross earnings. Part-time employees who have accumulated over 6240 hours are entitled to receive a vacation pay equal to 8% of gross earnings.

Relief employees shall receive a vacation pay equal to 4% of gross earnings, payable on or about September 15th each year. Relief employees who have accumulated over 6240 hours are entitled to receive a vacation pay equal to 6% of gross earnings.

The Employer shall provide part-time and relief employees with unpaid vacation time off, to a maximum of three (3) weeks, at a mutually agreeable time.

If the employee leaves the service of the Employer, or changes employment status, eligible vacation credits for the current year shall be prorated for the portion of the vacation year completed.

For the purposes of this Article, a week is considered seven (7) consecutive calendar days, beginning with the first day of vacation.

19.02 Vacation leave will be earned but cannot be taken until an employee has successfully completed her probationary period and will be booked as follows: (effective date of ratification)

- (a) A minimum of seventy-five percent (75%) of vacation leave must be taken within twelve (12) months following the employee's anniversary date and the remaining twenty-five percent (25%) must be taken no later than eighteen (18) months following the employee's anniversary date.
- (b) Vacation leave not requested and scheduled, as per Article 19.05, prior to the above-mentioned deadlines will be assigned by the Employer based on program needs, at the sole discretion of the Employer.

19.03 If a paid holiday falls or is observed during an employee's vacation, the employee shall be entitled to an additional day's paid vacation. Such vacation shall be scheduled by mutual agreement between the employee and her Program Supervisor.

19.04 An employee terminating their employment at any time in a vacation year, before the employee has had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.05 Preference in Vacation

- (a) The Employer will circulate a notice inviting employees to submit vacation requests by February 15th of each year, to be responded to by employee by March 1st, for the period from May 1st – October 31st. The Employer shall respond not later than March 31st to these requests.

A second notice to submit vacation requests will be circulated no later than August 15th to be responded to by employees by September 1st for the period from November 1st – April 30th. The Employer shall respond not later than October 1st to these requests.

Requests shall be approved subject to operational requirements. Any conflicts in preferred vacation shall be resolved on the basis of seniority, provided the requests have been submitted within the indicated timeframes.

- (b) Vacation requests submitted after March 1st, for the vacation period May 1 to October 31 shall be approved on a first come first served basis subject to operational requirements. Employees must provide at least two (2) months advance notice for any full weeks of vacation to be taken. The Employer will respond to full week requests within two (2) weeks.

Vacation requests submitted after September 1st for the vacation period November 1 to April 30 shall be approved on a first come first served basis subject to operational requirements. Employees must provide at least two (2) months advance notice for any full weeks of vacation to be taken. The Employer will respond to full week requests within two (2) weeks.

Two (2) weeks' notice is required for one (1) or two (2) full day requests, which may be consecutive. One (1) months' notice is required for three (3) or four (4) full day requests, which may be consecutive. The Employer will respond as soon as possible, but not later than one week.

- 19.06** Employees will have the option to book up to five (5) days' vacation as single days. Full-time employees who have three (3) years of service or more will have the option to book up to ten (10) days' vacation as single days. All remaining vacation will be taken in full week increments.

19.07 Should a program be temporarily shut down for a period of time, full-time employees working in such programs may be assigned to work at other Tamir locations or be laid off, during the time that the program is not in operation. They will also be entitled to take a leave of absence without pay or take their vacation during the time that the program is not in operation.

19.08 Approved Leave of Absence During Vacation

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

ARTICLE 20 – SICK LEAVE

20.01 Sick Leave – Permanent Employees only

- (a) Sick leave accrues at the rate of eight (8) hours per month, or ninety-six (96) hours per year, pro-rated on the basis of forty (40) hour work week from the date of employment;
- (b) Paid sick leave will not be available during the probationary period. If leave is required, it must be taken without pay;
- (c) Employees may not borrow ahead to use unearned sick leave;
- (d) Employees are entitled to accumulate up to a maximum of two hundred and forty (240) hours of sick leave;
- (e) An employee unable to report work due to illness or injury will endeavor to notify her Supervisor/designate as soon as possible before the start of her shift, but in any case no later than six (6) hours before her scheduled start time except between the hours of 11:00 p.m. and 6:00 a.m.

- (f) Employees may be required to produce a medical certificate signed by a qualified medical physician for any illness where the employee is off sick for more than three (3) continuous days certifying that she was unable to carry out her duties due to illness and is not fit to return to work, or is now fit to return to work. The Employer will reimburse the Employee for reasonable costs, up to \$15.00 dollars, to obtain the medical certificate.
- (g) Employees shall be entitled to review, on a quarterly basis, the sick leave hours they have banked and it is understood that where the employee disagrees with the Employer's records, the employee shall bear the onus of proof and they must do so within ten (10) days of noting the concern;
- (h) Sick leave does not accumulate during absences caused by unpaid leave of absence; layoff; maternal or parental leave; LTD and WSIB.
- (i) Where an employee has had six (6) separate incidents of sick leave use (as defined in 1 & 2 below), or any combination thereof within a calendar year, she may be required to produce a medical certificate signed by a qualified physician for each subsequent incident within that year. Incidents are defined as:
- (1) Illness or non-work-related injury;
Each absence for illness or non-work-related injury will count as an incident regardless of length.
 - (2) Medical/Dental Appointments:

It is understood that employees will make every effort to schedule medical/dental appointments outside of working hours. Where this is not possible, employees will be allowed to use up to sixteen (16) hours of sick leave per calendar year for medical/dental appointments and up to twenty-four (24) hours per calendar year for expectant mothers, using standard leave application process. Use of leave in this manner will not be considered an incident of sick leave use. Once this maximum is reached, any absence due to medical/dental appointments will be considered an incident regardless of the number of hours off.
- (j) A deduction shall be made from accumulated sick leave of all working hours absent for sick leave.

- (k) Employees may be required to undergo a medical examination, by a mutually agreed upon physician, in order to determine the employee's prognosis and/or fitness to perform their duties.

20.02 Illness in the Family

In case of illness of an immediate member of the family, or a primary relationship of an employee, where no one other than the employee can provide for their needs, the employee shall be entitled, following notification to the Employer, to use a maximum of forty (40) accumulated sick leave hours per year.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority (and without benefits for (d) below) may be granted upon request to the Employer, to a maximum of two (2) employees away at any one time elected or appointed to represent the Union at Union conventions or conferences. Leave of absence without pay may be granted to employees to attend executive and committee meetings of CUPE. For administrative purposes, the Employer may continue to pay the employee's salary and benefits, and the Union shall then compensate the Employer within thirty (30) days of the date of the invoice for the salary and benefits paid during the leave period. The Employer shall invoice CUPE for these expenses at the end of every month. Such leave may be granted if:

- (a) The leave does not unduly interfere with the operational requirements of the Employer;
- (b) The total combined leave of the bargaining unit, granted hereunder, shall not exceed fifty (50) working days per year of the Agreement; and
- (c) The Union shall give ten (10) days notice of such leave to the Employer.
- (d) Notwithstanding (b) and (c) above, upon the giving of twenty-one (21) days notice or at the Employer's discretion a shorter period, the Employer shall grant Union Leave to an employee who has been elected or appointed to serve in any capacity with the Canadian Union of Public Employees so long as the leave is for a period of no less than three (3)

months and no more than two (2) years. Upon the conclusion of the leave, the employee shall be returned to her former position if the position exists, or if the position does not exist to a comparable position. An employee shall be limited to using this provision once in any twelve (12) month period, unless mutually agreed to otherwise.

- (e) Such leave shall be verified in writing by the President of the Union's Local or a member of the Union's Local Executive by signing the Employee's Leave Request Form.

21.02 Bereavement Leave

- (a)
 - (i) An employee shall be granted seven (7) consecutive calendar days leave at the discretion of the employee without loss of wages or benefits in the case of death of a spouse, common-law spouse, including same-sex spouse, parent, including step-parent, child, including unborn child, or step-child, brother, step-brother, sister, step-sister. The employee will be paid for the hours on the days that she was scheduled to work within that time period. Such leave will commence at the time of death or within a time period mutually agreed between the employee and the Human Resources Manager/designate.
 - (ii) An employee shall be granted three (3) regularly scheduled, consecutive work days' leave up to a maximum of five (5) calendar days at the discretion of the employee without loss of wages or benefit in the case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, son-in-law, daughter-in-law, grandchild, former guardian or fiancé. The employee will be paid for the hours on the days that she was scheduled to work within that time period. Such leave will commence at the time of death or within a time period mutually agreed between the employee and the Human Resources Manager/designate.
- (b) When requested, additional leave may be granted without pay and at the discretion of the Executive Director or her designate, based on the individual circumstances given reasonable compassion. Additional leave for travelling may be granted at the discretion of the Executive Director or her designate, based on actual time required using reasonable means of transportation.

- (c) The Employer agrees to provide bereavement entitlement to employees who are on vacation and will allow applicable vacation days to be rescheduled at a later date which is mutually agreeable to the employee and the Employer.
- (d) An employee will not receive a bereavement allowance when it duplicates pay or any other allowance received for time not worked for any other reason.

21.03 If an employee is required to perform jury duty or is required by subpoena, to appear in court as a witness the Employer shall pay her the difference between the jury duty pay or witness fees received and the wages she would otherwise have earned at her regular, straight-time hourly rate. In this Article “court” means a Court of Record and for greater certainty, does not include an arbitrator, an arbitration board, the Ontario Labour Relations Board or any other administrative tribunal.

21.04 Personal Leave

The Employer, on written application, may grant an unpaid leave of absence to employees for legitimate personal reasons. An employee who wishes a leave of absence for legitimate personal reasons shall make such request in writing to her Program Supervisor at least sixty (60) days prior to the proposed commencement date of such leave of absence, except in the case of personal emergency. The employee’s request shall contain:

- her reasons for the proposed absence;
- the commencement date of the proposed leave of absence;
- the length of the proposed absence.

21.05 In order to minimize disruption of vacation schedules, no unpaid leave of absence will be consecutive with an employee’s annual vacation during the period June 1st to August 31st and December 15th to January 15th.

21.06 Educational Leave for Examination

Should the Employer require employees to upgrade their qualifications in excess of those qualifications required in the job description at their time

of employment, employees will be entitled to a leave of absence with pay and without loss of seniority and benefits, to write the related examination.

21.07 Maternity and Adoption Leave

- a) The Employer will grant Maternity Leave and Adoption Leave in accordance with the Employment Standards Act of Ontario. The Employer will continue to pay its share of the applicable benefits during such period provided the employee prepays his/her share of the cost prior to commencement of leave.
- b) Maternity/Parental/Adoption leave shall cover a period up to one (1) year before and/or after the birth or adoption of a child. During this period, full seniority shall accumulate and premiums for all applicable health and welfare benefits shall be paid by the Employer for the duration of the leave.

21.08 Procedure Upon Return From Pregnancy/Parental Leave

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

ARTICLE 22 – PAYMENT OF WAGES AND EXPENSES

22.01 The Employer will pay all employees on a bi-weekly basis by direct deposit system, unless circumstances beyond the control of the Employer prevent the Employer from doing so. Pay stubs will reflect year to date totals. Management may make changes to the method and timing of payment of wages based on operational and/or business needs.

22.02 Payment of Attending Tamir Sanctioned Meetings

Whenever possible, the Employer agrees to schedule Tamir sanctioned meetings outside of working hours that employees are expected to attend. The Employer agrees to compensate employees to attend such meetings at their straight time hourly rate. Such time shall not be included in the computation of overtime. However, if such meeting(s) result in staff exceeding forty-four (44) hours in a week, overtime will be paid for hours in excess of those forty-four (44) hours.

22.03 Recertification

- (a) Employees must be re-certified every three (3) years for First Aid and CPR. Every six (6) years, employees will complete a full First Aid and CPR certification. CPI will be re-certified every two (2) years, except where employees work in programs where violent incidences are known to occur, in which cases recertification will take place annually. Cost of these certification requirements will be borne by the Employer; however employees are expected to attend the in-house re-certification sessions as offered. Where an employee is unable to attend these scheduled training sessions as provided by the Employer, except when the employee's scheduled training is cancelled by the Employer, she will be required to obtain such training on her own time.
- (b) Employees who allow their certification to expire will only be paid for the time allotted for re-certification. Any additional time or costs associated will be borne by the employee.

22.04 Mileage Expenses

Employees using their own vehicle for the Employer's business shall be paid at the rate of fifty-two cents (52¢) per kilometer. Where the Employer authorizes the use of private vehicles for its business, employees must maintain adequate third-party liability insurance and endorsement for the extent of business use, as required by the employee's insurer.

An employee shall be reimbursed for parking and public transit while on Employer business. It is understood that the provision of a private vehicle is not a condition of employment for any position within the bargaining unit.

22.05 Incidental Resident Expenses

Employees shall be reimbursed for incidental resident expenses as approved by the Employer within fourteen (14) calendar days of the request for reimbursement being submitted.

22.06 Educational Opportunities

- (a) The Employer encourages employees to continue to learn and develop new skills beyond the topics covered in Tamir mandatory training. This can be done by identifying appropriate educational opportunities both within the organization and community at large and by encouraging employees to research appropriate professional development initiatives. Development needs should be defined during performance reviews and as other opportunities arise.
- (b) Employees interested in participating in specific employee development opportunities should discuss the matter with their Program Supervisor.
- (c) Costs of courses, travel and employee time may be subsidized, subject to availability of funds and approval by the appropriate Senior Manager. When approval for funding has been given, the appropriate Senior Manager will identify in writing what expenses will be covered. Receipts must be submitted for all approved expenses.

ARTICLE 23 – JOB DESCRIPTIONS AND CLASSIFICATIONS

23.01 Job Descriptions

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

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

The Union shall have the right to grieve any dispute involving job descriptions, starting at Step 2 of the Grievance Procedures.

23.02 Job Classification

Where the Employer changes the duties of a position, or they create a new position within the bargaining unit, the Employer shall establish a rate of pay for the position and shall advise the Union of the rate and provide them with the Draft Job Description.

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

ARTICLE 24 – HEALTH AND WELFARE BENEFITS

24.01 Health and Welfare Benefits

The Employer will provide and pay eighty percent (80%) and the employees will pay twenty percent (20%), of the premiums through payroll deductions, for the following benefits on behalf of every permanent employee regularly scheduled for twenty (20) or more base hours per week:

- (a) Employee and Dependent Life Insurance;
- (b) Accidental Death and Dismemberment;
- (c) Long Term Disability;
- (d) Health Insurance Benefits;
- (e) Travel Assistance Benefit (**);
- (f) Dental Care Benefit (**);
- (g) Employee Assistance Program – Expert –Aide (**).

**Termination of Benefit – at the earlier of the participant's retirement and attainment of age 70.

Employees should review their Health & Welfare Handbook for a complete description of benefits.

Once a permanent employee has worked three (3) months she will be eligible for the group insurance plan and she will have thirty-one (31) days to apply for coverage.

Enrolment in the group insurance plan will be mandatory for all permanent employees except for employees who can provide proof

of coverage, acceptable to the insurance carrier, under a group insurance plan maintained by their spouse.

The benefits contained in the health and welfare plan will be reviewed from time to time as the “carrier” provides the experience report and is requesting a change in premiums. All of the benefits referred to in this Article are subject to the terms of the plans in each case including the eligibility requirements as established under the plans.

An employee must work a minimum of twenty (20) regularly scheduled base hours per week to remain eligible to the above-mentioned benefit plan.

An employee on leave without pay or layoff may be covered for the Health and Welfare Plan for the first three (3) consecutive month period, except for LTD coverage in which case it will be to a maximum of thirty-one (31) days commencing on her last day of work, provided she prepays the full monthly premium or contributions and also provided that the insurance carrier will accept the coverage. Any default in one (1) prepayment by the employee shall terminate automatically the coverage.

An employee’s coverage under the above-mentioned plan will terminate if the employee quits, is terminated and not reinstated under the grievance procedure, she is no longer eligible, or the policy terminates, whichever is earliest.

Claims shall be submitted directly by the employee to the carrier.

It is the employee’s responsibility to inform the administrative office in writing of any changes in benefit coverage status (i.e. single to family coverage, spousal coverage, etc.)

Note: Should the 20% of the premiums paid by the employees referred to above does not cover 100% of the cost of the LTD premium, that benefit would then be taxable, as required by CRA regulations, when utilized by that employee.

24.02 Pay in Lieu of Benefits

Employees who have completed their probationary period and who are not eligible to participate in the benefit plans under this Article shall be paid two percent (2%) of wages in lieu of those benefits, the amount to be added to each pay cheque.

24.03 Multi Sector Pension Plan

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

1.
 - (a) "Plan" means the Multi-Sector Pension Plan
 - (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

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

- (c) "Eligible Employee" means all employees in the bargaining unit.
2. Commencing March 31, 2018 each Eligible Employee shall contribute for each pay period an amount equal to 3 % of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3 % of Applicable Wages to the Plan.

Commencing April 1, 2021 each Eligible Employee shall contribute for each pay period an amount equal to 3.5 % of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an

amount equal to 3.5 % of Applicable Wages to the Plan.

3. 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. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. 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, the information 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 4 of the agreement include:

To be Provided at Plan Commencement

- date of hire;
- date of birth;
- Social Insurance Number;
- 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.

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.

To be Provided Initially and as Status Changes

- full address;
- termination date where applicable (MM/DD/YY)
- marital status, and any change to marital status;
- date of death (if applicable).

To be Provided Annually but no later than December 31

- current complete address listing for all Eligible Employees;
- period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
- period(s) of lay-off, while subject to recall;
- period(s) of absence for pregnancy or parental leave;
- period(s) of strike or lockout;
- other leaves of absence;
- hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan 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 here to.

ARTICLE 25 – HEALTH AND SAFETY

25.01 The Employer and the Union recognize their joint obligation to:

- Provide and maintain a safe and healthy workplace;
- Support and promote an environment that is free of disruptive workplace conflict and disrespectful behavior, and;
- Comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time.

25.02 Joint Health and Safety Committee

The parties shall recognize a Joint Occupational Health and Safety Committee comprised of the Union's Health and Safety Representatives and up to an equal number of representatives of the Employer. The committee shall be co-chaired by a representative of the Union and a representative of the Employer. The co-chairs shall be certified members. The co-chairs and the committee shall function within the meaning of the Occupational Health and Safety Act.

25.03 Each program location will have one Health and Safety Representative appointed by the Union.

The duties of the Health and Safety Representative will be as follows:

- (i) 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 employees' health, to the Joint Health and Safety Committee;
- (ii) To bring to the immediate attention of the Employer and if necessary, the Joint Health and Safety Committee, any incidents or situations occurring between monthly inspections which may be a source of danger or a hazard to the health and safety of employees;
- (iii) Inspect all facilities every six (6) months to ensure all applicable federal, provincial and municipal Health and Safety Regulations are complied with and to ensure all reasonable precautions are being taken to protect the Health and Safety of employees;
- (iv) Minutes shall be taken of all meetings and copies provided to the Employer and the Union and a copy will be placed in the binders;
- (v) Promote safety and sanitary practices;
- (vi) Review safety matters and investigate all accidents pertaining to bargaining unit employees.

25.04 Hazard/Risk Assessment

The Employer shall in consultation with the Joint Health and Safety Committee or Health and Safety Representative or where no committee exists, a member designated by the Local Union, assess the hazards/risks of workplace violence and harassment that arise from the nature of the workplace, type of work or conditions of work. The parties must take into account the circumstances of the workplace and circumstances common to similar workplaces.

Results of the assessment shall be provided in writing to the Joint Health and Safety Committee or Health and Safety Representative or where no committee exists, the Local Union. Results of the assessment shall be used in developing measures and procedures to control identified risks that are likely to expose a worker to physical or psychological injury/trauma.

Further, if the Employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the worker.

25.05 Compliance with Health and Safety Legislation

- (a) The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by the Joint Health and Safety Committee.
- (b) The Joint Health and Safety Representatives and Committee members shall have the right to attend to their duties, within regular working hours, and any time spent shall be considered as time worked. It is understood and agreed that they will not leave their work without permission from their immediate Supervisor/designate.

25.06 Health and Safety Training

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

The overall design and content of the health and safety training program shall be reviewed by the Joint and Safety Committee at least every two (2) years.

25.07 Violent Participants

In this section, "violence" means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behavior that gives a worker reasonable cause to believe that individuals are at risk or injury.

Prior to an employee being required to work with a participant who has acted violently in the past, such employee shall be advised of all such occurrences of violence by the participant, and shall be trained by the Employer in the appropriate protocols to deal with the violence exhibited by the participant.

Each occurrence of violence by a participant against an employee shall be forwarded immediately to the Joint Occupational Health and Safety Committee which shall be responsible to ensure that adequate procedures are in place to reduce or eliminate the danger to the employee or employees. To this end, a Union Health and Safety Representative shall be entitled to attend a postvention debrief at the request of the employee.

The JOHSC in association with Tamir's CRIBs committee shall review statistics of violence perpetrated by participants against staff on a semi-annual basis and shall develop a plan to reduce such violence with a view to complete elimination. Included in such plan shall be a Risk Assessment Tool whereby each participant is assessed for potential violent behavior. Final recommendations will be discussed at the Labour Management meetings.

25.08 Where violent behavior has been known to occur, employees who work in the program where the violence occurred will be provided with annual program specific training with a focus on strategies and response protocols.

25.09 Disagreements

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

25.10 Refusal to Work Where Health and Safety is in Danger

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

25.11 Shutdowns

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

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

A refusal to work under Article 25.08;

An order of a government inspector;

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

25.12 Information to Committee and Representatives

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

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

Testing and monitoring results;

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

Copies of all communications sent or received concerning the health and safety of employees.

25.13 Notice of New Development

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

- (1) The notice shall contain: 1) an exact description of the change; 2) what employees may be affected; 3) how the Employer anticipates the change may affect employees; 4) what precautions the Employer intends to take to minimize adverse health and safety consequences; 5) when the change is to take effect; 6) any literature or research results available to the Employer touching on the possible impact of the change proposed.
- (2) No change shall take place unless notice has been given according to Article 25.11, and until the Joint Health and Safety Committee has approved the change and only then with the modifications specified by the Joint Health and Safety Committee.

25.14 Transportation of Accident Victims

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

25.15 Injury Pay Provisions

An employee who is injured during working hours, and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave.

25.16 Immunization

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

ARTICLE 26 – NO DISCRIMINATION

26.01 The parties recognize the dignity and worth of every individual and seek to create a climate of understanding and mutual respect in the workplace. It is therefore agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of sex, race, ancestry, colour, national or ethnic origin, political or religious affiliation, citizenship, place of residence, creed, age, marital status, family status, sexual orientation, mental and physical disability, Union membership, or prohibited grounds under the Ontario Human Rights Code.

The Union and the Employer affirm that employees shall be informed of any accommodation of a co-worker where such accommodation may affect the employee.

ARTICLE 27 – HARASSMENT FREE WORKPLACE

27.01 The Employer and the Union agree that no form of harassment will be tolerated in the workplace. Harassment is defined as vexatious comment or conduct that is known or ought to be known to be unwelcome.

27.02 Sexual Harassment

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- (i) unnecessary touching or patting;

- (ii) suggestive remarks or other verbal abuse;
- (iii) compromising invitations;
- (iv) demands for sexual favours;
- (v) physical assault.

27.03 Anti-Harassment Training

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

ARTICLE 28 – GENERAL

28.01 Clothing Allowance

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

28.02 Liability Insurance and Legal Assistance

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

28.03 Mutual Agreement

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

28.04 Tools and Equipment

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

28.05 Technical Information

The Employer and the Union shall make available, on the request of the other party, any information or documents which it refers to during collective bargaining.

28.06 Working days referred to in this Agreement are exclusive of Saturday, Sunday and Paid Holidays.

28.07 Wherever in the reading of this Agreement the feminine gender or the singular case is used it shall be understood to include the masculine gender and the plural case.

28.08 First Aid Kits

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

28.09 Education on the Job

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

28.10 Same Sex Spouse

The use of term "spouse" in this Collective Agreement and in any documentation arising from this Collective Agreement (including any benefit documents) shall include within its meaning a spouse of the same sex.

28.11 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be amended by mutual agreement between the Employer and the Union.

28.12 Regulatory Colleges

There will be no requirement for any bargaining unit member to become a member of a College unless required by a MCSS, DSHR or other recognized Provincial Developmental Services Sector Entity.

If, pursuant to the negotiations, an agreement is not reached on the renewal or amendment of this Agreement or the making of a new Agreement prior to the expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or unless conciliation proceedings prescribed under the Ontario Labour Relations Act have been completed, whichever date should first occur.

This Agreement shall be to the benefit of and binding upon the parties hereto and their respective successors and assigns.

28.13 Labour Force Strategy

The parties recognize the value of ongoing provincial dialogue as a means to sustain labour peace and progress, quality of service and sustainability of the sector. All parties support the Developmental Service Sector in strengthening the important services it delivers and to make the work of the sector a “career of choice”. To that end, the parties agree to advocate for and support the formation of a Provincial Developmental Services Advisory Group (DSAG).

28.14 WSIB Coverage

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

28.15 Core Competencies

In the event core competencies is introduced in the workplace it is agreed that content of the Development Services Human Resources Strategy document entitled “The Intention of Core Competencies ... Outlining the Principals” dated March 19, 2010 as set in Appendix “B” or as amended from time to time by the authors (DSHRC), shall be utilized as a reference regarding implementation of this initiative in the workplace.

ARTICLE 29 – TERM OF AGREEMENT

29.01 Duration

Unless changed by mutual consent, this Agreement shall continue in full force and effect from the date of ratification, until the 31st day of March 2022, and shall continue automatically thereafter of one (1) year periods unless one party notifies the other in writing within a period of ninety (90) days immediately prior to the expiration date that it desires to amend the Agreement.

29.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph, unless otherwise agreed to by the parties.


29.03 Changes in Agreement

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

DATED AT OTTAWA, ONTARIO THIS 01-Sep-2022 DAY OF 01-Sep-2022, 2022.


FOR THE EMPLOYER


FOR THE UNION



Risa Plotnick (Sep 11, 2022 12:58 EDT)


Vanessa Raymond (Sep 1, 2022 12:01 EDT)


Brad Purvis (Sep 2, 2022 17:31 EDT)


Julia McKinnon (Sep 9, 2022 12:50 EDT)


Robyn Behm (Sep 1, 2022 12:17 EDT)


Hajer Abdullah (Sep 10, 2022 12:34 EDT)

:BH-cope-sepb 491 

LETTER OF UNDERSTANDING

BETWEEN
TAMIR FOUNDATION
AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4870


RE: WAGE REOPENER


The parties agree to the reopening of negotiations on wages in the event that CUPE is granted an exemption, or that *Bill 124* is declared unconstitutional by a competent court, or if the Bill is otherwise modified or repealed.

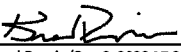
DATED AT OTTAWA, ONTARIO THIS ^{01-Sep-2022} DAY OF 01-Sep-2022, 2022.


FOR THE EMPLOYER


FOR THE UNION



Risa Plotnick (Sep 11, 2022 12:58 EDT)



Vanessa Raymond (Sep 1, 2022 12:01 EDT)


Brad Purvis (Sep 2, 2022 17:31 EDT)


Julia McKinnon (Sep 9, 2022 12:50 EDT)


Robyn Behm (Sep 1, 2022 12:17 EDT)


Hajer Abdullah (Sep 10, 2022 12:34 EDT)


Jacynthe Barbeau (Sep 1, 2022 11:47 EDT)

:BH-cope-sepb 491 

LETTER OF UNDERSTANDING

**BETWEEN
TAMIR FOUNDATION
AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4870**

RE: FUNDING LETTER

In the event that the Ministry of Community and Social Services (MCSS) provides the Employer with targeted wage gap funding for the term of the Collective Agreement, the Employer will allocate the funds as per the Ministry approved Plan and will inform the employees about the implementation.


It is further agreed that should the Ministry provide additional funding targeted to wages and/or benefits applicable to the bargaining unit during the duration of this Collective Agreement, the Employer will allocate the funds as per the Ministry approved Plan and will inform the employees about the implementation.


This Letter of Understanding forms part of the Collective Agreement


DATED AT OTTAWA, ONTARIO THIS ^{01-Sep-2022} DAY OF 01-Sep-2022, 2022.


FOR THE EMPLOYER


FOR THE UNION



Risa Plotnick (Sep 11, 2022 12:58 EDT)



Vanessa Raymond (Sep 1, 2022 12:01 EDT)


Brad Purvis (Sep 2, 2022 17:31 EDT)


Julia Mckinnon (Sep 9, 2022 12:50 EDT)


Robyn Behm (Sep 1, 2022 12:17 EDT)


Hajer Abdullah (Sep 10, 2022 12:34 EDT)

:BH-cope-sepb 491 

LETTER OF UNDERSTANDING

**BETWEEN
TAMIR FOUNDATION
AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4870**


RE: LOBBY LETTER


The Employer and the Union each agree 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. A key component of this lobby will be for improved wages, benefits, pensions and working conditions for the workers within the sector as well as support for a strong community agencies infrastructure.


DATED AT OTTAWA, ONTARIO THIS ^{01-Sep-2022} DAY OF 01-Sep-2022, 2022.

FOR THE EMPLOYER


FOR THE UNION



Risa Plotnick (Sep 11, 2022 12:58 EDT)



Vanessa Raymond (Sep 1, 2022 12:01 EDT)



Brad Purvis (Sep 2, 2022 17:31 EDT)


Julia Mckinnon (Sep 9, 2022 12:50 EDT)


Robyn Behm (Sep 1, 2022 12:17 EDT)


Hajer Abdullah (Sep 10, 2022 12:34 EDT)


Jacynthe Barbeau (Sep 1, 2022 11:47 EDT)

:BH-cope-sepb 491 


Schedule "A"

WAGE GRID

EFFECTIVE April 1, 2020

A lump sum payment is payable to all employees actively on staff as of the date of ratification. This payment will be made within 3 full pay periods.

Position	31-Mar-20	01-Apr-20 1%	01-Apr-21 0.5%
Asleep	\$16.34	\$16.50	\$16.58
Relief Counsellor	\$23.69	\$23.93	\$24.05
Residential Counsellor	\$24.69	\$24.94	\$25.06
Primary Counsellor	\$25.56	\$25.82	\$25.95
Senior Counsellor	\$26.45	\$26.71	\$26.84

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APPENDIX “B”

DEVELOPMENTAL SERVICES HUMAN RESOURCE STRATEGY

March 19, 2010

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

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

Recognize the professional nature of direct support work:

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

Recruit the right people:

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

Provide job enhancement opportunities and make career paths more transparent:

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

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

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

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

Our professional work in support of people with a developmental disability is dedicated to seeing people grow, meet new challenges and aspire to new dreams. The core competency model reflects this attitude as a “going forward” process for employees in the sector. Core competencies provide a professional development mechanism to move from effective services to superior, life-enhancing supports. The core competency model will provide a valuable tool for feedback and enhance direct support work. The primary benefit and intent of the core competency model is to enable and facilitate positive professional development, not to be used for disciplinary purposes.

A foundation for increased and sustainable human resource capacity:

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

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

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

Human Resource Shared Interest Committee:

Nancy Wallace-Gero: Community Living Essex County, Chair, Human Resource Shared Interest Committee | Kathy Johnson: CUPE | Jim Beattie: CUPE | Sean Wilson: OPSEU | Sue Walker: OPSEU | Brad Philp: SEIU | Dave Ferguson: OCAPDD | Marion Peck: Madawaska Valley ACL | Eugene Versteeg: Christian Horizons | Andrew Lewis: Niagara Support Services/Niagara Training & Employment Agency Inc | Steve Finlay: Steering Committee Co-chair, CL Oshawa-Clarington | Holly Duff: Project Coordinator, HR Strategy.