

COLLECTIVE AGREEMENT

BETWEEN:

THAMES VALLEY CHILDREN'S CENTRE

(hereinafter referred to as "the Employer")

OF THE FIRST PART;

AND

THE CANADIAN OFFICE AND PROFESSIONAL

EMPLOYEES UNION, LOCAL 468

(hereinafter referred to as "the Union")

OF THE SECOND PART;

April 1, 2009-March 31, 2010

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1. General Purpose	4
2. Scope	4
3. Definitions	4
4. Non-Discrimination and Harassment	6
5. No Strikes and Lockouts	7
6. Contracting Out	7
7. Management Rights	8
8. Union Security	9
9. Union Representation	11
10. Grievance Procedure	13
11. Discharge and Suspension	14
12. Policy Grievance	15
13. Arbitration	15
14. Seniority	17
15. Job Posting Promotions & Transfers	19
16. Lay-Off and Recall	21
17. Reorganization and Merger	23
18. Technological Change	23
19. Leave of Absence	24
20. Sick Leave	29

21	Paid Holidays	30
22.	Vacations	32
23	Hours of Work	36
24.	Overtime	38
25.	Health and Welfare	39
26.	Wage Schedule	41
27.	Call Back	42
28.	Travel Allowance and Expenses	43
29.	General	43
30	Health and Safety	43
31	General Increase - Retroactivity	44
32	Access to Files	44
33	Duration	45
34.	Salary Schedule Appendix A	46
35.	Letters of Understanding	50

ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain Collective Bargaining relations between the Employer and its employees within the Bargaining Unit, and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages, and provide working conditions and an atmosphere conducive to enable each employee to contribute to the fullest of her skill and competence. It is the desire of the parties hereto to co-operate and harmoniously work together in promoting mutual interest in the operation of the Centre.

ARTICLE 2 - SCOPE

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the City of London, except the Executive Secretaries, Professional(s), Program Heads, and those above the rank of Program Head as certified by the Ontario Labour Relations Board.

Clarity Note: "Professional" is defined as any job that reasonably requires a degree or reasonable substitute qualifications for a degree.

2.02 Persons whose regular jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except for the purposes of instruction, emergency or where a qualified employee is not available within the Bargaining Unit.

2.03 No employees shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.

ARTICLE 3 - DEFINITIONS

3.01 The word "employee" whenever mentioned in this Agreement shall refer to those employees in the bargaining unit as set forth in Article 2.01.

3.02 The words "full-time employee" whenever mentioned in this Agreement shall refer to an employee regularly assigned to work more than twenty-four (24) hours per week.

3.03 The words "part-time employee" whenever mentioned in this Agreement shall refer to an employee regularly assigned to work less than twenty-four (24) hours per week.

3.04 The words "summer (student) employee" whenever mentioned in this Agreement shall refer to an employee whose period of employment begins and ends in the normal summer vacation period and who works on specific assignments for which the Employer may obtain, but does not necessarily, obtain governmental funding.

3.05 The words "temporary employees" whenever mentioned in this Agreement shall refer to an employee whose period of employment shall not exceed twelve (12) months or who is hired to cover an absence due to pregnancy, parental, leaves of absences or replacing employees who are absent from work due to illness, accident or vacation.

A temporary employee who is employed for twelve (12) months shall be credited with full seniority and service for all purposes retroactive to their most recent date of hire.

A temporary employee shall receive at least four (4) weeks written notice prior to the end of their temporary employment

3.06 The words "Employer's prorated portion" or "prorated portion" whenever mentioned in this Agreement shall refer to the Employer's prorated cost of benefits which will be calculated by multiplying the Employer's cost of the benefit by the employment percentage.

3.07 The words "Employment percentage" whenever mentioned in this Agreement shall be determined by dividing thirty-seven and one-half (37.5) hours by the regularly scheduled hours of employment of the employee as established in the Letter of Employment.

3.08 The words "length of service", "continuous service or service" shall refer to an employee's service of employment with the Employer and shall be determined on a Full Time Equivalent (F.T.E.) Basis which currently is based on nineteen hundred and fifty (1,950) hours of work per year.

3.09 The words "special funding persons" whenever mentioned in this Agreement shall refer to a person hired to perform work for the Employer as a result of special funding projects such as governmental funding, grants, bequests or fund raising activities.

3.10 A common law relationship shall be defined as someone living with a person who is publicly represented as their spouse.

3.11 Immediate supervisor shall be defined as the first level of management excluded from the bargaining unit.

ARTICLE 4 - NON-DISCRIMINATION AND HARASSMENT

4.01 a) The parties agree that in accordance with the provisions of the *Ontario Human Rights Code* there shall be no discrimination against any employee by the Union or the Employer by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

b) The parties further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by the Union or the Employer or their representatives or members, because of an employee's membership or non-membership in a union or because of his or her activity or lack of activity in the Union.

c) Every person who is an employee has the right to freedom from harassment in the workplace by the Employer or agent of the Employer or by any other employee, as provided under the provisions of the *Ontario Human Rights Code*, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

Note: Harassment means engaging in a course of vexatious comment or conduct (reference: *Ontario Human Rights Code*, sec. 10 [1]) that is known or ought reasonably to be known to be unwelcome.

No employee who files a complaint in good faith or who testifies concerning another person's complaint shall suffer any reprisals.

4.02 The Employer and the Union recognize their joint duty to accommodate employees with disabilities in accordance with the *Ontario Human Rights Code*.

4.03 Where an employee requests the assistance and support of the Union in dealing with harassment or discrimination issues, related to the above, such representation shall be permitted.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

5.01 The Union agrees that for the duration of this Agreement and any extension thereof, its officers, representatives and members shall not in any way, directly or indirectly, authorize, cause or encourage any strike or collective action which might in any way impair the operation of the Employer or the service which it provides. The Union further agrees within twenty-four (24) hours of a request by the Employer to advise the employees in writing that any such action by the employees has not been called or sanctioned by the Union, to notify the employees accordingly, and instruct such employees to cease such action and return to work immediately. The Employer agrees that there will be no lockout of its employees during the life of the Agreement. The word "strike" and the word "lockout" shall have the meanings set forth in the *Labour Relations Act*, as amended.

ARTICLE 6 - CONTRACTING OUT

6.01 a) The Employer agrees that, where work normally or customarily performed by employees covered under this Agreement is under consideration for contracting out to third parties, prior to any decision by the Employer the matter will be discussed with the Union in order to minimize the effect upon employees. The Union agrees that the final decision with respect to contracting out rests with the Employer.

- b) The Employer further agrees that, where practical, if contracting out involves the reduction in the work force covered by this Agreement, such reduction will be accomplished through attrition.
- c) Employees excluded from the bargaining unit shall not perform any work that is regularly performed by employees covered by this agreement, except when instructing employees, or in the case of an emergency or when bargaining unit employees are not readily available.

6.02 For the purpose of this Article, contracting out is limited to and applies to only that situation where the number of employees covered under this Agreement is actually reduced, and the work contracted out is ordinarily performed by employees covered by this Agreement.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 The Union recognizes and acknowledges that management of the operations and the direction of the working forces is fixed exclusively in the Employer, and without limiting the generality of the foregoing, the Union acknowledges that it is the function of the Employer to:

- (a) maintain order and efficiency and to establish and enforce reasonable policies, rules and regulations governing the conduct of employees and the operation of the Centre;
- (b) hire, transfer, assign to shifts, promote, demote, classify, lay off, recall, discipline, discharge or retire employees provided that a claim for discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without just cause, may be the subject matter of a grievance and dealt with in accordance with the grievance and arbitration procedure;
- c) require an initial health screen with Employee Health Services;

- (d) to operate successfully the Centre in order to provide out-patient rehabilitation services, to determine the location of operations and their expansion or curtailment, the scheduling of work including shifts, working hours and number of employees, job content including the nature of methods, tools and equipment used; and
- (e) to select, hire and determine wages, benefits and work for special funding persons.

7.02 It is understood that the within provisions will not be exercised in a manner inconsistent with other provisions of this Agreement.

ARTICLE 8 - UNION SECURITY

8.01 It is agreed that all existing members of the Union, and all new employees in the bargaining unit who have completed their probationary period, as a condition of continuing employment, must become and remain members in good standing of the Union. Employees shall, during their probationary period, pay the equivalent of Union dues. Employees not members of the Union shall, as a condition of employment, pay the equivalent Union dues.

8.02 The Employer agrees to deduct through payroll deduction an amount equivalent to the monthly dues and initiation fees uniformly levied upon all members in accordance with the constitution and by-laws of the Union. Such deductions will be made from each pay period in the month for all employees. The amount of such dues and initiation fees shall be as stated in writing to the Employer by the treasurer of the Union from time to time. The amount so deducted shall be remitted by the Employer to the treasurer of the Union before the 15th day of the month following the month in which the deductions were made.

8.03 The Employer shall, when remitting such sums, provide the Union with the address of new employees on the first deduction along with those employees added to or deleted from the preceding month's list accompanied by the reason for the change in each case.

8.04 The Union agrees to indemnify and save harmless the Employer from any and all actions or causes of action by employees or persons claiming on their behalf and relating to the deductions of dues as aforesaid.

8.05 The Employer shall designate temporary employees and summer employees when hired and when requested shall estimate the duration of hiring, which shall not exceed four (4) months unless otherwise mutually agreed upon by the parties. Save as herein excepted, temporary employees shall have all of the benefits of this Agreement while employed.

8.06 a) Temporary employees shall not be required to become members of the Union however, such employees shall be required to pay the equivalent of union dues during the period of their employment.

b) The parties agree that the provisions or benefits of this Agreement will not apply to summer employees. Summer employees as defined by Article 3.04 shall not be considered to be bargaining unit employees, shall not be required to become members of the Union and shall have no obligation to pay union dues or the equivalent thereof.

8.07 The parties agree that the provisions or benefits of this Agreement will not apply to special funding persons. Special funding persons shall not be considered to be bargaining unit employees, shall not be required to become members of the Union, and shall have no obligation to pay Union dues or the equivalent thereof.

8.08 The Employer agrees that there will be no reduction of work or lay-off of bargaining unit employees as a result of the hiring of special funding persons.

8.09 The Employer agrees to include the annual total of dues deducted on each employees T4 slip.

8.10 The Employer agrees that a half (½) hour will be provided to a member of the Union, for the purpose of providing and explaining the terms and conditions of this Agreement on

orientation day and/or during the probationary period. The Employer shall notify the Union of the details of the Union interview in advance of the orientation day..

8.11 The Employer agrees to provide to the Union within five (5) days of date of hiring, the name of any new employee and the classification for which such employee is hired.

ARTICLE 9 - UNION REPRESENTATION

9.01 Except where expressly allowed under this Agreement, the Union will not engage in Union activities on the premises of the Employer during working hours, or holding meetings at any time on the premises of the Employer, without the permission of the Chief Executive Officer or his representative.

9.02 The Employer agrees to recognize the following Union Committees:

- a)** A negotiating committee which shall consist of not more than three (3) committee members selected by the Union. The purpose of this committee is to meet with the Employer to deal with negotiations.
- b)** A Labour Management Committee which shall consist of not more than two (2) members selected by the Union, one (1) of whom shall be a Union Steward and/or the Vice-President. The purpose of the Labour Management Committee is to meet with the Employer pursuant to Article 9.06.
- c)** A grievance committee of three (3) members selected by the Union, one (1) of whom shall be a union steward and/or the Vice-President.

The purpose of the Grievance Committee is to enquire into complaints and concerns of employees and meet with the employees and the Employer to deal with grievances and arbitration procedures.

- d)** Up to three (3) stewards and the Vice-President of the bargaining unit selected by the Union.

e) The Union will advise the Employer in writing of the names of the members on the committees referred to above, including any changes to the list.

9.03 It is understood that no more than one (1) representative from any one service area will be on any Union committee, unless mutually agreed otherwise.

It is agreed that service areas are defined as follows: early childhood services, clinical and technical speciality services, school age/adolescent services, community relations, financial and computer resources, human and facility resources, autism services, research and community and clinical information resources.

Notwithstanding the above, it is understood that there will be no more than two (2) stewards from autism services.

9.04 It is understood that in dealing with grievances and disciplinary matters, the Employer will meet with a Grievance Committee.

9.05 The Union acknowledges that the members of the Union Committees have regular duties to perform on behalf of the Employer and that such employees will not leave their regular duties without notifying and obtaining the permission of her/his Manager. Permission from the Manager shall not be unreasonably withheld. In accordance with this understanding, such employee shall not suffer any loss of pay while negotiating the Agreement or dealing with grievances, or conciliation during collective bargaining. This does not apply to time spent on such matters outside of regular working hours.

9.06 The Labour Management Committee and the Employer shall meet each month at times mutually agreed upon providing there is business for their joint consideration. Necessity for any meeting will be indicated by either party to the other party containing an agenda of the subjects to be discussed.

9.07. The Employer agrees that a staff representative of the Union may attend any committee meeting, provided prior arrangements are made with the Employer, and if so requested by the Local.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 It is the mutual desire of the parties hereto, that complaints of employees shall be dealt with as quickly as possible and it is understood that an employee has no formal grievance until the complaint has been referred to his or her immediate supervisor with whom it shall be discussed within five (5) working days after the employee became or reasonably should have become aware of the circumstances giving rise to the complaint.

10.02 The immediate supervisor shall give a decision to the employee's complaint within five (5) working days and failing settlement, the complaint shall then become a grievance to be dealt with in the following manner and sequence:

Step No. 1

Within three (3) working days after the decision is given by the immediate supervisor, and failing settlement of the complaint, the grievance may be submitted by the Union in writing, signed by the employee, to the Manager, Human Resources. The decision of the Manager, Human Resources shall be given in writing within ten (10) working days after its presentation.

Step No. 2

Within three (3) working days after the decision is given at Step No. 1, and failing settlement of the grievance, the grievance may be submitted to the Chief Executive Officer for consideration at a meeting with the Union to be held within ten (10) working days following presentation of the grievance at this step. The decision of the Chief Executive Officer or designate will be given in writing within five (5) working days following such meeting.

10.03 Where two (2) or more employees have the same grievances, the Union may process the grievances as one grievance subject to all applicable provisions under the grievance procedure.

10.04 Failing settlement under the foregoing procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference or question may be submitted to arbitration as hereinafter provided and if no request for arbitration is made within fifteen (15) working days after the decision under Step No.2 is given, the grievance shall be deemed to have been abandoned.

10.05 Any time limits referred to in the grievance and arbitration procedures within which any action is required to be taken or notice to be given, shall be calculated exclusive of Saturdays, Sundays and paid holidays, and for the aggrieved employee, his or her scheduled days off. In addition, any stipulated time limits may be extended by either party if requested and such extension will not be unreasonably withheld.

ARTICLE 11 - DISCHARGE AND SUSPENSION

- 11.01 a)** At the time a suspension or discharge is imposed, an employee is entitled to be represented by her or his Union representative. The Employer shall notify the employee of this right in advance.
- b)** Where the Employer schedules a suspension or discharge meeting with an employee, the Employer shall provide reasonable notice of such meeting to the employee and the Union.
- c)** When an employee is suspended from work pending investigation, the employee shall receive full pay and benefits, until such time as the investigation is complete and the results have been disclosed.
- d)** The Employer shall provide a copy of suspension and discharge letters to the Union.

11.02 A claim by an employee that she or he has been unjustly suspended or discharged shall be treated as a grievance commencing at Step No. 2 of the grievance procedure if a written statement of such grievance, signed by the employee is lodged by the Grievance

Committee within five (5) working days after the employee has received his or her discharge or suspension.

11.03 Such grievance may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with or without compensation or in such manner as is deemed just and equitable in the opinion of the conferring parties or arbitration board. Such compensation, however, shall not exceed the amount which the employee would have normally earned.

ARTICLE 12 - POLICY GRIEVANCE

12.01 Any difference arising directly between the Employer and the Union involving the interpretation or alleged violation of this Agreement and which could not be the subject of a grievance by an individual employee may be submitted in writing by either party and dealt with as a grievance in the following manner.

12.02 In the case of such grievance by the Union, it shall be treated as a grievance commencing at Step No. 1 of the grievance procedure. The Chief Executive Officer or his designate shall provide a written answer within five (5) working days after its presentation and within five (5) working days after the receipt of the Chief Executive Officer decision, a the grievance may be processed through Step No.2 of the grievance procedure and may be submitted to arbitration in accordance with the arbitration provisions of this Agreement.

12.03 In the case of such grievance by the Employer, it is submitted to the Grievance Committee with a copy to the Union representative, who shall convene a meeting within ten (10) days of presentation, and which committee shall provide a written answer within ten (10) working days after its presentation. Within five (5) working days after the receipt of the decision of the Grievance Committee, the grievance may be submitted to arbitration in accordance with the provisions of this Agreement.

ARTICLE 13 - ARBITRATION

13.01 When either party requests that any matter be submitted to Arbitration as hereinbefore provided the request shall be in writing and shall contain the name of the

Party's nominee to the Board of Arbitration. Within ten (10) days after the receipt of such a request the other party shall nominate its nominee to the Board of Arbitration and give notice thereof to the other party.

13.02 If within five (5) days thereafter the two (2) persons so appointed cannot agree upon the name of a third arbitrator to act as Chairperson of the Board of Arbitration, a request shall be addressed to the Ministry of Labour of Ontario and he shall appoint the third Arbitrator. Each of the parties shall pay the expense of its own nominee and one-half of the fees and expenses of the Chairperson.

13.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

13.04 No matter may be submitted to Arbitration which has not been properly carried through all the previous steps of the Grievance Procedure.

13.05 In no event shall the Board of Arbitration have the power to change this Agreement or alter, modify or amend of its provisions. However, the Board of Arbitration shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, is necessary for the decision to be just and equitable.

13.06 Proceeding before the Arbitration Board will be expedited by the parties hereto and the decision of the majority of the Arbitration Board shall be the decision of the Board; provided that if there is no majority, the decision of the chairperson shall govern and the decision will be accepted as final and binding by the parties.

13.07 At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitration Board to have access to any part of the premises of the Employer to view any working conditions which may be relevant to the settlement of the grievance.

13.08 The parties expressly acknowledge the application of the *Labour Relations Act* and specifically its application upon request of either party hereto, to the Arbitration Procedure.

ARTICLE 14 - SENIORITY

14.01 a) Seniority for a full-time employee, who is retained after their probationary period shall be based on their most recent date of hire.

b) Seniority for a part-time employee and for an employee who works less than full-time hours but more than twenty four (24) hours per week, who is retained after their probationary period shall be based on hours paid, from their most recent date of hire.

c) Nineteen hundred and fifty (1950) hours shall equal one (1) year of seniority.

14.02 a) A seniority list of employees as at January 1st and June 1st of each year, according to the pay records of the Employer, that immediately follows the January and June 1st dates, will be provided to the Union on or before February 1st and July 1st respectively.

b) The seniority list for all employees shall be expressed in years of seniority on the basis of nineteen hundred and fifty (1950) hours equals one (1) year of seniority.

c) An updated seniority list shall be posted on or before February 1st and July 1st of each year.

14.03 Probationary Period

a) A new employee shall be on probation for three (3) continuous months\four hundred and eighty seven and one half (487.50) hours worked. The probationary period may be extended by the Employer on reasonable grounds for a further period not to exceed three (3) months. The Union shall be advised accordingly.

An employee who completes the probationary period shall have their name placed on the seniority list as of their most recent date of hire.

- b)** The discharge of a probationary employee shall be in the sole discretion of the Employer.

14.04 An employee who is transferred to a position outside of the bargaining unit for a period of not more than twelve (12) months shall retain, but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit, within the twelve (12) months, the employee shall be credited with seniority held at the time of transfer and resume accumulation from the date of return to the bargaining unit.

In the event that an employee is transferred to a position outside of the bargaining unit for a period in excess of twelve (12) months, the employee will lose all seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, the employee's seniority will accrue from the date of return to the bargaining unit.

14.05 Temporary employees shall be considered on probation until they have completed sixty (60) full days worked or four hundred and eighty seven hours and one half (487.5) hours worked within any calendar year. It is further agreed that work to be assigned to temporary employees shall be, as far as practical and possible, on an equal basis.

14.06 Loss of Seniority - An employee shall lose all seniority and shall be deemed to have terminated his or her employment if he or she:

- (a)** voluntarily leaves the employ of the Employer or is retired;
- (b)** is discharged and is not reinstated through the grievance or arbitration procedure;
- (c)** is laid off for a period of more than thirty (30) months;

- (d) is absent from work without leave of absence being granted, or without a satisfactory explanation being given, for an absence of five (5) consecutive working days;
- (e) fails to notify the Employer of his or her intention to return to work within seven (7) calendar days after being notified by registered mail to do so. The notice shall be deemed to have been received on the second day following the date of mailing.

14.07 It is understood and agreed that temporary and summer employees will not acquire or accumulate seniority and that the seniority provisions contained herein do not apply to summer or temporary employees provided, however, that if a temporary employee is hired to a full-time or part-time position at the end of the temporary assignment, without a break in service, then such temporary employee's name shall be placed on the appropriate seniority list and his seniority shall backdate to the date of hiring in the temporary position.

14.08 An employee's full seniority and service shall be retained in the event that the employee is transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for full service and seniority on the basis of nineteen hundred and fifty (1950) hours worked for each year of full-time seniority or service. An employee whose status is changed from part-time to full-time shall receive credit for full seniority and service on the basis of one (1) year of seniority or service for each nineteen hundred and fifty (1950) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

ARTICLE 15 - JOB POSTING, PROMOTION AND TRANSFER

15.01 a) Where the Employer creates a new position within the bargaining unit or is filling a vacant position, the Employer shall post a notice thereof on the bulletin boards for a period of five (5) working days. The posting shall set out the job title, wage rate, (grade level) the qualifications and a brief summary of the job. Members of the bargaining unit may apply for such opening during the posting period. The Employer shall consider all such applications and reach its decision in accordance with the provisions of 15.03 of this Agreement. Should no applicant be considered

suitable, or if there are no applications, the Employer may fill the vacancy in such manner as it sees fit. It is understood that any such opening may be filled by the Employer on a temporary basis during the course of this procedure.

Any employee who applied for any vacancy as posted in accordance with this section and who is not granted the position shall be so notified in writing with a copy to the Union. If requested by the employee, the Employer shall provide written or oral reasons why the employee was not granted the position.

- b)** The Employer will endeavour to appoint an employee selected to fill a vacancy position as soon as possible, after being notified that they are the successful candidate for the position. Where the employee will be receiving a higher rate of pay, such rate of pay shall be implemented no later than four (4) weeks after being notified that they were the successful candidate for the position.
- c)** A copy of all job postings shall be provided to the Union at the time of posting.
- d)** The Employer shall post on the Union bulletin board the name of the successful applicant to each position within two (2) weeks of the acceptance of the successful applicant.

15.02 It is understood that temporary vacancies, the duration of which is not expected to exceed three (3) months, or absences due to pregnancy, parental, leaves of absences or replacing employees who are absent from work due to illness, accident or vacation, which are expected to be filled by temporary employees will not be posted.

It is further agreed that when an employee is on lay-off and capable of doing the work without extensive training, such employee shall be recalled to fill the temporary vacancy prior to any temporary employee and such employee shall be credited with seniority for the period of the temporary assignment.

15.03 Promotions, Demotions and Transfers - In making promotions, demotions or transfers within the Bargaining Unit, the decision will be based on skill, ability and experience and when those factors are relatively equal, seniority shall govern.

15.04 An employee selected to fill a vacancy shall be entitled to up to a three (3) month trial\training period. Where an employee has been selected for a vacancy in accordance with Article 15.03 and it is subsequently determined that s\he can not satisfactorily perform the job or the employee wishes to return to their former position and salary, s\he shall be returned to his\her former position and salary without loss of seniority or salary within the three (3) month trial\training period. Any other employee promoted or transferred because of the re-arrangement of the position shall also be returned to her\his former position and salary without loss of seniority.

15.05 An employee who successfully applies for a vacancy and completes the three (3) month period referred to in Article 15.04, shall not be eligible to apply for a posted vacancy for a period of nine (9) months from the date of her\his selection.

15.06 An employee selected to fill a vacancy, upon providing to the Employer two (2) weeks notice, may return to his\her former classification at any time, up to the end of the training period referred to in Article 15.04 without loss of seniority and at the previous rate of salary paid for that classification on the date of return. Any other employee promoted or transferred because of the re-arrangement of the position shall be returned to his\her position and salary without loss of seniority. Any vacancy arising from this arrangement or procedure may be filled by the Employer without further posting.

ARTICLE 16 - LAY OFF AND RECALL

16.01 a) A lay off shall be defined as a reduction in the workforce, a reduction in the hours of work, or the elimination of a position filled by an incumbent, and initiated by the Employer.

Probationary employees shall be laid off first.

b) In the event of a lay off, an employee(s) shall be entitled to:

- i) Displace another employee in the bargaining unit with less seniority in the same or a lower classification provided she has the skill and ability to perform the available work within a suitable orientation period.
 - ii) Accept the lay off and be placed on the recall list for thirty (30) months.
 - iii) Accept the lay off, and receive severance pay in accordance with the ***Employment Standards Act***, if applicable, waiving recall rights.
- c) The Employer shall provide the Union with the current status and the seniority of all employees in the bargaining unit, in the event of a long-term lay off. The seniority list shall also include the name, and classification of all employees in the bargaining unit.
- d) Employees who receive notice of layoff/bumping must exercise their bumping rights within ten (10) calendar days.
- e) Employees shall be recalled in reverse order of seniority, provided they have the skill and ability to perform the available work, with a suitable orientation.
- f) All full-time and part-time employees shall be recalled from lay off before any new employee is hired, provided they have the skill and ability to perform the available work with a suitable orientation.
- g) The job posting provisions take precedence over any recall rights that employees may have under this agreement, unless otherwise provided herein.
- h) Where a vacancy occurs in a position following a lay off hereunder as a result of which an employee has been transferred to another position, the affected employee will be offered the opportunity to return to her or his former position providing such vacancy occurs within six (6) months of the date of layoff. Where the employee returns to her or his former position there shall be no obligation to consider the vacancy under Article 15.01.

- i) The Employer will inform employees on the recall list of vacant positions provided the laid off employee informs the Employer of her address and telephone number.

16.02 Employees re-engaged under this provision shall be credited with their seniority up to the date of lay-off and shall not accumulate seniority during the period of lay-off.

16.03 An employee entitled to be recalled shall be notified by registered mail to his or her last known address on record with the Employer and shall have seven (7) days to indicate in writing whether he or she will return to his or her job. This notice shall be deemed to have been received on the second day following the day of mailing. An employee who fails to notify the Employer as aforesaid, shall be deemed to have terminated his or her employment with the Employer.

16.04 (a) The Employer shall provide the Union and the employee(s) with reasonable notice of a short-term lay off, which shall be defined as less than thirteen (13) weeks.

b) The Employer shall provide the Union and the employee(s) with one hundred and fifty (150) days notice of a permanent long -term lay off, which shall be defined as being in excess of thirteen (13) weeks

c) Where a proposed lay off results in the subsequent displacement of any member of the bargaining unit, the original notice to the Union shall be considered notice to the Union and all employees affected by any subsequent lay off(s).

d) The Employer shall meet with the Union to discuss the following:

1. The reasons causing the lay off;
2. The service which the Employer will undertake after the lay off;
3. The method of implementation including the areas of cutback and the employees to be laid off; and,
4. The anticipated duration of the lay off.

- e) An employee shall be entitled to have Union representation at the time of being issued a notice of lay off and when exercising their bumping rights.

16.05 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification at the step which most closely resembles her current rate of pay without resulting in an increase.

ARTICLE 17 - REORGANIZATION AND MERGER

17.01 In the event of reorganization of the Employer or in the event of the Employer with any other medical Centre which will result in reduction of employment, the Employer undertakes to discuss with the Union practical means of minimizing such reduction. All efforts will be made so that reduction of personnel be done through attrition when possible and practical. It is understood that any final decision rests solely with the Employer after the above-mentioned commitment has been met.

ARTICLE 18 - TECHNOLOGICAL CHANGE

18.01 The Employer undertakes to notify the Union at least sixty (60) days in advance of the introduction of any technological change or advanced equipment that the Employer has decided to introduce which will result in the reduction of employment. The Employer agrees to discuss with the Union the effect of such technological change and/or the introduction of advanced equipment and agrees to consider practical ways and means of minimizing the effect upon the Employees including appropriate training programmes. Any resulting reduction of employment should be accomplished through attrition where possible and practical. The Union agrees that the final decision with respect to any matter referred to in this section shall rest solely with the Employer.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 The Employer will grant leave of absence without pay aggregating not more than ten (10) working days per calendar year for the bargaining unit, to employees selected by the Union to attend Union conferences, seminars or training courses, provided that not more than one (1) representative be chosen from a service area, and provided that further,

the Employer shall not be required to consider the request for such leave in respect of more than two (2) employees at one time, it being also understood that requests for such leaves are to be submitted in writing to the Chief Executive Officer or designate at least fourteen (14) working days prior to the commencement of the function for which the leave is requested, and shall state the particulars thereof. Permission for such leave is contingent upon the Chief Executive Officer or his designate, being satisfied that the efficient operation of the Employer can be maintained during the employee's absence. Such permission shall not be unreasonably withheld.

19.02 Educational Development Support - an employee may be granted leave of absence for attendance at approved institutes, seminars and conferences in keeping with the duties or professional responsibilities of the employee. Such leave is at the discretion of the Employer.

19.03 Union Leave - a leave of absence without pay may be granted for a period not exceeding three (3) months during the life of this Agreement to one (1) employee for the purpose of assuming full time employment with the Union provided the Employer shall not be obligated to renew any such leave, and provided the efficient operation of the Centre can be maintained during such absence.

19.04 A Pregnancy Leave

- 1) Pregnancy Leave shall be granted in accordance with the ***Employment Standards Act*** for a period of seventeen (17) weeks, except where amended in this Article.
- 2) The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- 3) Seniority and service shall accrue for all purposes under the collective agreement, while an employee is on pregnancy\parental leave.

19.04 B Parental Leave

- 1) An employee who becomes a parent of a child or the coming of the child into the employees custody, care and control for the first time is eligible to take a parental leave in accordance with the *Employment Standards Act*, except as amended in this Article.
- 2) Parental leave shall be granted for up to thirty five (35) weeks in duration (thirty seven (37) weeks when pregnancy is not taken) in accordance with the *Employment Standards Act*.
- 3) The employee shall be reinstated to her or his former position, unless that position has been discontinued, in which case she shall be given a comparable job.

19.04 C The Employer agrees to provide a supplementary pregnancy leave plan for fifteen percent (15%) of earnings to a maximum of eighty four percent (84%) of Unemployment Insurance Commission insurable earnings by topping up the employment insurance payments for up to fifteen (15) weeks for either pregnancy or parental leave.

19.04 D Employee Benefits

The Employer shall continue to pay its share of the premiums for benefit plans for employees for a period of seventeen (17) weeks while an employee is on pregnancy leave and for a period of thirty five (35) or thirty seven (37) weeks while an employee is on parental leave.

An employee who elects to participate in the benefit plans during pregnancy or parental leave shall pay to the Employer his or her share of the premium. Such monies may be deducted from the employees SUB plan or by postdated cheques, upon agreement of the employee and the Employer.

19.05 Bereavement Leave - In the event of the death of an employee's spouse, mother, father, brother, sister, son, daughter, grandparent, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law or son-in-law, aunt, uncle, niece and nephew the employee may be granted up to five (5) days leave of absence without loss of pay, for scheduled days not including the date of death, which leave may be taken before or within five (5) business days following the date of death.

For the death of a person whose relationship is not defined above, the impact of which is comparable to that of an immediate family, the employee may be granted up to five (5) days in accordance with the above provision.

"Spouse" for the purposes of bereavement leave will include a partner of the same sex and common-in-law relationships.

Any additional time off under this Article to deal with special circumstances shall not be unreasonably withheld by the Employer, and shall be treated as unpaid leave of absence.

19.06 Jury and Witness Duty

An employee serving as a juror or who has been subpoenaed as a witness, will receive his/her regular pay for the lost time serving in one of those capacities, provided he or she:

- a) notifies the Employer immediately upon her notification that she will be required to attend court;
- b) presents proof of service requiring his or her attendance;
- c) promptly pays the Employer any amount received from the Court or as witness fees for such services (other than expenses) for such service.

In the event that the court proceedings terminate during the first half of the employee's shift, the employee shall promptly return to work.

19.07 a) When an employee is granted a leave of absence without pay for any reason, for a period of more than thirty (30) days, the employee shall not accumulate service for the purposes of vacation entitlement and sick leave benefits for the period of the absence exceeding thirty (30) days.

When an employee is laid off, for a period of more than thirty (30) days, the employee shall not accumulate service for the purposes of vacation entitlement and sick leave benefits for the period of the absence exceeding thirty (30) days.

- b)** When an employee is absent from work due to illness or on Workplace Safety and Insurance benefits for a period in excess of six (6) months, s\he shall not accumulate service for the purposes of vacation entitlement and sick leave benefits for the period of absence in excess of six (6) months.
- c)** Seniority shall accrue if an employee's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.
- d)** When an employee is on Workplace Safety Insurance benefits for a period in excess of six (6) months such employee will become responsible for full payment of subsidized employee benefits in which s\he is participating for the period of the absence. An employee may arrange with the Employer to prepay the full premium of the subsidized employee benefits for the period in question to ensure coverage.
- e)** The Employer agrees to continue their portion of the premiums for all health and welfare benefits as set out in Article 25, for a period of thirteen (13) weeks for any employee who is laid off. Employees who are on lay off for more than thirteen (13) weeks, may continue to participate in the benefit plans for an additional three (3) months, provided they make arrangements and pay the full premium for the health and welfare benefits, by the first of the month for which the payment is due as a condition for continued participation in the benefit plans, subject to the approval of the benefit carrier.

19.08 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests will be given as far in advance as possible, except in cases of emergencies. A written reply will be given as soon as possible by the Employer. Such leave shall not be unreasonably withheld.

19.09 Whenever possible, employees shall schedule doctor, dental and health related appointments outside regular working hours. In the event that it is not possible to schedule appointments outside regular working hours, or in the event of a family emergency, the employee with the consent of the Manager, which consent shall not be unreasonably withheld, may obtain an unpaid leave of absence or adjust their hours of work so as to be able to schedule the necessary time off.

19.10 Quarantine Leave

Where a public health agency requires an employee to be quarantined as a result of her carrying out her duties for the Employer and the employee is not entitled to benefits for loss of earnings under the ***Workplace Safety and Insurance Act***, or the short-term sick leave plan, the employee shall be entitled to a paid leave of absence for the period of the quarantine as required by the public health agency. The employee if requested shall be required to provide verification of the quarantine.

19.11 Family Medical Leave

An employee will be entitled to an unpaid Family Medical Leave in accordance with the provisions of the ***Employment Standards Act***. Such leave may be granted for up to eight (8) weeks within a twenty six (26) week period to provide care or support to a family member (as defined in the ***Employment Standards Act***), who is at risk of dying within that twenty six (26) week period in accordance with Section 49.1 of the Act. An employee on Family Medical Leave shall continue to accumulate service and seniority to a maximum of eight (8) weeks. An employee on Family Medical Leave may apply for Compassionate Care Leave benefits in accordance with the ***Employment Insurance Act***.

ARTICLE 20 SICK LEAVE

Short-Term Sick Pay Benefits

20.01 Short-term benefits commence following the completion of three (3) months of service. The amount of sick pay will be administered in accordance with the Centre's short-term policy, present one in effect dated September 1997.

Long Term Disability

Long-term disability benefits are offered to full-time and part-time employees in accordance with the Centre's policy on long-term disability plan and as set forth and agreed to by the Centre and their benefit carrier, present one in effect dated September 1997.

20.02 The Employer will pay a seventy-five percent (75%) prorated portion of the billed premium towards coverage of full-time and part-time employees, regularly scheduled in excess of fifteen (15) hours per week, under the long term disability portion of the Hospitals of Ontario Disability Insurance Program (HOODIP) or an equivalent plan, the said employees paying the balance of the billed premium through payroll deduction.

20.03 Employees shall notify their Manager or designate representative of the Employer as soon as possible on the first (1st) day of illness and each subsequent day of illness, when not available for duty. If an employee is ill for three (3) or more consecutive working days, he or she must report to the Employee Health Services immediately upon return to work and produce a medical certificate acceptable to the Employer.

It is agreed that the Employer may, at its discretion, require an employee to report to the Employee Health Services, or an employee's own physician, where the Employer is concerned about the health and well-being of the employee, clients, patients or co-workers, and produce a medical clearance certificate upon return to work.

20.04 It is understood that these sick-leave benefits do not apply to summer employees or temporary employees.

20.05 When an employee has completed any portion of her\his regularly scheduled shift and reports off work due to illness or an injury compensable under the Workplace Safety Insurance Board Act, the employee shall be paid for the balance of the shift at her\his regular straight time hourly rate.

20.06 The Employer and the Union agree to work together to implement appropriate modified work programs for employees returning to work.

20.07 The Employer may request an employee to provide medical evidence to the Employer for the purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to work. If the Employer requires the employee to obtain a medical certificate, the Employer shall pay the full cost of the certificate.

In the event that the Employer is not satisfied with the medical evidence or information submitted by or on behalf of an employee due to sickness or disability, the Employer and the union shall meet to discuss the need for an independent medical assessment. The Employer and the Union shall agree upon the physician to perform the independent medical assessment.

20.08 An employee who requests Union representation shall be entitled to such representation at any meeting involving a modified work program.

ARTICLE 21 - PAID HOLIDAYS

21.01 a) The following shall be recognized as paid holidays:

New Years Day (January 1st)	Civic Holiday
Good Friday,	Labour Day,
Easter Monday,	Thanksgiving Day
Victoria Day,	Christmas Day, (December 25th)
Canada Day, (July 1 st)	Boxing Day. (December 26th)
Family Day (3 rd Monday in February as legislated)	

- b)** An employee who is a member of a non Christian religion is entitled to observe spiritual or holy days. The employee shall provide the Employer with reasonable notice when requesting time off.

An employee may use accrued time such as overtime or vacation. If the employee has no accrued time, such employee shall be granted an unpaid leave of absence. Such leave of absence shall not be unreasonably denied.

21.02 If any employee within the bargaining unit is scheduled to work on any paid holiday as set out in Article 21.01, he or she may elect either

- (a)** pay at the rate of time and one-half (1 ½) the employee's regular rate of pay for work performed on such holiday, in addition to the employee's regular rate of pay; or
- (b)** pay at the rate of time and one-half (1 1/2) the employee's regular rate of pay for work performed on such holidays, and an alternative day off with pay, within fifteen (15) days prior to or following the holiday. The Employer shall endeavor to grant such day off on such day as is mutually agreed upon between the Program Head and the employee concerned.

21.03 Where any of the paid holidays mentioned in 21.01 fall on or are observed by the Employer on any employee's regular scheduled day off and the employee is not required to work, he or she will receive a pro-rated payment based on the employee's hours worked in lieu thereof.

21.04 If an employee is scheduled to work on a holiday and is unable to work due to sickness, he or she shall receive holiday pay only and not sick pay in addition thereto.

21.05 Where an employee is continually absent without pay for more than thirty (30) days prior to a holiday, and is not to return to work on the next scheduled working day following the holiday, or an employee commences an unpaid leave of absence prior to a holiday, the duration of which is expected to exceed thirty (30) days, he or she does not qualify for holiday pay for that day.

21.06 Notwithstanding Article 21.04 whenever any of the paid holidays mentioned in Article 21.01 fall on a Saturday or Sunday, the immediately preceding or immediately following working day shall be observed as a holiday for the purposes of this Agreement, unless otherwise mutually agreed upon.

21.07 Where a paid holiday falls within an employee's vacation period, the holiday day will not be charged towards the employee's vacation entitlement.

21.08 It is understood that statutory holiday benefits for temporary employees are in accordance with the *Employment Standards Act*.

ARTICLE 22 - VACATIONS

22.01 It shall be the duty of the Employer (Manager) to receive requests for vacation entitlement and arrange suitable dates, taking into account adequate coverage of programs.

- 22.02 a)** An employees vacation entitlement shall be calculated as of their anniversary date.
- b)** Vacation entitlement shall be posted on or before March 1st, of each year.
- c)** Requests for vacation for the period July 1st to August 31st, shall be submitted to the employees immediate supervisor by April 1st of each year. The immediate supervisor shall respond to such request in writing, by May 1st.
- d)** In the event of conflict seniority shall govern.
- e)** Requests for vacation for other periods shall be on a first come first serve basis, and may be granted and taken on mutual consent between the employee and the immediate supervisor, such consent shall not be unreasonably withheld.

22.03 Vacation is accrued from date of hire and can be taken after the completion of the probationary period. Vacation time should be taken in the year it is accrued.

- a)** All full-time employees shall receive vacation with pay based on length of service as follows:
 - i)** Employees who have completed less than one (1) year of continuous service shall be entitled to vacation on the basis of 4.33 hours per bi-weekly pay period,
 - ii)** Employees who have completed one (1) or more years of service shall be entitled to an annual vacation of fifteen (15) working days per year or 4.33 hours per bi-weekly pay period,
 - iii)** Employees who have completed five (5) years or more of service shall be entitled to an annual vacation of twenty (20) working days per year or 5.77 hours per bi-weekly pay period,
 - iv)** Employees who have completed ten (10) or more years of service shall be entitled to an annual vacation of twenty five (25) working days per year or 7.22 hours per bi-weekly pay period.
 - v)** Employees who have completed twenty two (22) or more years of service shall be entitled to an annual vacation of thirty (30) working days per year or 8.66 hours per bi-weekly pay period.
 - vi)** Effective April 1, 2008, employees with thirty (30) or more years of service will be entitled to an annual vacation of thirty five (35) working days per year or 10.10 hours per bi-weekly pay period.
- b)** An employee who leaves the employ of the Employer shall be entitled to receive any unpaid vacation pay which has accrued to him\her to the date of

separation. An employee who has completed less than one (1) year of service shall be paid vacation pay calculated at six per cent (6%) of gross salary for the period of vacation earned but not taken.

Employees who have completed one (1) or more years of service shall be paid vacation pay for any vacation earned but not taken at their regular straight time hourly rate.

c) Part-time employees shall receive vacation entitlement in accordance with Article 22.03 above. Service for the purposes of this article shall be as defined in article 3.08.

d) Part-time employees shall be entitled to vacation pay in accordance with Article 22.03 above, pro-rated on the basis of a normal work week.

e) Employees classified as full-time (working more than twenty four (24) hours but less than thirty seven and one half (37.5) hours) will receive vacation pay in accordance with Article 22.03 above, pro-rated on the basis of a normal work week.

22.04 (a) An employee shall be permitted to automatically carry over up to five (5) vacation days without approval. Any additional carryover of vacation time shall be subject to the approval of the manager, which shall not be unreasonably withheld.

An employee requesting to carry over vacation days shall make such request by December 1st of each year.

(b) An employee shall be permitted to borrow up to five (5) days in advance of earned vacation. Any additional vacation time in excess of five (5) vacation days taken in advance of earned vacation shall be subject to the approval of the manager, which shall not be unreasonably withheld. An employee who has taken vacation in advance of earning it and who leaves the employ of the Centre, shall have the appropriate deduction made from their final pay cheque for vacation taken but not earned.

22.05 All normal deductions made from an employee's regular pay will be made from the vacation pay. If an employee so requests at least one (1) week prior to leaving for vacation, an advance will be made against one regular pay distribution during the period of the vacation.

22.06 Temporary employees shall receive an amount in lieu of vacation equal to six percent (6%) of regular salary earned which entitlement shall be paid with the said employee's regular pay.

22.07 All full-time employees will be entitled to accrue vacation entitlement as outlined herein, provided that they are not absent from work due to illness for more than three (3) months.

22.08 For the purposes of vacation entitlement, service for employees shall mean combined service as a part-time and full-time employee and accumulated on a continuous basis. For the purpose of this Article nineteen hundred and fifty hours (1950) of part-time service equals one (1) year of full-time service and vice versa.

22.09 a) Where an employee's scheduled vacation is interrupted due to serious illness which either commenced prior to, or during the vacation period, the period of illness will be considered sick leave. Serious illness is defined as prescribed medical care and/or treatments resulting in either hospitalization or being confined to bed rest for more than two (2) days. An employee will be required to submit a medical certificate.

The portion of the employee's vacation which is deemed to be sick leave under the agreement, will not be counted against the employee's vacation credits.

b) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.05 above.

The portion of the employee's vacation which is deemed to be bereavement leave under the agreement, will not be counted against the employee's vacation credits.

An employee may be required to provide documentation to substantiate the request.

- c) Where an employee's scheduled vacation is interrupted due to illness or bereavement as set out in Article 22.09 a) and b) above, the employee will notify her/his manager within a reasonable period of time of the illness or bereavement.

ARTICLE 23 - HOURS OF WORK

23.01 The work week for all employees shall be Monday through Friday of each week.

The normal hours of work shall be seven and one half (7.5) hours per day, thirty seven and one half (37.5) hours per week, exclusive of a half (½) hour unpaid meal break.

- A. Business Accountant, Research Officer, Coordinator Intake, Resource Coordinator, Program Assistant, Therapy Assistant, Therapy Assistant/Communicative Disorders Assistant, Administrative Assistant, Clinic Assistant, Bookkeeper, Centre-Wide Program Coordinator, Accounting Clerk, Computer Support Technician, Data Entry/Billing Clerk and Data Entry/File Clerk
Shall be scheduled for work between the hours of 8:30 a.m. to 4:30 p.m.

- B. Cleaning staff, Upholsterer, Workshop Technician, Cook, Peer Mentor, Receptionist, Instructor Therapist, Lead Instructor Therapist.
Shall be scheduled for work between the hours of 7:30 a.m. to 11 p.m.

Systems Administrator
Coordinator Volunteer Services
Coordinator Facility Resources\
Community Relations Officer
Community Relations Assistant and
Coordinator Kids on the Block

- C. Part-time employees shall be scheduled for work between the hours of 7:30 a.m. to 11 p.m.
- D. Employees may be permitted to work flexible hours if agreed to by their Manager. Flexible hours are as set out below:

7:30 a.m. - 3:30 p.m.
8:00 a.m - 4:00 p.m.
9:00 a.m. - 5:00 p.m.
9:30 a.m. - 5:30 p.m.

23.02 Each employee will be allowed one (1) fifteen (15) minute relief period in each half of the full shift without deduction in pay.

23.03 The Union and the employees shall be advised not less than three (3) weeks in advance of any general change in the working hours of the Employer.

23.04 Weekend Premium

An employee who works between 2400 hours Friday and 2400 hours Sunday shall be paid a weekend premium of one dollar and five cents (\$1.05) for each hour worked.

If overtime is being paid, weekend premium does not apply.

23.05 Shift Premium

An employee shall receive a shift premium of one dollar (\$1.00) per hour for each hour worked after 6:00 p.m.

If overtime is being paid, shift premium does not apply.

ARTICLE 24 - OVERTIME

24.01 An employee shall receive payment at the rate of time and one half (1 1/2) for all authorized hours worked in excess of his or her regular daily schedule of hours and on Saturday and Sunday. The employee shall have the option of selecting time off or money at the rate of time and one half (1 1/2) their regular straight time hourly rate. Where an employee chooses time off, such time off shall be scheduled at time mutually agreed to by the employee and the manager.

24.02 The Employer will not provide overtime to an employee covered by this agreement within a program where a lay-off is in effect save and except where incidental overtime is necessary for the efficient operation by the Employer, and provided the employee on lay-off is fully capable of doing the required work without extensive training.

24.03 For the purposes of clarifying Article 23.01, the parties hereto agree to the following:

- (a)** Subject to staffing requirements and by mutual consent, the employees may take compensation time off in lieu of pay for authorized hours worked in excess of the normal hours of work at the rate of one and one-half (1 1/2) hours for each hour of work, provided the employees have otherwise qualified for overtime payment in respect of such hours. Staffing requirements will remain the decision of the Program Head or Supervisor.
- (b)** The Employer, upon twenty-four (24) hours notice, may assign temporary assignments to part-time employees over and above their regularly scheduled work and such temporary assignments will not:

- (i) result in payment of overtime, unless the time exceeds seven and one half (7 ½) hours in a day;
- (ii) effect the said employee's part-time status.

24.04 Where an employee is required to work overtime such overtime shall be offered to the employees in the same service area, on the following basis: full-time, part-time and temporary employees based on rotating seniority, provided the employee has the ability and qualifications to perform the available work.

Where no employee is available to work overtime in the service area, where the overtime occurs, the work shall then be offered to other employees on the following basis: full-time, part-time and temporary employees based on rotating seniority, provided the employee has the ability and qualifications to perform the available work.

ARTICLE 25 - HEALTH AND WELFARE

25.01 The present pension plan shall be maintained for the life of this Agreement.

25.02 The Employer will pay one hundred percent (100%) of the group life insurance policy premium providing benefits equal to two (2) times the employee's annual salary to all its full-time employees. The Employer will pay a one hundred percent (100%) prorated portion of the group life insurance policy premium providing benefits equal to two (2) times the employee's annual salary to all its part-time employees. This benefit is not available and does not apply to students or temporary employees.

25.03 The Employer will pay one hundred per cent (100%) of the current provincial Health Care Tax Levy.

25.04 The Employer will pay one hundred percent (100%) of the present extended health and welfare and semi-private plan premium for all full-time employees. The Employer will pay a one hundred percent (100%) prorated portion of the present extended health and welfare and semi-private plan premium for all part-time employees. This benefit is not available and does not apply to summer or temporary employees.

This extended health and welfare plan will include a vision care package with a maximum of two hundred dollars (\$200.00) for each two-year period, including contact lenses, laser eye surgery, and in addition shall provide for reasonable and customary charges for one (1) eye examination every two (2) years and hearing aides four hundred dollars (\$400.00) every sixty (60) months.

25.05 The Employer will pay seventy-five percent (75%) of the dental plan premium for all full-time employees enrolled in the plan and a seventy-five percent (75%) prorated portion of the dental plan premium for all part-time employees enrolled in the plan in accordance with its provisions, the said employees paying the balance of the billed premium through payroll deduction. The dental plan is on the current O.D.A. Schedule, maximum one thousand dollars (\$1,000.00) per insured person, per calendar year. No deductible.

25.06 An employee, may waive coverage to the Extended Health and Dental benefits set forth in Articles 25.02, 25.04 and 25.05 herein provided the employee has comparable coverage under another plan. Any employee so electing will not receive or be entitled to receive an allowance in lieu of benefits.

25.07 Effective upon ratification, temporary employees shall receive an allowance of ten per cent (10%) per hour in lieu of benefits, which allowance shall be separate and distinct from their regular rate of pay.

25.08 The Employer may substitute another carrier for any of the foregoing plans (other than OHIP) provided that the overall level of benefits conferred thereby are not substantially decreased. The Employer will provide the Union with at least sixty (60) days notice of any change in carrier.

25.09 The Employer shall provide each employee with information booklets outlining all current provisions in the benefits plans. These booklets shall also be provided to the Union.

25.10 All provisions of this agreement referring to spousal benefits shall apply to common-law and same sex partners.

ARTICLE 26 - WAGE SCHEDULE

26.01 Wages shall be set forth in Appendix "A" to this Agreement.

26.02 Where a new classification, which is covered by this Agreement, is established by the Employer and no rate for such classification is provided in the Agreement, the Employer will determine the rate of pay for such new classification and notify the Union. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) working days after receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate is given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in this Agreement within fifteen (15) working days off such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with other classifications within the Employer's undertaking and operation, having regard to the requirement of such classifications

26.03 (a) An employee who is promoted to a higher rated classification within the bargaining unit, shall be placed on the salary grid such that they will receive an increase in pay. The employee shall retain her\his anniversary date for purposes of progression on the salary grid.

(b) A full-time employee and a temporary employee working full-time hours will be advanced from her\his present level on the salary grid, nineteen hundred and fifty (1950) hours after s\he was last advanced on her\his anniversary date.

A part-time employee and a temporary employee working part-time hours will be advanced from his\her present level on the salary grid, after obtaining one (1) years' service credit, calculated in accordance with Article 14.08.

26.04 Where an employee is assigned to perform the full duties and responsibilities of a higher paid classification and does perform such duties and responsibilities for one (1) full shift or more, the employee shall receive the lowest grid level of the higher classification which will result in an increase in pay.

26.05 A part-time employee whose status is altered to full-time will assume her/his same level on the salary grid. A full-time employee whose status is altered to part-time will assume her/his same level on the salary grid. In addition an employee who is so transferred will be given credit for service accumulation since the date of last advancement, on the salary grid.

26.06 a) An employee working in two (2) or more positions in the same salary band shall have all hours worked recognized for the purposes of progression on the salary grid.

b) An employee working in two (2) or more positions in different salary bands shall accumulate their hours worked in each of the different salary bands for the purposes of progression on the salary grid, and shall advance on the salary grid after each nineteen hundred and fifty (1950) hours worked in each salary band.

c) An employee working in two (2) or more positions in different salary bands and who leaves one (1) position, shall have all hours recognized from both salary bands, for the purposes of progression on the salary grid.

26.07 The employees shall be paid every second Thursday by direct deposit for the preceding pay period which ends on the Saturday before pay day. Pay stubs will be available from the Employer before noon and will include an itemized statement of earnings and deductions.

In the event the Employer changes the regular pay day, the Employer shall provide the Union with at least sixty (60) days written notice of the change.

ARTICLE 27 - CALL BACK

27.01 An employee who is called back to perform work after completing his or her regular shift, and having left the Centre property, shall be paid for a minimum of three (3) hours at time and one-half (1 ½). For the purposes of clarity, this article shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift, provided such work is scheduled prior to the expiration of the immediately preceding shift.

ARTICLE 28 - TRAVEL ALLOWANCE AND EXPENSES

28.01 Employees shall be reimbursed for reasonable expenses incurred while on authorized Centre business, including travel, meals & lodging in accordance with the Employer's established policy.

ARTICLE 29 - GENERAL

29.01 The Employer agrees to provide suitable bulletin boards for the Union notices, such notices to be subject to the approval of the Chief Executive Officer or his designate before being posted.

29.02 The Employer and the Union agree to share equally in the cost of preparation of copies of the within Agreement for presentation to all existing and new employees within the Bargaining Unit.

29.03 The Employer agrees to provide the Union within five (5) days of the date of hiring the name of any new employee and classification for such employee including a copy of the employees employment letter, unless the employee notifies the Employer otherwise.

29.04 Prior to affecting any changes in policies which affect employees covered by this Agreement, the Employer will discuss the changes with the Union. Copies will be provided to the Union, upon approval by the Board of Directors.

29.05 Whenever the masculine or feminine gender is used throughout this agreement, it shall be construed as meaning both.

ARTICLE 30 - HEALTH AND SAFETY

30.01 The Joint Health and Safety Committee is an advisory body, composed of representatives from the Union and the Employer. This Committee shall identify potential health and safety problems, stimulate awareness of safety issues and recommend ways to improve health and safety.

The Employer and the Union are committed to improving health and safety conditions in the workplace.

30.02 It is agreed that two (2) members of the Bargaining Unit, to be chosen by the Union, shall be members of the safety committee.

30.03 Meetings shall be held in accordance with the *Occupational Health and Safety Act* or more frequently if required.

30.04 Time spent attending Joint Health and Safety Committee meetings shall be considered paid time in accordance with the *Occupational Health and Safety Act*.

ARTICLE 31 - GENERAL INCREASE - RETROACTIVITY

31.01 The wage rates as set out in Appendix "A" shall take effect as at the 1st day of April, 2009, and shall be in effect through the 31st day of March, 2010.

Article 32 - ACCESS TO FILES

32.01 A copy of any completed evaluation which is to be placed in an employee's file shall first be reviewed with the employee. The employee shall initial the evaluation and shall have an opportunity to add her views to the evaluation before it is placed in her file. It is understood that evaluations do not constitute disciplinary action by the Employer.

32.02 Each employee shall have reasonable access to her personnel file for the purpose of reviewing their contents. An employee wishing to review her personnel file shall make arrangements to do so through Human Resources.


32.03. Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twenty four (24) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for twenty four (24) months.


ARTICLE 33 - DURATION

33.01 This Agreement shall remain in effect for a period of one (1) years until March 31, 2010 and thereafter shall be automatically renewed from year to year unless either party gives written notice to the other within ninety (90) days of expiry date, of their desire to amend the Agreement.


Dated at London, Ontario this 5th, day of February 2010

For COPE



Diane Mayne
Cassie Connell


For the Employer



Janet McLean
Diane Pitts

APPENDIX - A

Effective April 1, 2009

Band Classifications	Level 1	Level 2	Level 3
9 Systems Administrator	\$24.02	\$25.00	\$26.01
8 Coordinator Volunteer Services, Business Accountant	\$23.30	\$24.27	\$25.22
7. Workshop Tech., Community Relations Officer, Systems Support Technican	\$22.61	\$23.52	\$24.44
6 Lead Instructor Therapist, Instructor Therapist, Coordinator Education & Program, Ability Awareness Coordinator, Community Relations Assistant, Computer Support Tech.Computer Support Technician - ACS Therapy Ass't APRS Therapy Ass't ECSAAP/CATSS Therapy Ass't Splint Casting	\$21.77	\$22.64	\$23.52

5	Upholsterer Research Officer Coordinator, Resource Centre Coordinator, Intake Coordinator, Kids on the Block Clinic Ass't, Cleaner\Maintenance Accounting Ass't, Program Ass't Equipment/CCIR,	\$20.98	\$21.86	\$22.75
4	Program Assistant Lifespan Administrative Assistant Payroll Clerk	\$19.88	\$20.91	\$21.93
3	Central Administrative Support Clerk Peer Mentor Bookkeeper Receptionist Accounting Clerk Data Entry\Billing Clerk Data Entry/ File Clerk	\$19.38	\$20.11	\$21.16
2	Cleaner	\$18.71	\$19.54	\$20.36
1		\$18.12	\$18.83	\$19.58
	Student	\$9.50	\$9.50	\$9.50

LETTER OF UNDERSTANDING - #1 - Hours of Work

Between

Canadian Office & Professional Employees' Union, Local 468

And

Thames Valley Children's Centre

The Parties agree that the positions of Clinic Assistants, Community Relations team, Facility Resources team, Computer Resources team, Coordinators, Program Assistants, Peer Mentor, Instructor Therapists, Lead Instructor Therapist, may be required to work evenings or weekends as part of their regular duties. The Employer agrees that they will endeavor to keep evenings and weekend work for these classifications to a minimum.

The work week for these classifications when scheduled to work evenings and weekends may include work being scheduled from Monday to Sunday. A work week shall consist of thirty seven and one-half (37.5) hours. Overtime shall be paid for all hours worked in excess of thirty seven and one-half (37.5) hours, when an employee is scheduled to work evenings or weekends.

All other provisions of the collective agreement shall apply.

This Letter of understanding shall form part of the collective agreement

Dated at London, Ontario this 5th, day of February 2010.

For the Union

For the Employer



Letter of Understanding - Holiday #2 - Holiday Period at Christmas

Between

Canadian Office & Professional Employees' Union, Local 468

And

Thames Valley Children's Centre


Re: Three Day Holiday Period at Christmas

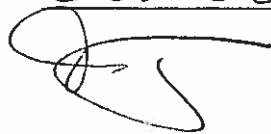
The Employer hereby agrees that the full-time and part-time employees actively at work will receive a three (3) day paid holiday for the year 2009 provided that the Centre will be closed during that three (3) day period.

The full-time staff will be paid for their regularly scheduled hours of work. The part-time staff will be paid on a pro rata basis for their regularly scheduled hours of work for those days.


Dated at London, Ontario this 5th, day of February 2010.

For the Union

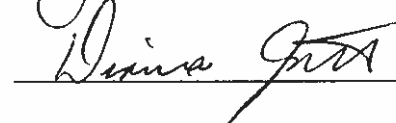


Diane Mays
Carrie Connell


For the Employer



James Malen
Diana J...



Letter of Understanding #3 - Pre-Paid Leave Plan

Between

Canadian Office & Professional Employees' Union, Local 468

And

Thames Valley Children's Centre

1. There shall be a pre-paid leave program funded solely by the employee subject to the following terms and conditions:
2. The plan will provide for a one (1) year leave after the accumulation of salary from the previous four (4) years. There is no waiting period to be eligible for the pre-paid leave. The plan will allow for a one (1) year pre-paid leave. A pre-paid leave shall be twelve (12) consecutive months in length.
3. The pre-paid leave shall be in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, the CCRA regulations and any other applicable regulations.
4. An employee intending to request a pre-paid leave will discuss this with her/his service area director. Following this the employee shall make a written application on the leave of absence form to the service area director at least three (3) months prior to the intended commencement date of the plan.
5. The service area director shall respond within a reasonable period of time, in writing, to the request. Such requests shall not be unreasonably denied.
6. Salary deferral can not be more than 33 1/3% of salary. During the four (4) years of salary deferral, such earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon the withdrawal from the plan. For each year prior to the pre-paid leave, the employee shall be paid their regular salary less the agreed upon amount.
7. An employee may withdraw from the plan at any time during the deferral portion, provided three (3) months' notice is given to the Employer. Deferred salary, plus accrued

interest, if any, will be returned to the employee within a reasonable period of time. In the case of an employee's death, the deferred funds will be paid to the employee's estate.

8. During the year of the leave, seniority will accumulate. Service for the purpose of vacation, salary progression and other benefits shall be retained but will not accumulate during the period of the leave. Full-time and part-time employees shall be responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to HOOOP will be in accordance with the plan. Employees on pre-paid leave will not be eligible for paid sick leave.

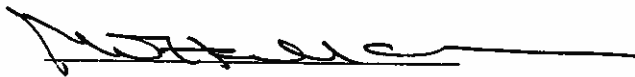
9. Payments will be made to the employees in the pre-paid plan bi-weekly during the leave, starting with the first pay after completion of the deferral period. Payments will be approximately 1\26th of the monies deferred. The pre-paid leave will begin following the completion of the deferral period. However, with the approval of the director, the leave may be delayed up to twelve (12) months. The pre-paid leave will commence no later than five (5) years after the date on which the deferral for the pre-paid leave commenced. An employee will notify the director six (6) months prior to the leave taking place of any deferral.

10. Monies for the pre-paid leave shall be held in a financial institution.

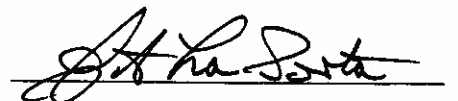
11. The employee shall be reinstated to her former position unless the position has been discontinued, in which case the employee shall be given a comparable position.

Dated at London, Ontario this 5th, day of February 2010.

For the Union



For the Employer



Letter of Understanding: #4 - Re: Care For Others

Between

Canadian Office & Professional Employees' Union, Local 468

And



Thames Valley Children's Centre

The Employer hereby agrees that an employee may be granted up to three (3) days paid leave of absence days for planned or unplanned care to someone who is significant to them, during the term of this collective agreement. Employees should make reasonable efforts to make other arrangements before accessing these care days. Such requests shall not be unreasonably withheld.

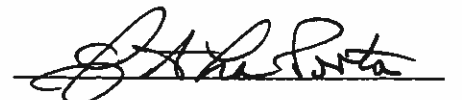
An employee may be granted an additional unpaid leave if required in accordance with Article 19.08 for the purpose of caring for others.

Dated at London, Ontario this 5th, day of February 2010.

For the Union


Diane Mays
Casie Connell


For the Employer


Jud Miller
Heime Judd

Letter of Understanding #5 - Milage Allowance

Between

Canadian Office & Professional Employees' Union, Local 468

And

Thames Valley Children's Centre

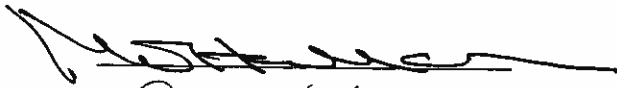
- a) Employees who are required to use their automobiles in the course of their work for the Employer shall be paid a mileage allowance of forty cents (.40) per kilometre.

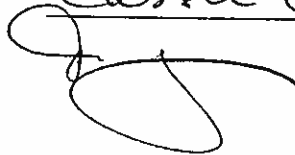
The Employer agrees that the toll and parking reimbursement policy shall apply to all bargaining unit employees for the term of the collective agreement.

- b) For the purposes of claiming milage allowance, an employee shall not count the first twenty (20) kilometres driven at the commencement and end of their scheduled work day.
- c) All employees are responsible for transportation costs in coming to or leaving work. In the event, the Employer changes an employees geographic work assignment, mileage allowance shall be paid to the employee in accordance with b) above.

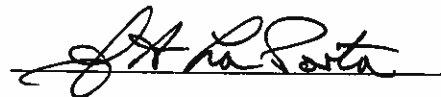
Dated at London, Ontario this 5th, day of February 2010.

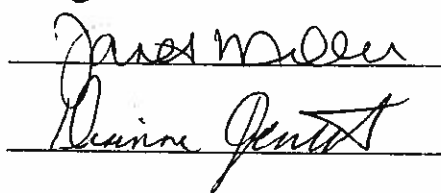
For the Union



Diane Mayne
Cassie Conwell


For the Employer



James Miller


Deanne Jent

Letter of Understanding #6 - Cell Phones

Between

Canadian Office & Professional Employees' Union, Local 468


And


Thames Valley Children's Centre

Effective no later than September 1st, 2008, employees for whom a cell phone is deemed necessary and travel in the course of their employment on behalf of the Employer shall be provided with a cell phone for business purposes only, at no cost to the employee.


Dated at London, Ontario this 5th, day of February 2010.

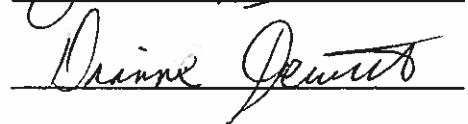
For the Union



Carrie Connell


For the Employer



James Miller


Dianne Jewett

Letter of Understanding #7 - Private Coverage

Between

Canadian Office & Professional Employees' Union, Local 468


And

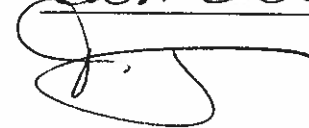
Thames Valley Children's Centre

The Employer agrees to continue to provide employees with private room coverage for the term of this collective agreement.

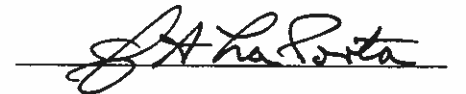
Dated at London, Ontario this 5th, day of February 2010.

For the Union



Diane Mayne
Carrie Connell


For the Employer



Jared Miller
Dianne Jensen

Letter of Understanding #8 - Benefits

Between

Canadian Office & Professional Employees' Union, Local 468

And

Thames Valley Children's Centre

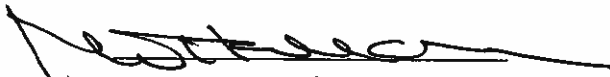
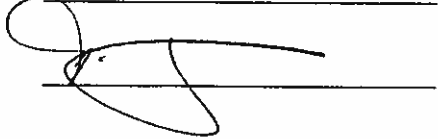
The Employers benefit plan shall include coverage for the following:

1. Physiotherapist unlimited.
2. Speech language pathologist two hundred dollars (\$200.00) per calendar year.
3. Psychologist three hundred dollars (\$300.00) per calendar year.
4. Registered Massage therapist two hundred dollars (\$200.00) per calendar year.
5. Chiropractor, osteopath, naturopath, podiatrist, chiropodist, limited to a combined total of two hundred dollars (\$200.00) per calendar year.

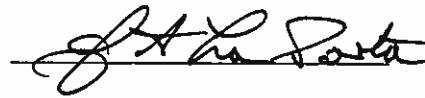

To be eligible the expenses must be medically necessary for the treatment of disease or bodily injury prescribed by a physician.

Dated at London, Ontario this 5th, day of February 2010.

For the Union


Carrie Connell


For the Employer


James Macdonald


Letter of Understanding #9 - Work at Home Agreement

Between

Canadian Office & Professional Employees' Union, Local 468

And

Thames Valley Children's Centre

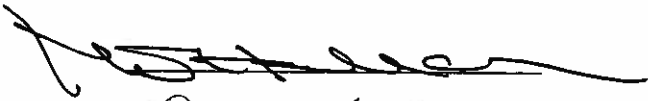
- 1.** All provisions of the collective agreement remain in effect except as modified by this provision:
- 2.** It is the joint responsibility of the Employer, the Union and the employee participating in the work at home agreement to ensure that this agreement does not contravene any applicable employment statute. Furthermore, it is the responsibility of the employee participating in this work at home agreement to ensure that this agreement does not contravene any municipal by laws.
- 3.** Any employee requesting to work at home, should prearrange and have this approved by their Director\Service Leader. The Director\Service Leader will discuss the assigned duties to be performed and the hours of work. Hours must comply with the scheduling provisions of the collective agreement.
- 4.** The employee agrees to maintain confidentiality of all work and work related information.
- 5.** The employee will maintain a designated work space that is acceptable. The employee will remain responsible for the nature, condition and control of the home work space and her\his equipment.
- 6.** The designated work space shall meet normally expected health and safety standards for a residence. The employee may be required to make the designated work space available for a health and safety inspection by a Union representative and Employer representative.

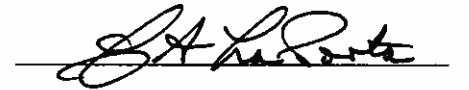
7. The designated work space shall be regarded as the immediate space or work area used explicitly and exclusively for the performance of working during working hours.
8. The employee is responsible for the implications and any related costs associated with home insurance policies.
9. The employee's agrees to immediately inform her\his immediate supervisor of any occupational injury incurred during the course of their employment.
10. The employee will be responsible for reporting to the immediate supervisor any problems with Employer owned equipment.
11. The work at home agreement may be terminated at any time by the Director\Service Leader. The termination of such an agreement shall not be unreasonable.

Dated at London, Ontario this 5th, day of February, 2010.

For the Union

For the Employer


Diase Inape
Carrie Connell


Janet Miller
Diane JTD

Letter of Understanding #10 - Education Courses

Between

Canadian Office & Professional Employees' Union, Local 468

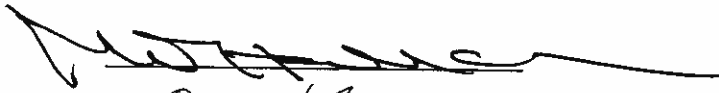
And

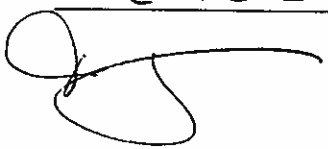
Thames Valley Children's Centre

The Employer will make every reasonable effort to pay in advance registration and hotel costs for an employee who has been approved to take an education course, and who has submitted a PD request form four (4) weeks in advance.


Dated at London, Ontario this 5th, day of February 2010.

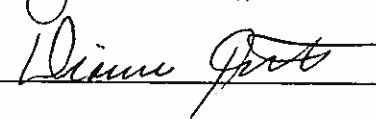
For the Union



Diane Hayes
Carrie Connell


For the Employer



Janet Miller


Wanda Fort

Letter of Understanding #11 - Autism Services

Between

Canadian Office & Professional Employees' Union, Local 468

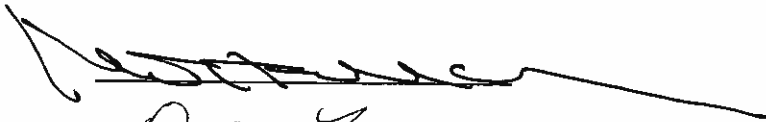
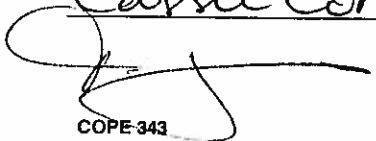
And

Thames Valley Children's Centre

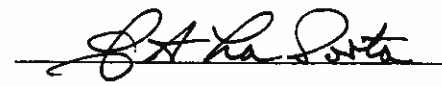
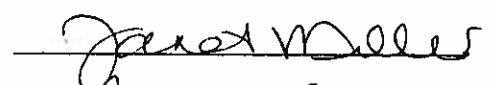
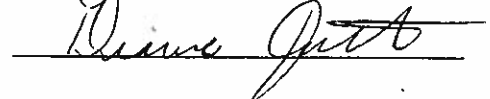
The Employer shall pay an employee in autism services, twenty five dollars (\$25.00) every six (6) months, upon submission of receipts as an allowance for consumable items.

Dated at London, Ontario this 5th, day of February 2010.

For the Union


Diann Kaye
Cassie Connell

COPE 343

For the Employer

02105110

