



Your revised collective agreement 2017-2020

OPSEU Local 331 has been bargaining renewal of its collective agreement with Ontario Shores since May 23, 2017. Notice to bargain was issued January 16, 2017. Following an impasse this fall between the two parties, the two sides met December 14, 2017 with arbitrator Christine Schmidt who issued a decision regarding outstanding items on December 21, 2017. That decision is binding on both parties. The decision also incorporates all items already agreed to prior to the impasse. What the arbitrator decided:

Wages:

Year One: 1.4% General Wage Increase (GWI) retroactive to April 1, 2017

Year Two: 1.4% GWI effective April 1, 2018

Year Three: 1% GWI effective April 1, 2019, and additional 1% GWI effective October 1, 2019

Term of this collective agreement runs from April 1, 2017 to March 31, 2020.

Psychologist:

Effective the date of the award, an adjustment of \$1 to Steps 5 and 6 of the psychologist wage grid.

Violence in the Workplace:

While the two sides had already agreed to change the language to one of maintaining initiatives to deal with violence in the workplace, the arbitrator agreed that annual risk assessments should be done with the participation of a member chosen by the union from the unit or program.

Sick Leave/Short Term Disability:

Despite opposition from the union, the arbitrator allowed for language that would require staff on sick leave/short term disability to requalify for renewal of their sick leave / short term leave upon returning to work in the new year. To requalify for 130 days of sick leave / short term disability, employees must now work 15 consecutive days. The employer can reduce that threshold at their discretion.

Vacation:

Improving vacation entitlement was a major objective for the union. The arbitrator agreed to a significant lowering of the thresholds to achieve a greater number of vacation days for full-time employees. In the first year, vacation is now earned at a rate of 9.375 days per calendar month compared to 7.5 hours (from 12 days to 15 days). Whereas one had to previously work 15 years to receive five weeks of vacation, that threshold has been lowered to after 13 years. Similarly whereas it required 22 years to earn six weeks' vacation, that threshold has been lowered to after 21 years. For the first time, there is now an opportunity to earn seven weeks' vacation after 27 years.

Workload:

There is now a new article that allows the union to raise issues around workload. Now if no consensus on the issue is reached at the labour-management committee, the parties will meet with the VP of Clinical Services to present the issue within 30 days. The VP of clinical services will notify the union of the decision in writing within 14 days.

Items agreed to prior to mediation/arbitration:

Article 3.05 has been amended to allow the parties to agree to an extension of the 12 month limit on the term of a temporary employee. That could include, for example, backfilling a member who has chosen to take a combined 18 month maternity/paternity leave.

Article 9.04 clarifies that grievance are to be addressed to the manager that the grievance pertains or their designate. Any complaint heard by a manager is considered to be the manager to whom the grievance pertains. If the manager hears the complaint, they are by default the appropriate manager.

Article 18.01 states the overall objective of both parties to establish the importance of and promote health and safety in the workplace, including a commitment by the employer to orientation and training to new and current employees.

Articles 23 and 24 are updated to reflect the changes in legislation to maternity and paternity leave, including a shorter waiting period (topped up to 93%) and EI top up has been extended now to 16 weeks. For parents wishing to take a longer paternity leave, the top up will be based on the amount payable by EI had the maternity/paternity leave been for the 12 month period.

Article 31.02 states that any tie in seniority shall be resolved by the order of assigned employee numbers, the lower being the more senior. The employer agrees to assign these numbers in order of hiring on a go-forward basis.

Article 32.09 Following both long term and short term displacement selections, this article requires the employer to provide a list to the union of the mapping of selections prior to confirmation of the final results with the impacted employees.

Article 34.10 obliges the employer to place workers who post into a lower paid classification on the grid closest to their current rate and with no adjustment to their anniversary date. The article has also been modified to require an employee returning from assignment to a job outside the bargaining unit to remain in the bargaining unit for a minimum of six weeks before transferring out again. Should they fail to remain a minimum of six weeks, they lose their seniority in the event they eventually return back to the bargaining unit.

Letter of Understanding: The two parties agreed to engage a facilitator from the Ministry of Labour to conduct three programs with the Labour Management Committee to improve labour relations.

Other housekeeping items: Therapeutic Recreationist is now referred to as a Recreation Therapist. A Rehabilitation Therapist is no referred to as a Behaviour Therapist. The rate of pay for a Health Informatics Specialist shall be determined as to a prior Minutes of Settlement from January 2017. The parties agree to renew all letters of understanding except for LOU #1, which formerly addressed the need for a mandatory training committee. Instead training issues are referred to the labour-management committee. Article 15 has been updated to include the current grounds for discrimination under the Human Rights Code.