

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 166**

and

**Parents of Technologically Dependent Children
(Kids Country Club) London**

DURATION: April 17, 2008 – March 31, 2010



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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to establish and maintain mutually satisfactory working conditions, hours of work, wages and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement. It is agreed and understood that the key objective of the parties is to fulfill the mission of Parents of Technologically Dependent Children (KCC) in an efficient and professional manner.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of the following employees of Parents of Technologically Dependent Children (Kids Country Club) London, (RN, RPN, DSW, PSW, and RCP) save and except administrative staff including but not limited to Office Manager, Clinical Manager and the Executive Director.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union agree that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised by either party or their representatives because of membership or non-membership in the Union.
- 3.02 The Employer and the Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code*, as amended, and further agree that there shall be no harassment, discrimination, restraint, intimidation, or coercion, on the basis of any prohibited grounds as defined in the Code.
- 3.03 The Union agrees that there shall be no Union activity or solicitation for membership on the Employer's premises except as provided in this Collective Agreement.
- 3.04 The Employer and the Union acknowledge their duty to accommodate employees in accordance with the Human Rights Code, as amended.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, assign duties, promote, demote, classify, layoff, recall, discharge, suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause by an employee who has completed her probationary period may be subject of a grievance.
 - (c) Determine the hours of work, work assignments, standard of performance, occupational requirements and methods of doing the work; recognizing scope of practice and best practice guidelines as laid out by the College of Nurses, and any Ministry guidelines.
 - (d) To plan, direct and control the operations, extent and type of operation, the number of personnel required, services to be performed, and the methods, procedures and equipment to be used in connection therewith.

ARTICLE 5 - DUES DEDUCTION

- 5.01 The Employer shall deduct from each month's pay of each employee, starting with the pay period nearest to the effective date of this agreement, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, North York, Ontario, not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names and social insurance numbers of those employees for whom deductions have been made. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence.
- 5.02 The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.

- 5.03 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.
- 5.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer agrees to recognize up to three (3) Union Stewards elected or appointed from among the employees in the bargaining unit.
- 6.02 The duty of the stewards shall be to represent employee(s) and to process grievances or complaints as outlined in the grievance procedure of this Agreement.
- 6.03 The Union will inform the Employer, in writing, of the names of the stewards and of any subsequent changes and the Employer will not be required to recognize such stewards until notification from the Union has been received.
- 6.04 The Union acknowledges that the stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their supervisor. Such permission shall not be withheld unreasonably.
- 6.05
- a) Meetings involving grievances or complaints shall be at times and places agreed to between the Union and the Employer.
 - b) A grievor, or an employee whose participation is necessary at a meeting arranged between the Employer and the Union who attends such a meeting during his/her normal working hours shall be paid at his/her regular earnings for the period of time to attend the meeting. This section will also apply to the Union Steward who is authorized to represent the grievor.
- * Point of clarification: It is understood that from time to time an employee may require a brief period of time to consult with a Union representative prior to a meeting.
- 6.06 When discipline is to be imposed, an employee is entitled to be represented by a Union steward.

6.07

Negotiating Committee

- a) The Employer agrees to recognize the negotiating committee comprised of a Union staff person plus three (3) representatives who shall be elected or appointed from amongst the employees in the bargaining unit for the purpose of negotiating the Agreement or its renewal. For the time spent in negotiations, the employees' salary, credits and applicable benefits shall be maintained by the Employer.
- b) The Employer shall also release negotiating team members from duty for preparation time based on operational requirements. It is understood that all preparation time will be billed back to the Union.

6.08

Employer/Employee Relations Committee

- a) It is agreed that a joint committee will be established with three (3) representatives of the Union and three (3) representatives of the Employer.
- b) The committee shall meet quarterly to discuss matters of concern at a mutually-agreed time and place. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. The chairperson of the committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement and thereafter shall alternate between a Union member and an Employer member.
- c) The purpose of the Employer/Employee Relations Committee is to discuss items of concern to management or employees. The committee shall not have the power to alter, amend or modify the specific terms of the Agreement.
- d) Employees serving on the Employee-Employer Relations Committee shall not lose regular earnings for time spent attending meetings of the Committee, including thirty (30) minutes preparation time.

6.09

Employees shall have the right to the assistance of an OPSEU Staff Representative. The Union agrees that the exercise of this right shall not interfere with the Employer's operation. When the presence of an OPSEU representative is requested the Executive Director will be notified.

6.10 **Copies of the Agreement**

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distribute sufficient copies of this Agreement to all parties. Where required the parties shall co-operate in making the agreement accessible to employees in alternative formats or languages.

6.11 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The employee will be given a copy of the collective agreement by the Employer.

6.12 **Bulletin Board**

The Employer will provide bulletin boards for the purpose of posting notices regarding meetings and other matters of Union business. Notices must be dated, initialed, and approved by a Steward.

ARTICLE 7 - OCCUPATIONAL HEALTH AND SAFETY

7.01 The Employer agrees to establish and maintain one joint Health and Safety Committee in accordance with the provisions of the *Occupational Health and Safety Act RSO, 1990, as amended*. The Committee shall be comprised of a maximum of three (3) representatives from the Union and three (3) representatives from the Employer. Employees required to attend Committee meetings shall be paid for all hours at their regular rate of pay.

7.02 The Employer recognizes its obligations under the *Occupational Health and Safety Act*, and regulations, as amended, and agrees to cooperate with the employees in the fulfillment of these objectives.

7.03 The Employer agrees to provide any personal protective equipment required.

7.04 Where required, the Employer shall negotiate a return to work protocol with the Union where an employee is returning to work after an injury.

ARTICLE 8 - NO STRIKE OR LOCK-OUTS

8.01 There shall be no strikes or lock-outs for the term of this agreement as provided in the *Ontario Labour Relations Act*, as amended.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement may be made the subject of a grievance. An earnest effort shall be made to settle such a grievance as quickly as possible.

9.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until s/he has first given his/her Clinical Manager the opportunity of adjusting his/her complaint. Such complaint shall be discussed with his/her Clinical Manager within ten (10) days of becoming aware of the potential grievance. If the complaint is not settled, it shall be taken up as a grievance within ten (10) days of the discussion in the following manner and sequence.

9.03 **Stage 1**

The employee may file a grievance in writing with the Clinical Manager. The written grievance, signed and dated by the employee, shall state the nature of the grievance including the legislation or provision of the collective agreement alleged to have been breached. The Clinical Manager shall give the grievor his decision in writing within ten (10) days of the submission of the grievance.

9.04 **Stage 2**

If the grievance is not resolved at Stage 1, the grievor may submit the grievance to the Executive Director, or his designee, who shall hold a meeting with the grievor and his/her union representative at a mutually agreeable time within ten (10) days of receipt of the request. The Executive Director shall deliver his/her decision in writing within ten (10) days of the meeting. If the grievance is not resolved at Stage 2, the grievor may submit his/her grievance to arbitration as set out below.

9.05 **Dismissal Grievance**

A claim by an employee who has been discharged or suspended from employ, that the discharge or suspension was without just cause, shall be treated as a grievance if the written statement is lodged with the Employer within ten (10) days of the discharge or suspension. Such grievance shall commence at Stage 2 of the grievance procedure as herein provided; such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with negotiated compensation or by any other arrangement which is acceptable to the parties, or, if necessary, an Arbitrator or Board of Arbitration.

9.06 **Policy and/or Group Grievances**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union, or Employer has a grievance, it may be submitted at Stage Two of the grievance procedure. Such grievances must be submitted within ten (10) days after the incident giving rise to the grievance. Group grievances shall include the names of all grievors.

9.07 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing. Any grievance not initiated or processed within the above timelines shall be considered abandoned.

9.08 In this Article and Article 10, days shall include all days exclusive of Saturday, Sunday and designated holidays.

9.09 The employee has the right to be accompanied and represented by a Union representative of their choice at all meetings in the grievance/arbitration procedure provided the Union representative is available within the timelines stated.

9.10 The parties may mutually agree to refer a grievance to a mediator, agreed to and jointly paid for by the parties. The mediation shall be conducted on a without prejudice basis and shall not otherwise affect any timelines or provisions of the grievance/arbitration process. In the event that the matter is not settled by mediation, then the matter may then be resolved by arbitration.

ARTICLE 10 - ARBITRATION

- 10.01 Where a grievance which has not been resolved through the grievance procedure is referred to arbitration, the following shall apply:
- a) The party referring the grievance shall give written notice to the other party not later than ten (10) days after the response from Stage 2 that it intends to refer the matter to arbitration, giving the name and address of the proposed arbitrator.
 - b) Within ten (10) days after receiving such notice, the other party shall respond by agreeing to the arbitrator or proposing an alternative(s) Arbitrator(s).
 - c) Failing agreement within ten (10) days of such time as may be agreed by the parties, an appointment may be made by the Office of Arbitration at the request of either party. The single Arbitrator shall be bound by all clauses in Article 10 in the same manner as an Arbitration Board.
 - d) The parties, prior to applying for expedited arbitration under Section 46 of the *Ontario Labour Relations Act, RSO 1990* shall attempt to reach an agreement on a chairperson. If a chairperson is not agreed upon within ten (10) days of the notification that arbitration is being sought, either party may apply for a chairperson under the Act.
- 10.02 Employees who are summonsed or subpoenaed and whose attendance is required at arbitration hearings shall receive permission to be absent from work with pay.
- 10.03
- a) By mutual agreement, the parties may elect to have a tri-partite board hear the matter in dispute instead of a single arbitrator. In such case, the party wishing to submit the issue to arbitration should indicate, in its notice of intent to arbitrate, that it would like the matter heard by a tri-partite board of arbitration. The recipient of the notice shall inform the other party within seven (7) days of receipt of the notice if it is agreeable or not to the matter being heard by a tri-partite board. If so, the parties shall use the following procedure.
 - b) Within ten (10) days after receiving such notice, the other party shall respond by indicating the name and address of its nominee to the Arbitration Board.

- c) The two nominees shall, within seven (7) days after the receipt of the appointment of the second of them, appoint a third person who shall be the chairman of the Arbitration Board.
- d) If the recipient fails to name a nominee or if the two nominees fail to agree on a chairman, an appointment may be made by the Office of Arbitration at the request of either party.

10.04 The Arbitration Board shall be governed by the following provisions:

- a) The Arbitration Board shall hear and determine the grievance and issue a decision which is final and binding on the parties and upon any employee affected by it.
- b) The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairman governs.
- c) Each party shall pay one-half ($\frac{1}{2}$) of the remuneration and expenses of the chairman of the Arbitration Board.
- d) The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.
- e) The Arbitrator or Arbitration Board as the case may be, shall not have the power to alter or change any of the provisions of this agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- e) Each of the parties hereto shall bear the expense of its own nominee.

10.05 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing. Any grievance not initiated or processed within the time limits specified above shall be considered abandoned.

ARTICLE 11 - PERSONNEL FILE

11.01 An employee shall be entitled to view the entire contents of his or her personnel file in the presence of an Employer representative at a time and location to be mutually agreed.

- 11.02
- a) Any letter of reprimand, suspension or other sanction shall be removed from the record of an employee two (2) years following receipt of such letter, suspension or other sanction.
 - b) The Employer will not rely on or refer to adverse comments on a performance appraisal if subsequent appraisals do not show a continuation of the problem one (1) year after the occurrence of the original problem.
 - c) A copy of each performance appraisal shall be given to an employee and a copy shall be placed on his or her file.
 - d) An employee who objects to his or her performance appraisal may elect to attach a statement to the document setting out the details of and reasons for those objections.

ARTICLE 12 - SENIORITY

- 12.01
- a) Seniority as referred to in this agreement shall mean length of continuous service in the bargaining unit from the last date of hire in the employ of the employer and shall be on a bargaining unit-wide basis.
 - b) Full-time employees shall accumulate seniority on the basis of years, months, and days of employment since last date of hire. Part-time (and relief) employees shall accumulate seniority on the basis of hours worked since last date of hire.

12.02 Seniority lists will be maintained and posted on the union bulletin boards. The lists shall be updated every six (6) months and a copy of each list shall be supplied to the Union at the time of initial posting and subsequent revision.

12.03 Where an employee moves from full-time status to part-time status or vice-versa, she shall retain the accumulated seniority hours attained at the date of transfer and accumulate future seniority in accordance with the new status. One year of full-time seniority shall equal 1,872 hours.

12.04 Probationary Employee

All new employees shall be considered on probation and the standard of just cause shall not apply to their discipline or discharge during such time, nor shall her name be placed on the seniority list, until she has successfully completed the probationary period or the greater of three (3) months or 500 hours worked. Upon completing probation, seniority shall

be adjusted to the employee's date of hire, or hours worked. This shall not prohibit a grievance by a probationary employee who is discharged and alleges that the discharge is in violation of a statutory protection, such as the *Human Rights Code*.

12.05 **Accumulation of Seniority**

Seniority shall continue to accumulate during any paid leave, and for the first thirty (30) days of any unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority s/he had when s/he left. Seniority shall continue to accumulate during the entire period of a pregnancy and parental leave, sick leave or Union leave.

12.06 **Loss of Seniority and Termination of Employment**

Continuity of service shall be considered broken and employment terminated if the employee:

- a) resigns or retires;
- b) is discharged (and the discharge is not reversed through the grievance arbitration procedure);
- c) fails to report to work at the expiration of a leave of absence unless a reason satisfactory to the Employer is given;
- d) fails to notify in writing the Employer of the employee's intentions within seven calendar days and fails to report for work within fourteen calendar days after issuance of notice of recall by registered mail to the employee's last address on record with the Employer;
- e) is absent from work for three consecutive days without providing a reason satisfactory to the Employer;
- f) is laid off for a period in excess of 24 months
- g) uses a leave of absence for a purpose other than that for which it was granted;
- h) It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. If any employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

12.07 If any provision of this Article 12 is found to conflict with the *Human Rights Code*, the parties shall be bound by the Code and shall amend this Article to the extent required.

ARTICLE 13- POSTING AND FILLING OF VACANCIES

13.01 In all cases of posting and filling of vacancies, the Employer shall select the senior candidate from among the applicants who are able to perform the normal requirements of the posted position.

13.02 The posting shall be placed on all bulletin boards and a copy provided to the Union at the same time. The posting shall contain:

- i) the job title and job description
- ii) the reporting line and supervisory structure
- iii) the hours of work and rate for the job, including salary progression
- iv) the qualifications and experience required to perform the job
- v) a brief description of the nature of the job

13.03 The posting shall clearly indicate the deadline date for application and the location or person to whom applications shall be made. The posting period shall be for not less than 10 working days from date of posting.

13.04 The Employer will make every effort to fill vacancies in a timely and efficient manner.

13.05 No applicants from outside the bargaining unit will be considered unless the posting and selection process is completed and no bargaining unit applicant was selected. At that time the employer may seek applicants from outside the bargaining unit.

13.06 **Temporary Positions**

A temporary position is one that is expected to be of less than three (3) months duration or as a specific replacement for an employee on parental leave or another leave of absence with a pre-defined duration. Any temporary position expected to be for more than three (3) months shall be posted.

13.07 Postings for such positions under Article 13, Posting of Vacancies shall be for no less than ten (10) working days and selection shall take place within ten (10) working days of the expiry of the posting.

13.08 All other conditions of Article 13, Posting & Filling of Vacancies shall apply.

13.09 On expiry of the temporary posting, the employee shall return to their former position with no loss of entitlements to increments etc.

ARTICLE 14 - JOB SECURITY-LAYOFF AND RECALL

14.01 A layoff is defined as a reduction in the regular hours of a position, reduction in the number of bargaining unit employees, or the elimination of one or more bargaining unit positions which are occupied by employees at the time of elimination.

14.02 Layoffs shall be carried out by reverse order of seniority, provided that the senior employees are able to perform the normal requirements of the work.

14.03 a) In the event of a lay off of a permanent or long term nature, the Employer will provide affected employees with 3 months notice or pay in lieu of notice. The Employer agrees provide three months' notice to the Union to meet with the Union during this time period, if requested, to discuss means of avoiding the layoff.

b) Such meeting will review the following:
- the reasons causing the layoff;
- the services the Employer will undertake after the layoff;
- alternatives to layoff;
- the method of implementation; and
- ways the Employer can assist employees to find alternative employment

14.04 A copy of any notice of lay off to an employee will be provided to the Union at the same time.

14.05 Employees with the least seniority within the position in which the layoff takes place shall be laid off first, provided that the employees who remain on the job have the ability to perform the work.

14.06 An employee given notice of a permanent layoff shall be entitled to accept the layoff and retain recall rights or displace an employee of the same status (eg. FT/PT) with lesser seniority provided that the senior employee is able to perform the normal requirements of the job.

14.07 **Resignation**

An employee given notice of a permanent layoff may choose to provide thirty (30) days' written notice of resignation to the Employer, or receive

equivalent pay in lieu of notice at the discretion of the employer. Pay in lieu of notice will not affect severance entitlements. For the purposes of eligibility for employment insurance, the employer will provide a letter confirming that loss of employment is due to workforce reduction.

14.08

Voluntary Layoff

- a) Subject to the conditions outlined in this Article, an employee who has not received a notice of layoff may offer to be laid off and give up her job for possible redeployment of an employee who has received notice of layoff.
- b) An employee shall advise the Clinical Manager in writing of her desire to make an offer of voluntary layoff.
- c) The position of an employee making an offer under this Article will be considered to be a vacancy for redeployment of an employee who has received notice of layoff, provided the employee originally subject to layoff is able to perform the work in that position with only a reasonable period of familiarization and training, as may be agreed upon between the parties.

14.09

Attrition

It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever practicable, attrition will be utilized as an alternative to layoffs.

14.10

Severance

- a) In place of the severance provisions of the *Employment Standards Act*, an employee who has been given a notice of layoff and has subsequently been laid off or otherwise terminated shall be entitled to severance pay in an amount equal to the employee's regular wages in a non-overtime work week, then multiplied by the number of the employee's years of service, and portions thereof.
- b) An employee may elect, at any time during the recall period, to terminate her employment and to receive severance pay, in which event the employee's name shall be removed from the recall list and the Employer shall have no further obligation with respect to such employee.

14.11 **Temporary Work**

Employees on layoff shall be given preference for temporary work for which they are qualified, if such work is expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept the recall and may instead remain on layoff.

14.12 **Information to EERC**

The Employer will provide the Employer-Employee Relations Committee (EERC) with pertinent financial, vacancy, redeployment and staffing information and will review any proposals for reorganization which impact on the bargaining unit.

14.13 **Recall**

Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for 24 months.

14.14 The Employer shall recall employees in order of seniority to vacant bargaining unit positions for which she can perform the required work, for a period of 24 months from date of layoff. Notice of recall shall be sent by registered mail to the last known address of the employee, who shall respond to the recall notice within seven (7) days.

14.15 An employee who is recalled and reinstated to a position with a lower rate of pay than the position which was occupied at the time of the layoff shall be given the first opportunity to return to their former position.

14.16 No new employee shall be hired until those laid off and placed on the recall list have had the opportunity to be recalled.

14.17 **Government Programs**

The Employer agrees that no bargaining unit employee shall be laid off as a result of the Employer's participation in Federal, Provincial or Municipal Wage Assisted/Workfare, or other Programs. Further, the Employer agrees that there shall be no loss of hours, wages or jobs for either part-time or full-time employees as a result of the Employer's participation in such programs.

14.18 **No Contracting Out**

There will be no contracting out of work done by the bargaining unit.

14.19 **Work of the Bargaining Unit**

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

14.20 **Restructuring**

In the event of reorganization or restructuring of the Employer, which may have potential adverse effects upon employees in the bargaining unit, the employer shall notify the Union of such plans as far as practicable in advance so that the parties can meet to discuss possible ways and means of minimizing the impact, including:

- a) identifying and proposing alternatives to any action that the Employer may be considering
- b) identifying and seeking ways to address retraining needs of employees

ARTICLE 15 - TECHNOLOGICAL CHANGE

15.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status or working conditions of employees within the bargaining unit.

15.02 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

15.03 Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.

15.04 Where new or greater skills are required, employees shall be given a period of training to acquire the skills necessary for the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in normal earnings during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 **Union Leave**

a) The employer shall grant leave of absence without pay to attend Union functions provided that this leave does not unduly interfere with the operations of the Employer. Such leave will not be unreasonably withheld. In requesting such leave-of-absence for an employee(s), the Union must give at least ten (10) calendar days notice in writing to the Employer. During such leave-of-absence, the employee's salary and benefits shall be maintained by the employer, and billed back to the Union.

b) **Leave for Executive Board Members: Full Time Position**

When an employee is elected or appointed to a full-time position with the Union, the Employer shall grant a leave of absence without pay and without continuation of benefit coverage paid by the Union and without loss of seniority for the durations of such leave. At the end of the assignment, the employee shall, upon two (2) weeks' notice be returned to the position held immediately prior to the commencement of the leave or to a comparable position with no decrease in pay should the original position be eliminated.

c) Leave of absence with no loss of pay and with no loss of credits shall be granted to an employee elected as an Executive Board Member of the Union. The Union will reimburse the Employer for the salary and benefits paid to the employee.

16.02 **Personal Leave**

The Employer may grant a leave of absence for up to one (1) year without pay to employees for legitimate personal reasons. For employees of less than two years, such leave shall only be granted under extenuating circumstances. The request for leave of absence shall be in writing at least one (1) month in advance whenever possible.

16.03 **Educational Leave**

At the discretion of the Employer, a leave of absence without pay for the purpose of education, skill development or upgrading may be granted. Seniority shall be frozen at the commencement of the leave and recommence upon the return date.

16.04 **Bereavement Leave**

In the event of the death of a member of an employee's family, the employee will be granted a leave-of-absence with pay by the Executive Director or Clinical Manager, up to a maximum of three (3) working days. The term "member of an employee's family" means, but is not necessarily limited to, a spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, aunt, uncle, niece, nephew, ward or former guardian. The employee will be allowed up to two (2) days travel time, with pay, if required. As regards part-time employees, the foregoing leave provision shall apply in the case where the employee is required to be absent on scheduled working days.

If the employee requires additional time off, he may arrange with his supervisor for vacation, stat time or leave without pay.

16.05 **Compassionate Leave**

Compassionate leave may be granted by the Executive Director or Clinical Manager up to a maximum of one (1) working day with pay exclusive of travel time in the case of a direct family problem situation. Such leave shall not be unreasonably withheld. The foregoing shall apply to all part-time employees where the leave conflicts with scheduled working days.

16.06 **Jury Duty and Witness Leave**

- a) If an employee is called for jury duty and serves as member of a jury, the employer will make up the difference between the jury duty pay received and his earnings for regular hours for the period of absence.
- b) An employee who is subpoenaed or summoned to a tribunal or a judicial proceeding will be compensated for loss of regular earnings from employment less any witness fee received.

16.07 **Pregnancy, Adoption and Parental Leaves**

- a) Pregnancy and Parental Leaves shall be provided in accordance with the Employment Standards Act.
- b) Seniority and service continue to accrue during pregnancy and/or parental leave.
- c) When an employee returns to work upon the expiration of a leave provided for under this article, the employer agrees to reinstate the employee in his/her position at a wage no less than that which was

being earned at the time the leave began, adjusted to include any improvements which would have accrued to the employee if she/he had worked through the leave.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

- 17.01 The parties recognize the importance of continuing professional development opportunities that will enable staff to keep abreast of new ideas.
- 17.02 The Employer will therefore endeavour to budget funds to enable each employee in the bargaining unit to participate in professional development.
- 17.03 The Employer and employees will endeavour to find time to enable each employee in the bargaining unit to participate in professional development. Where an employee chooses to participate in approved professional development on their own time, the Employer agrees to absorb registration, travel, accommodation and sundry expenses.
- 17.04 The Management will oversee the equitable distribution of professional development funds to staff having regard to such factors as the size of the available budget, cost of the conference or experience suggested by the individual employee, and its relevance to the employee's immediate duties and longer term career plans.
- 17.05 It is understood that final responsibility for the approval of individual Professional Development proposals shall rest with the Employer.
- 17.06 The Employer will prepare and publish guidelines for staff in the submission of individual proposals for professional development funds and leave.
- 17.07 Where the Employer requires employees to have a specialized skill, knowledge or practice, directly related to the care and treatment of a child, the Employer agrees to provide mandatory in-service training to all affected staff. This training will be paid for by the Employer including wages and any other expenses.

ARTICLE 18 - CALL BACK

- 18.01 An employee who is called in to work after completing their regular shift shall be paid a minimum of four (4) hours pay, at the rate of time-and-one-half (1½) their regular hourly earnings.

ARTICLE 19 - HOURS OF WORK, OVERTIME

19.01 Full-time Employees

The normal shift shall be composed of a minimum of six (6) consecutive hours inclusive of meal times and rest periods totaling one hundred and forty four (144) hours averaged over a maximum of four (4) weeks.

Any averaging agreement (see Letter of Understanding # 2) must be agreed to by the parties.

The schedule shall be posted in the workplace a minimum of eight (8) weeks prior to it's commencement.

Part-time/Casual Employees

The hours of work for part-time/ casual employees will be a minimum of 4 consecutive hours inclusive of meal times and rest periods, based on their individual availability.

Part-time/ Casual employees are to be available a minimum of 12 hours per month and will be offered shifts based on classification followed by seniority. It is an expectation of employment that casual employees work a minimum of one (1) shift in every three (3) month period.

Prescheduled shifts will be awarded based on classification, availability, and seniority. Emergency shifts defined as commencing within 24 hours of the identified need will be offered on the basis of classification followed by seniority however, the acceptance of the shift will be on a first to respond basis.

19.02 Overtime

(Full-time Employees)

Overtime is defined as any hours worked in excess of any scheduled shift.

(Part-time employees)

Overtime is defined as any hours in excess of forty-four (44) hours per week or as per any averaging agreement.

ARTICLE 20 - WAGES

20.01 The wages will be as set out in Schedule A, attached to and forming part of the collective agreement.

- 20.02 An employee will automatically progress from one step to the next in the salary range for his/her classification on completion of one year in the classification.
- 20.03 When a new classification is to be created or an existing classification within the bargaining unit is to be revised, the Employer shall notify the Union and provide all relevant information concerning the proposed new or changed classification. The parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification provide that, should no agreement be reached between the parties then the Employer will set the salary range for the new or revised classification subject to the right of the parties to have the rate determined by arbitration.

ARTICLE 21 - STATUTORY HOLIDAYS

- 21.01 a) The paid holidays recognized by the Employer will be as follows:
- | | |
|---------------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Dominion Day (Canada Day) | Family Day |
| August Civic Holiday | |
- b) In addition, one (1) float holiday will be granted to all employees in each calendar year to be taken at a time mutually agreed upon. Such agreement shall not be unreasonably withheld.
- 21.02 If any of the above holidays fall or are observed during an employee's vacation or on a scheduled day off, the employee shall receive another day off with pay.
- 21.03 **(Full-time Employees)**
An employee required to work on any of the above-mentioned holidays shall be paid for all work performed at one and one-half (1½) times the regular hourly rate for all normal hours of work on that day and shall receive another day off with pay in lieu of the holiday to be scheduled at a time mutually agreed between employee and the Employer.
- (Part-time Employees)**
Part-time employees will receive one and one-half (1½) times the regular rate of pay for all hours worked on statutory holidays. In addition, they will receive pay in lieu based on the formula as laid out in the ESA.

ARTICLE 22 - VACATIONS

22.01 Annual vacation entitlement will be as follows;

1 year	80 hours
2-5 years	120 hours
6-9 years	160 hours
10 years	200 hours

Where possible, vacations shall be arranged according to the wishes of individual staff members. Where a conflict exists in vacation scheduling, seniority shall be the governing factor.

For vacation requests commencing between April 1st and September 30th employees will submit requests by February 1st. For vacation requests commencing between October 1st and March 31st employees will submit requests by August 1st. Requests received following the above deadlines will be considered on an individual basis. The employer will provide approval or denials of those requests within 30 days of receiving the request.

22.02 During any year in which an employee becomes eligible for increased vacation entitlement, s/he shall commence accumulation of the increased entitlement during the month of his/her eligibility date.

22.03 Where during his vacation an employee becomes ill or hospitalized, he may elect to use his accrued sick leave credits for the period of his hospitalization or illness in place of his vacation time provided that he provides satisfactory proof of such illness or hospitalization for the period in question.

22.04 No employee shall be required to work during their scheduled vacation period. However, should an employee be required to work when requested during their scheduled vacation, they shall be paid at double their regular rate of pay.

22.05 Vacation entitlement for part-time staff will be pro-rated as to full-time staff.

ARTICLE 23 - SICK LEAVE

- 23.01 All full-time employees covered by this Agreement shall be eligible for a credit of seventy- two (72) hours annually. The unused portion of an employee's sick credits shall be paid out at the end of the fiscal year.
- 23.02 An employee would be entitled to receive normal pay for each day of absence as a result of his/her illness or injury until sick leave credits have expired.
- 23.03 Sick leave credits shall be expressed in dollar value and an employee may utilize credits to top up salary when on Worker's Compensation or while on disability.
- 23.04 Sick leave credits will continue to accrue during periods of illness.
- 23.05 a) It is understood that the Employer may request a doctor's certificate from an employee to cover an absence due to illness in excess of three (3) consecutive working days or where the Employer has reasonable grounds to suspect abuse of sick leave.
- b) If the Employer makes such a request, it shall reimburse the employee for any cost of the medical certificate, provided the amount claimed is substantiated by a valid receipt.

ARTICLE 24 - INSURED BENEFITS

- 24.01 The Employer shall continue to provide eight percent (8%) in lieu of benefits in addition to employees' regular rate of pay.

ARTICLE 25 - EXPENSES

- 25.01 An employee shall be reimbursed for any reasonable out-of-pocket expenses incurred in the service of the Employer within the following guidelines:
- a) Out of Town Travel: reimbursed at actual rates, receipts required.
- b) Overnight Accommodation: reimbursed at actual rates, receipts required.

- c) Meals: reimbursed at the following rates, inclusive of taxes and gratuities (receipts required):

- Breakfast: \$9.00
 - Lunch: \$10.00
 - Dinner: \$18.00

- d) If an employee is required to use her car in the service of the Employer, she shall be reimbursed forty-five cents (\$.45) per kilometre and all parking expenses (receipts required).

ARTICLE 26 - WORKERS' COMPENSATION

- 26.01 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the *Workers' Compensation Act*, his/her salary shall continue to be paid. If an award is not made, any payments made under the foregoing provisions in excess of that to which s/he is entitled under the sick time shall be an amount owing by the employee to the Employer.
- 26.02 The employee shall continue to accumulate vacation credits and seniority during the period covered by the award.

ARTICLE 27 – PENSION

- 27.01 (Full-time Employees)
The Employer agrees to provide for a self-funded RRSP (Registered Retirement Savings Plan). The Employer further agrees to match any employee contribution up to a maximum of one thousand dollars (\$1000.00) annually upon an employee providing a registered receipt.

ARTICLE 28 - GENERAL

- 28.01 All Letters of Agreement and Appendices to this Agreement shall be considered attached to and part of this Agreement and subject to all of its terms.

ARTICLE 29 - DURATION

- 29.01 This Agreement shall be in full force and effect from April 17, 2008 to March 31st, 2010.
- 29.02 The effective date of implementation of all provisions of this Agreement shall be upon ratification except that:
- a) the wage rates specified in Schedule A Wage Rates and Classifications shall come into force and effect on April 1st, 2009.
 - b) where a monetary or benefit entitlement comes into effect on a specified date, the Employer shall provide it on that date. Failure to do so shall entail claims for compensation for such failure by an employee(s) and/or the Union on behalf of employees.
- 29.03 Either party may serve the other with notice within the last three months of its operation that it wishes to amend the Agreement.
- 29.04 On receipt of such notice by either party, the two parties shall meet and bargain in good faith to reach a renewal agreement.
- 29.05 In the event that neither party serves notice to amend as provided in 28.03, this Agreement shall continue automatically for annual periods of one year each until and unless one party gives notice under Article 28.03.
- 29.06 During any period of renegotiation, all terms and conditions of the Agreement shall remain in effect and the Agreement shall remain in effect until:
- a) the parties are in a legal strike or lockout position; or
 - b) both parties have ratified a renewal of this Agreement with such changes as may have been agreed.

Dated at London, Ontario this _____ day of _____, 2009.

For the Employer:

For the UNION:

Schedule "A"

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
R.N	27.72	28.99	30.26	31.53	32.80	34.07
R.P.N	20.79	21.66	22.52	23.39	24.26	25.41
DSW	16.81	17.27	17.73	18.17	18.77	19.35
PSW / RCP	16.00	16.45	16.89	17.30	17.88	18.43

Letter Of Understanding
Between Parents of Technologically Dependent Children
(Kids Country Club)
And
Ontario Public Service Employees Union
(the UNION)

Re: OJT B Benefits

The employer agrees to a presentation of the Opseu Joint Trusted Benefit Fund and continue to explore the costs of implementation a benefit plan. Presentation to be arranged at a mutually agreeable date and time.

Dated at London, Ontario this _____ day of _____, 2009.

For the Employer:

For the UNION:

Letter Of Understanding
Between Parents of Technologically Dependent Children
(Kids Country Club)
And
Ontario Public Service Employees Union
(the UNION)

Re: Averaging Hours Agreement

This variable work week agreement is made in accordance with Article 19 (Hours of Work) of the Collective Agreement, between the Ontario Public Service Employees Union and Parents of Technologically Dependent Children. Where the parties agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between the parties.

Article 1 - Work Unit and Employees Covered

- 1.1 This agreement covers all full time employees based on classification as follows:
- 2 Full time RN positions
 - 4 Full-time RPN positions
 - 2 Full-time DSW positions.

Article 2 - Hours of Work

- 2.1 The averaging of hours will be as follows:
- RN's 12 hour shifts, 144 hours averaged over 4 weeks
 - RPN's 12 hour shifts, 144 hours averaged over 4 weeks
 - DSW's an average of 8 hours per shift totaling 144 hours over a four week period.

Article 3 - Overtime

- 3.1 Overtime shall be defined as being all hours worked in excess of any scheduled shift.

Article 4 - Rest Periods

- 4.1 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of 15 minutes for every 4 hours worked.

Article 5 - Meal Periods

- 5.1 Employees shall be entitled, subject to the exigencies of patient care, to meal periods of 30 minutes for every 5 hours

worked. It is understood that meal periods are to be taken on site and therefore part of the scheduled work day.

Article 6 - Sick Leave

6.1 As sick leave is earned and paid based on an annual entitlement, any sick time taken by an employee will be reflected hourly as per their respective scheduled shift.

Article 7 - Paid Holidays

7.1 Holiday pay will be commuted on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard work day of eight hours.

7.2 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at a rate of time and one half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday. In addition he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times eight (8).

Term:

This agreement shall be remain in place and renewed annually.

Either party may, upon written notice of 90 days, to the other party. Terminate this agreement notwithstanding the above specified term.

Dated at London, Ontario this _____ day of _____, 2009.

For the Employer:

For the UNION:

