

LOCAL 636

UNIFOR

COLLECTIVE AGREEMENT

BETWEEN:

**THE COUNTY OF OXFORD
WOODINGFORD LODGE**

- AND -

UNIFOR LOCAL 636

Expiry: December 31, 2018

11690 (08)

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COLLECTIVE AGREEMENT

BETWEEN:

**THE COUNTY OF OXFORD
WOODINGFORD LODGE**

(Hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

UNIFORLOCAL 636

(Hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The general purpose of the Agreement is to establish and maintain bargaining relations between the Employer and its employees, and to provide an orderly procedure for the prompt and equitable disposition of grievances, and set forth provisions relating to hours of work, wages and working conditions referred to herein.

ARTICLE 2 - RECOGNITION

- 2.01(a) The Employer recognizes the Union, as certified by the Ontario Labour Relations Board, as the exclusive bargaining agent for all of its employees who are employed at Woodingford Lodge, Woodstock, Ingersoll and Tillsonburg, save and except registered nurses, supervisors, persons above the rank of supervisor and office and clerical staff.

- (b) "Full-time employee" means an employee who is regularly employed for more than twenty-four (24) hours per week. "Part-time employee" means an employee who is regularly employed for twenty-four (24) hours per week or less and students employed during the school vacation period.

"Temporary employee" means an employee who is hired to fill a vacancy due to illness, accident or leave of absence that is expected to exceed thirty (30) calendar days, but not expected to exceed twelve (12) months. If the reason for the vacancy still exists at that time, the Temporary position may be extended by mutual agreement or be reposted. The Employer will seek external temporary employees only after the internal job posting procedure has been exhausted. In the event of a layoff Temporary Employees will be released before any layoffs are effected.

- (c) The Employer agrees to pay temporary employees as defined above according to the wage schedule of this Collective Agreement. The lay-off provisions, health and welfare provisions, and seniority provisions of the collective agreement do not apply to Temporary employees. Such employees will receive payment in-lieu of benefits as per the collective agreement. Temporary employees are expected to complete their Temporary position and will only be considered for posted permanent positions after the internal job posting procedure has been completed. Temporary employees shall pay union dues as set out in Article 11.

(d) "Student" means an employee who is hired to work during summer vacation periods. To be recognized as a student the employee must present proof of enrolment in a post secondary institution with a minimum caseload equivalent to full-time status and be committed to returning to their studies in the upcoming semester. At the end of the work term the employee would be deemed terminated. The numbers of students hired will be as agreed to by the parties as early in each New Year as is possible. The terms and condition of employment of students will be as set out in the Letter of Agreement attached to this Collective Agreement. Students will be paid in accordance with the Student Classification Rate in Schedule "A" and shall remit union dues.

2.02 The Employer will supply the Union Office and each Union Committee Member with a list of Department Heads and other members of management. The list will be revised as changes are made, and the revised copies forwarded to the Union office and to each Union Committee member.

2.03 Every person who is an employee has a right to freedom from discrimination in the workplace by the employer or agent of the employer or by another employee in accordance with the Ontario Human Rights Code, R.S.O.

No employee shall be discriminated against by either party because of her membership or activity in the Union or in the exercise of her rights under this Agreement.

2.04 The Union is recognized as the exclusive bargaining agent for all employees and the Employer undertakes that it will not enter into any other agreement with employees as herein defined either individually or collectively which will conflict with any of the provisions of the Agreement.

2.05 Where the feminine pronoun is used in the Agreement, it shall be deemed to include the masculine, and vice versa, where the context so requires.

2.06 So long as a full-time position exists, there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the Lodge and the direction of the working forces are fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, transfer, promote, demote, classify or assign or discipline employees provided that a claim of discriminatory transfer, promotion, demotion, classification, assignment or a claim that an employee has been discharged or disciplined without a reasonable just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees. It is agreed that prior to altering existing rules and regulations or making new rules and regulations, the Employer will inform the Union of the alterations. The Union is entitled to make submissions on any new rules and regulations about which it is informed at the Union/Employer meetings under Clause 5.02.

3.02 The Employer will not exercise these rights and functions in a manner inconsistent with the provisions of this Collective Agreement or in a manner that is arbitrary or in bad faith.

ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01 The Employer agrees that it will not cause or direct any lockout of the employees covered by the Agreement during the term of the Agreement or any extension thereof. The Union agrees that there shall be no strike during the term of this Agreement or any extension thereof.
- 4.02 The terms "lockout" and "strike" shall have the meaning set out in the *Labour Relations Act*, as amended.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Union shall elect or otherwise select a Union Committee of three (3) employees and the Chairperson, with whom the Employer shall deal on all matters related to this Collective Agreement, including grievances, negotiations and arbitration.
- 5.02 The Employer will meet with the Union Committee once a month, if requested, at a time mutually agreed upon. The party requesting the meeting shall provide the other party, at least forty-eight (48) hours prior to the meeting, with an agenda of the items to be discussed. Either party may have an outside representative in attendance at such meeting. As a courtesy, where an outside representative will be in the attendance, the other party will be informed no later than the time at which the agenda of items is provided.
- 5.03 The Union shall elect or otherwise select five Union Representatives, one of whom shall be a part-time employee for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement.
- 5.04 It is agreed that Union Representatives shall continue to perform their regular duties and responsibilities for the Employer and shall not leave their regular duties without having first secured permission from their immediate supervisor, whose permission will not be unreasonably withheld. Union Representatives requesting time off for the purpose of servicing grievances or attending the meetings referred to in 5.02 shall advise their immediate supervisor of their business and report to such supervisor the time of their return to work. Subject to the foregoing, Union Representatives servicing grievances and/or attending the meetings referred to in 5.02 during their regular working hours shall not suffer any deductions from their regular pay. Where a meeting occurs during a Union Representative's non-working hours, the parties may agree that such Representatives will be paid for time spent in the meeting.

In accordance with this understanding, it is agreed that:

- (a) Each member of the Union Committee shall receive his/her regular pay to a maximum of eight (8) hours in a day when in negotiating meetings with the Employer. Where an employee was scheduled to work on a negotiating day she shall be paid for all regularly scheduled work hours lost due to attendance at negotiating meetings with Representatives of the Employer up to arbitration. Where the employee was not scheduled on that day, she shall be paid as if she were at work. The Employer will provide an alternative day or days off in the same period if at all possible.
- (b) A Union Representative, the grievor(s) and where applicable under this Agreement, members of the Union Committee shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at grievance meetings (including meetings of Grievance Settlement Officers appointed under Section 49 of the *Labour Relations Act*) with Representatives of the Employer up to and including conciliation.

- 5.05 The Union agrees to supply the Employer with the names of the Union Representatives and Union Committee Members and will keep such list up to date at all times.
- 5.06 The Employer shall provide an Office for use by the Union at Woodingford Lodge Woodstock. The Office shall come equipped with a lockable filing cabinet, desk, chair, computer (which shall have access to the scheduling system), printer and telephone.
- 5.07 The full-time Chairperson of the Union Committee will be scheduled to work the day shift only and, if possible, Monday through Friday. The parties hereto agree that such scheduling will be done in accordance with staffing and scheduling requirements of the Chairperson's Department. The Union acknowledges that such scheduling is the exclusive right of the Employer and may not be taken up as a grievance.
- 5.08 An employee attending a course of instruction that has been mutually agreed upon with their manager will not be required to use vacation time to attend said course.

ARTICLE 6 - COMPLAINT PROCEDURE

- 6.01 It is the mutual desire of the parties hereto that complaints of the employees be adjusted as quickly as possible. The employee involved shall take the matter up with her immediate supervisor within ten (10) working days after the circumstances giving rise to the complaint have occurred, or within ten (10) working days of the time at which the employee ought reasonably to have become aware of the circumstances giving rise to the complaint occurred.
- 6.02 Within five (5) working days after receiving the complaint as aforesaid, the immediate supervisor shall give the complaining employee a decision. Failing settlement or failing a response, the matter may then be taken up as a grievance within five (5) working days following the advice of the immediate Supervisor's decision in the manner and sequence outlined in Article 7.
- 6.03 A Union Committee person or designate will be present during all warnings, counseling sessions and consultations regarding disciplinary actions and discharge. A copy of any warning to be placed in an employee's file must be copied to the Union Chairperson. The Employer will notify the Union prior to the discipline/discharge occurring.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any questions as to whether a matter is arbitrable.
- 7.02 It is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Accordingly, Article 6 must first be complied with before the grievance procedure may be invoked. Where the grievance procedure is invoked it shall proceed in the following manner and sequence:

Step 1

The aggrieved employee, who may be accompanied by a Union Representative if she so requests, shall present her grievance in writing to her immediate supervisor. The grievance shall include the

nature of the grievance, the remedy sought and in addition, the employee will endeavour to set out the section or sections of the Agreement which are alleged to have been violated. The immediate supervisor shall deliver her decision in writing within five (5) working days following the presentation of the grievance to her. Failing settlement:

Step 2

Within five (5) working days after the decision in Step 1 is given, the employee, who may be accompanied by her Union Representative, may submit the grievance in writing to the Manager of Operations or her designate and at that time discuss the grievance should they so choose. The Manager of Operations or her designate shall deliver her decision in writing within five (5) days following the presentation of the grievance.

Step 3

Within five (5) working days following the decision in Step 2, the employee may submit her grievance to the Employer for discussion at a meeting of the grievor, the Union Committee members, the Union Representative and a Committee appointed by the Employer. Such special meeting shall take place within ten (10) working days following the submission of the grievance to the Employer. A representative of Local 636 may attend the meeting, and the Employer may have such assistance as it desires. The decision of the Employer's representatives will be made known in writing within five (5) working days from the date on which the meeting was held, and failing a settlement, the grievance may then be referred to arbitration if the request is made in writing within thirty (30) days after the grievance has been dealt with at such special meeting.

- 7.03 For the purpose of this article, reference to days relating to steps in the complaint, grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.
- 7.04 Where more than two (2) employees have similar grievances arising out of the same circumstances and each employee would be entitled to grieve separately, they may present a group grievance. A group grievance shall be subject to the complaint and grievance procedure set out in this Agreement.
- 7.05 The time limits set out in the complaint and grievance procedure may be extended by written mutual agreement.

ARTICLE 8 - POLICY GRIEVANCE

- 8.01 It is agreed that a grievance arising directly between the Employer and the Union shall be set out in writing and shall be originated at Step 3 of the grievance procedure.

Such a policy grievance shall be subject to the time limit set out with respect to that Step. It is understood however, that the provisions of this paragraph may not be used with respect to a grievance directly affecting an employee or employees, and that the regular grievance procedure shall not be thereby bypassed, except where the employee(s) has refused to file a grievance within the prescribed time limits after being so requested by the Union and the alleged violation of the Collective Agreement directly affects the interests of other employees.

ARTICLE 9 - ARBITRATION PROCEDURE

- 9.01 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within 30 days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.
- 9.02 When either party requests that any matter be submitted to arbitration as provided in the foregoing paragraphs, it shall make such request in writing addressed to the other party to this Agreement and shall at the same time appoint a nominee. Within ten (10) days thereafter, the other party shall appoint his nominee and the two (2) nominees shall agree upon a third person to act as Sole Arbitrator. If the two (2) nominees are unable to agree upon a third person within ten (10) days after the appointment of second nominee, then a third person shall be appointed by the Minister of Labour upon the request of either party.
- 9.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure within the time limits herein set out.
- 9.04 No person may be appointed as a nominee or arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.05 Each of the parties hereto will bear the expenses of the nominee appointed by it and the parties will share equally the expenses of the Sole Arbitrator. The proceedings of the Sole Arbitrator will be expedited by the parties hereto, and the decision of the Sole Arbitrator will be final and binding upon the parties and the employee or employees concerned.
- 9.06 The Sole Arbitrator shall not be authorized to make a decision inconsistent with the provisions of this Agreement nor to alter, modify, add to or amend any part of this Agreement.
- 9.07 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the preceding, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- (i) A request to utilize the services of a mediator must be submitted by either party within ten (10) working days of the response at Step ~~No.~~ 3.
- (ii) Mediation will be attended by a maximum of four (4) representatives of the Union and four (4) representatives of the Employer. It is understood that the grievor is also entitled to be present at mediation. Legal counsel will not be present at mediation.
- (iii) Any concessions, discussions or offers to settle the grievance which occur during mediation are without prejudice to each parties' position at arbitration.
- (iv) Time spent during regular working hours at mediation shall be paid at the employee's regular rate of pay.
- (v) Grievances not resolved at mediation will be forwarded to arbitration in accordance with 9.02 above.

9.08 Grievance Commissioner

- (a) As an alternative to the regular arbitration procedure provided for in this Article, the parties may agree, in writing, to refer a grievance, or grievances, to a mediation/arbitration process. The Commissioner shall be selected by mutual agreement of the parties from the following list: Gail Brent, Gerry Lee.
- (b) Matters that the parties wish to submit to the Grievance Commissioner shall be of a nature that the facts can be submitted in an Agreed Statement of Fact. The parties will meet within thirty (30) calendar days of Step 3 to draw up the Agreed Statement of Fact.
- (c) Such Statement of Fact will be set out in writing by the parties and submitted to the Grievance Commissioner, along with a copy of the grievance(s) to which the Statement of Fact relates to, and a copy of the Collective Agreement under which the grievance(s) is filed along with available dates. If the parties cannot agree on the Statement of Fact the other dispute resolution mechanisms can be used and no timeliness objection will be raised arising out of the delay in attempting to utilize the Grievance Commissioner.
- (d) The Grievance Commissioner shall have the power to attempt to find a mediated settlement to the grievance placed before him or her, and failing that may issue an award that binds the parties.
- (e) The hearing shall be held within sixty (60) calendar days of the parties' agreement to use this process and a requirement to file within arbitration timelines.
- (f) The parties shall be limited to relying upon the matters set out in the Statement of Fact, and the provisions of the Collective Agreement. Each party shall be given a maximum of twenty (20) minutes for argument, and a further ten (10) minutes each for rebuttal.
- (g) Prior to hearing the oral arguments of the parties the Commissioner shall enquire as to the interest of the parties in mediation. If there is an interest in mediation the parties may proceed with the mediation process or make their oral arguments and then move to mediation. In any event, the parties agree that in no case will the parties be prevented from making their oral arguments in this process prior to the end of the day of the hearing,
- (h) Because of the informal nature of these proceedings the results shall be binding on the parties, but will not result in any precedent for future cases.
- (i) The decision of the Commissioner shall be confined to the grievance referred to him or her. Such decision must be consistent with the provisions of this Agreement, and the Commissioner shall have no power to alter, modify or amend any part of this Agreement.
- (j) Where possible the parties can send as many grievances to the Commissioner in a single day as may reasonably be mediated and/or argued on that day.
- (k) The Commissioner shall render his or her decision in writing within ten (10) calendar days of the mediation/arbitration date.
- (l) It is understood and agreed that any grievance that is referred to a Commissioner cannot be unilaterally withdrawn from this process and referred to another process for resolution by the Employer or the Union after the statement of fact has been agreed to, either during the process, before a decision has been rendered by the Commissioner or any time thereafter.

- (m) The Union and the Employer shall each be responsible for one half of any fees or expenses charged by the Commissioner.

ARTICLE 10- DISCIPLINE CASES

- 10.01 A claim by an employee that she has been discharged without reasonable cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step 3 of the grievance procedure within ten (10) days after the date the discipline is effective; except that an employee who has not completed her probationary period, may be terminated on the basis of an assessment of suitability for employment with the Lodge, but which action may be taken up as a grievance.
- 10.02 A grievance as defined in the preceding paragraph may be settled under the grievance or arbitration procedure by:
- (a) confirming the Employer's action in dismissing or suspending the employee, or
 - (b) reinstating the employee with or without compensation for time lost, or
 - (c) by any other arrangement which may be deemed just and equitable by the parties or the Sole Arbitrator.
- 10.03 Management personnel, when imposing disciplinary action for a current incident, will not take into account any prior infractions which occurred more than fourteen (14) months previous to such incident.
- 10.04 An employee, upon written request, shall be granted the opportunity to view her personnel file. Information to be viewed will include:
- (a) application form;
 - (b) written warnings and evaluations, if any;
 - (c) incident reports, if any.

ARTICLE 11 - UNION SECURITY

The Employer will deduct Union Dues monthly for the term of this Agreement according to the following conditions:

- 11.01 All employees covered by the Agreement shall have Union Dues deducted monthly as a condition of employment. The amount of the regular monthly dues shall be those authorized by the Union in accordance with the provision of its by-laws and constitution and the Treasurer of the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.
- 11.02 Dues deductions shall become effective on the employees' first pay. The deductions shall be made from each bi-weekly pay where there are sufficient funds and forwarded to the Treasurer of the Union in the same month as the deduction was made along with a list of employees from whom deductions were made showing the amounts deducted as well as the rate of pay. The Employer will, at the same time, advise the Union of the names of any employees who have been terminated or laid off in the preceding month and the names and classifications of any employees hired during the preceding month. T4 slips issued annually to employees shall show deductions made for Union dues.

- 11.03 It is further agreed that the Employer will notify the Union office in writing once each month, of the names, addresses, and classifications of all new employees hired the previous month who are subject to the Agreement. A representative of the Union shall be given an opportunity, without loss of pay, to interview the new employee(s) during the orientation day for a maximum of twenty (20) minutes. The Employer will coordinate the time of the meeting with employee(s) with the Union's Committee Chairperson or her designate. The meeting will occur within the first twenty-one (21) days of the commencement of the employee(s) employment.
- 11.04 In consideration of the deducting and forwarding of the Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising out of or resulting from the operation of the Article.

ARTICLE 12 - SENIORITY

- 12.01 Seniority is acquired when an employee has worked **576** hours of regular duties (excluding orientation). The Employer will make reasonable efforts to assign probationary employees to a unit. At or near the middle of the probationary period the employee shall be interviewed by the immediate supervisor or designate to evaluate their work performance. Upon successful completion of this probationary period, employees will be credited with seniority from the date of hire.
- 12.02 When two or more full-time employees are hired on the same date, their placement on the seniority list will be determined by the last three (3) digits in each employee's S.I.N. The Employee with the lowest number will be the person deemed to have the greatest seniority.

This protocol will apply to all employees hired on or after January 1, 2002.

In order to deal with any questions regarding the ranking of employees according to this protocol the Employer will forward to the Union Committee Chairperson or designate the last three digits of the S.I.N.'s of employees who appear on the list for the first time prior to the list being posted.

- 12.03 The following provision shall be effective on the date this Collective Agreement comes into operation.
- (a) Seniority for part-time employees will accrue in hours, with **1650** hours equalling one (1) year.
 - (b) For the purposes of transitioning to the hourly seniority accrual method, effective on the date this collective agreement comes into operation, each non-probationary part-time employees' seniority will be calculated by adding:
 - (i) the number of years of continuous employment the employee has completed multiplied by **1650**; and
 - (ii) the number of months of employment not included in clause (i) that the employee has completed multiplied by **137.5**.
 - (c) Effective on the date this Collective Agreement comes into operation, part-time employees will accrue seniority based on their actual hours worked to a maximum of **1650** in each year.
 - (d) Upon return to work following a statutory pregnancy and/or parental leave, a part-time employee will be credited with seniority equal to the average weekly number of hours actually worked by the employee during the previous twelve (12) months prior to the first day of the leave multiplied by the number of weeks of statutory pregnancy and/or parental leave.
- 12.04 In all cases of promotion, demotion, transfer, layoff, reduction in hours and recall following layoff, seniority shall govern provided that the senior employee possesses the necessary qualifications and ability to perform the work available.

- 12.05 Part-time and full-time seniority lists containing the names of all employees will be posted on the Union bulletin board **no later than the 15th of March, June, September and December** of each year. **Each seniority list will be based on the last complete pay period in the month prior to posting.** The Employer agrees to supply the Local Union and Union Committee with a copy of the seniority lists as posted and updated. In addition, a list will be sent to the Local Union which includes names, addresses, postal codes and phone numbers.
- 12.06 Employees whose status changes from full-time to part-time or from part-time to full-time shall have their seniority reflected in hours, with **1650** reflecting a completed year of service and **137.5** reflecting a completed month of service. Employees whose status changes from part-time to full-time shall have their seniority reflected as of date of hire.
- 12.07 Subject to the terms of the specified benefit plans, when an employee is laid off, and providing the employee has not found alternate employment:
- (a) the Employer will continue to maintain premiums on behalf of the employee until the last day of the month following the third month in which the layoff starts.
 - (b) persons laid off for a period longer than three (3) months will become exclusively responsible for the payment of all health and welfare premiums previously paid by the Employer for the following three (3) months.

12.07 Layoff and Recall

- (a) In the event of layoff, the Employer shall layoff employees within their classification from the part-time or full-time seniority list, provided that there remain on the job employees who have the ability and qualifications to perform the work.
- (b) For the purposes of layoff, full-time and part-time seniority lists are deemed to be separate except as may be amended below.
- (c) An employee who is subject to layoff shall have the right to either:
 - i) accept the layoff; or
 - ii) displace an employee who has lesser bargaining unit seniority, and is of the same status (full-time or part-time) in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified for and can perform the duties of the identical or lower paying classification without training other than orientation.

Such employee so displaced shall be laid off and may bump an employee who is of the same status (full-time or part-time), and who is a less senior employee in a lower or identical paying classification in the bargaining unit, if the employee originally subject to layoff is qualified for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

- iii) where there are no employees with less seniority in lower or identical paying classifications, a laid off employee will have the right to displace an employee with less seniority in another higher paying classification provided she is qualified for and can perform the duties without training other than orientation. Such

employee so displaced shall be laid off and subject to the language in (c) ii paragraph (2) two.

- iv) where a full-time employee cannot bump another full-time employee in accordance with the above, she can displace a part-time employee in an equal or lower paying classification who is less senior provided she is qualified for and can perform the duties of the classification without training other than orientation. Such part-time employee so displaced shall be laid off and shall be entitled to the rights as set out in (ii) above. A part-time employee who cannot bump another part-time employee shall likewise have the right to displace a less senior full-time employee provided she is qualified for and can perform the duties of the classification without training other than orientation. Such full-time employee so displaced shall be laid off and shall be entitled to the rights set out in (ii) above.

The decision of the employee to choose (i), (ii), (iii) or the above shall be given in writing to Human Resources within seven (7) calendar days following the notification of layoff. Employee failing to do so will be deemed to have accepted the layoff. Any other employee subsequently bumped must exercise their bumping rights within three (3) days of their being bumped.

- v) orientation is defined as an opportunity for the Employer to advise the bumping employee of any particular requirements, procedures or aspects of the job and for the bumping employee to become familiar with the job processes and requirements. It is not a training period.

- 12.08 (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the qualifications and ability to perform the work without training other than orientation. For clarity, in all matters of posting (permanent or temporary positions) the position(s) will be posted first. Applicants currently working, as well as those on layoff, will be considered in accordance with the job posting procedure, Article 25. A laid off employee shall retain the rights of recall for a period of thirty (30) months from the date of layoff.
- (b) In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
 - (c) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
 - (d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
 - (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail pursuant to the application of Article 12.08, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within seven (7) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer. Employees recalled to temporary positions as a result of being the successful applicant are entitled to refuse such offer without losing their recall rights. Employees recalled to permanent positions as a result of being the successful applicant will be

advised that the recall satisfies the requirements for recall in the Collective Agreement and that they will not be entitled to further recall.

- (f) When a laid off employee bids for and is successful in obtaining a posted permanent position, she shall have no further recall rights.
- (g) Employees on layoff are responsible for maintaining the necessary qualification for performing the work of the classification from which they are laid off. If the Employer lays off employees from a particular department, the employees will be considered qualified for purposes of recall in that department during their entire recall period, unless absolutely prohibited by law.

12.09 Persons on layoff shall be deemed to have applied for all such jobs while they retain recall rights.

12.10 Notice of Layoff

In the event of a proposed layoff at the Lodge of a permanent or long term nature the Employer shall:

- (i) provide the Union with no less than three (3) months' written notice of this proposed layoff; and
- (ii) provide to the affected employee(s), written notice of layoff, or pay in lieu thereof in accordance with the *Employment Standards Act*.

NOTE (1): Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union and any affected employee(s) of any subsequent layoff.

NOTE (2): A layoff of a long term nature is defined as a layoff for a period of more than twelve (12) weeks.

12.11 Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

12.12 Loss of Seniority

An employee shall lose all service and seniority and shall be deemed terminated if she:

- (a) quits;
- (b) is discharged and is not reinstated under the terms of this Agreement;
- (c) has been laid off for thirty (30) calendar months;
- (d) fails without reasonable cause to report for work within seven (7) days after being notified by the Employer, by registered mail to her last known address following a layoff, or fails without reasonable cause to advise the Employer within five (5) days of her intention to report for work pursuant to the notification;
- (e) utilizes any leave of absence for purposes other than for which the leave was granted or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Employer;
- (f) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer unless the employee provides reasons satisfactory to the Employer for her failure to notify the Employer.

ARTICLE 13 - HOURS OF WORK

- 13.01 The normal hours of work shall be eight (8) continuous hours, hereinafter referred to as a "shift", daily with thirty (30) minutes allowed without loss of pay in each shift for a meal. For shifts of less than eight (8) hours but more than five (5) hours daily, thirty (30) minutes will be allowed without loss of pay for a meal. There shall be one (1) fifteen minute rest period permitted for shifts of four (4) hours or more and there shall be two (2) fifteen minute rest periods permitted in each eight (8) hour shift.
- 13.02 Employees will not be scheduled for a shift of less than four (4) hours.
- 13.03 Overtime shall be paid or compensating time off will be given at the rate of time and one half (1 ½) for all hours worked in excess of the normal scheduled shift, or in excess of eighty (80) hours during any two (2) week pay period. Overtime shall apply to all hours which an employee is required to work on her scheduled day off. All overtime for employees shall be equalized between employees based on seniority and rotation through seniority. All overtime must be approved in advance by the employees' immediate supervisor.
- 13.04 There shall be a minimum of sixteen (16) hours off when changing shifts, except for part-time employees who may otherwise agree.
- 13.05 Permanent and temporary full-time employees will not be required to take time off in lieu of overtime. Permanent and temporary full-time employees at any one time between January 1st and December 1st can continually accumulate up to a maximum of forty (40) hours effective January 1, 2008 of authorized time to be taken as compensating time off at a time to be mutually arranged between the employee and the Employer. All overtime accumulated as of December 1st in each year shall be paid on the last pay prior to Christmas, except where written supervisory approval to carry such accumulated time over to the following year has been received.
- 13.06 Employees will not be required to work more than five (5) consecutive days without their consent.
- 13.07 The Employer shall make every reasonable effort to arrange shift schedules in order that a full-time employee will be allowed a minimum of every second weekend off and a part-time employee will be allowed at least one weekend off per month.
- 13.08 Schedules of work shifts shall be posted at least six (6) weeks in advance and remain posted for the duration of the schedule. A printed copy of the original schedule will be provided to the union office. The Lodge will endeavour to provide as much advance notice as is practicable of a change in the posted schedule. Changes to the posted work schedule shall be brought to the attention of the affected employee(s). Where less than forty-eight (48) hours of notice is given personally to the employee, time and one half (1 1/2) of the employee's regular straight time hourly rate will be paid for all hours worked on the first shift of her new schedule.
- Part-time schedules will be posted in such a way as to assign available hours to part-time employees in each department according to their seniority. For greater clarity all part-time employees will receive thirty two (32) hours of scheduled work per pay period to the extent possible, and then available additional hours will be assigned first to the most senior employees in each department in descending order.
- 13.09 A written request for mutual exchange of shifts must be made three (3) days prior to the shift to the Department Head or designate, whose authorization shall not be unreasonably withheld. The Department Head or designate will respond within one (1) day of the request. The Employer shall not be responsible for any overtime premium that might arise as a result of the mutual exchange of shifts. The intent of a mutual exchange shall not be for the purpose of changing lines. There will be a maximum of two (2) give-aways per month for part-time employees, to a maximum of twelve (12) per

calendar year, which may, at the employee's request, be deducted from the employee's vacation time allotment. There will be no give-aways permitted between Canada Day and Labour Day each year.

A request by two (2) part-time employees in the same classification for a mutual exchange of work areas on the same shift on the same day may be submitted to the Department Head or designate for approval, it being understood that such request will not be approved if it disrupts continuity of care for residents.

- 13.10 If an employee is ill and therefore unable to report for her regular scheduled shift she will notify her Supervisor or designate, to that effect, except in extenuating circumstances, at least one (1) hour prior to the start of her scheduled day shift, and at least two (2) hours prior to the start of a scheduled afternoon or night shift.
- 13.11 Where the Employer determines that an employee has to be transferred from one site to another, the Employer will first seek volunteers. Where there is more than one (1) volunteer the Employer shall select the most senior qualified applicant. Should no volunteer be found, the Employer shall select an individual from the classification required who is the least senior employee working at that time. Such employee shall be paid a travel allowance as per article 33.03 based on the set distance from the "home" site to the new site, or the Employer will provide transportation, at the employee's option. The employee will be paid as if she had worked her full scheduled shift.
- 13.12 Written requests for time off will be considered at the discretion of the employee's Supervisor or designate, who will respond within two (2) weeks of the request, providing the request is made in excess of two (2) weeks prior to the date requested. If the request is approved the vacant shifts will be filled using the established call-in procedure. For requests made less than two weeks of the requested date, the Supervisor will have the discretion to use the call-in procedure or have the employee find their own replacement.

ARTICLE 14 - SHIFT PREMIUM

- 14.01 The Employer agrees to pay all employees an off-shift premium of sixty (60) cents per hour when the majority of hours of the shift fall between 4:00 o'clock p.m. one day and 5:00 o'clock a.m. of the next day. The Employer agrees to pay all employees a weekend premium of **sixty-five (65) cents per hour effective January 1, 2016** on all hours worked between Friday 11:00 p.m. and Sunday 11:00 p.m.

ARTICLE 15 - RESPONSIBILITY PAY

- 15.01 When an employee is assigned to relieve in a supervisory position for one shift or greater, she shall be paid a lead hand premium of ten percent (10%) in addition to her regular rate, retroactive to the original time of assignment.

ARTICLE 16 - PAID HOLIDAYS

- 16.01 Employees who otherwise qualify shall receive the following paid holidays at the employee's regular straight time hourly rate of pay:

New Year's Day
Family Day
Good Friday
Easter Sunday
Victoria Day
Canada Day

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
Labour Day
Civic Holiday

16.02 If one of the holidays referred to above occurs on a full-time employee's regular day off or during her vacation, the employee will receive a lieu day with pay within the ninety (90) day period immediately after the holiday.

16.03 (a) In order for a full-time employee to qualify for holiday pay, the employee must work her regularly scheduled work day immediately preceding and immediately succeeding a holiday unless excused because of illness or other reasonable excuse.

Where a holiday falls while a full-time employee is on paid sick leave she shall receive holiday pay less the sick pay to which she is entitled.

(b) A part-time employee is eligible for holiday pay if she has earned wages and/or vacation pay in the four (4) weeks before the week in which the holiday falls, provided the employee works her scheduled shift immediately preceding and immediately succeeding a holiday, unless excused by the Employer because of illness or other reasonable excuse.

Holiday pay for part-time employees is calculated by taking the total amount of regular wages and vacation pay payable to the employee in the four weeks before the week in which the holiday falls and dividing this total by (20) twenty.

(c) Should an employee be absent on account of illness from her scheduled shift on the paid holiday or for her scheduled shift immediately preceding or immediately succeeding a holiday, the employee must present a Doctor's certificate dated for the period of illness, in order to qualify for holiday pay. Upon provision of the original receipt, the Employer shall reimburse the employee for the fee charged by the Doctor for the Doctor's certificate.

An employee who agrees to work on a paid holiday and, without reasonable grounds, does not report to work is not entitled to holiday pay or a lieu day. However, an employee who has worked her preceding and subsequent shift and has reasonable grounds for not reporting to work on the holiday will maintain her entitlement to holiday pay, but will not be entitled to a lieu day.

16.04 (a) A full-time employee who is required to work on any of the holidays will receive either:

- (i) Pay at the rate of one and one half (1 ½) the employee's regular straight time hourly rate of pay for work performed on such holiday in addition to the holiday pay; or
- (ii) Subject to the second sentence, pay at the rate of one and one half (1 ½) the employee's regular straight time hourly rate of pay for work performed on such holiday and an alternative day off with pay within ninety (90) days following the holiday; such lieu day off with pay to be mutually arranged by the employee and the Employer. Where a full-time employee is scheduled to work on any of Christmas Day, Boxing Day and/or New Year's Day, the lieu day with pay will be scheduled on a day that falls during the period from December 20 to January 4, unless the employee and the Employer mutually arrange an alternate day off in advance of the schedule being created.

If the full-time employee only works part of her shift on the paid holiday, she will not be entitled to a lieu day but will be paid premium pay, calculated at one and one-half (1 ½) times her regular wages for the hours actually worked on the paid holiday in addition to holiday pay.

(b) A part-time employee who is required to work on any of the above designated holidays will be paid at the rate of time and one-half (1 1/2) her regular straight time hourly rate of pay for all hours worked on the holiday in addition to any holiday pay she may be otherwise entitled to under Article 16.03.

16.05 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four hour period of the above holidays, where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift.

ARTICLE 17 - VACATIONS

- 17.01 (a) Before **February 1** in each year, employees shall submit, **in confidence**, their preference for vacations **as per the Employers established process**. The determination of the number of employees in a department who can be away on vacation at any one time shall be at the sole discretion of the Department Head, such discretion will not be exercised in an unreasonable or arbitrary manner. Where more employees in a department request a specific week than the Department Head will allow to be away at the same time, the more senior employees shall be granted their preference. The Employer shall post a vacation schedule no later than **March 1**.
- (b) The Employer will respond to vacation requests other than those covered under 17.01 (a) within two (2) weeks of the request providing the request is made in excess of two (2) weeks prior to the commencement of the vacation.
- 17.02 Vacation entitlement is based on service from the employee's date of hire. Employees' vacation entitlement will be calculated on their anniversary date in the calendar year and will be credited to the employee on January 1 of that year. Vacation will be taken during the vacation year in which it is earned subject to clause 17.10.
- 17.03 (a) Vacation requests from Canada Day up to and including Labour Day shall be up to a maximum of two (2) full calendar weeks. Employees with more than 22 years' continuous service shall be entitled to three (3) weeks' vacation from Canada Day up to and including Labour Day.
- (b) During the period between Canada Day up to and including Labour day, employees with up to twenty (20) years of seniority may take up to a maximum of five (5) days of their summer vacation allotment as single days, and employees with twenty (20) or more years of seniority may take up to a maximum of seven (7) days of their summer vacation allotment as single days, provided that no more than **two (2)** of such single days are taken on weekends.
- 17.04 In the event of the death of an employee, the employee's estate shall be entitled to receive such vacation pay as may stand to the credit of the employee.
- 17.05 An employee who is on a pregnancy, parental or emergency leave of absence as defined by the *Employment Standards Act*, has the right to defer taking vacation entitlement until the leave of absence expires.
- 17.06 An employee who is absent from work for more than twenty-four(24) months while on WSIB or on long term disability benefits, or on a leave of absences for more than six (6) months shall have her vacation time proportionately adjusted to reflect same.

(Full-time Employees)

17.07 Full-time employees shall be entitled to vacation pay on the following basis:

- (1) Full-time employees with less than one (1) year of service shall receive vacation with pay on a pro-rata basis from date of hire.
- (2) Full-time employees completing one (1) year of continuous service shall receive two (2) weeks vacation with pay.
- (3) Full-time employees completing two (2) years of continuous service shall receive three (3) weeks vacation with pay.
- (4) Full-time employees completing six (6) years of continuous service shall receive four (4) weeks vacation with pay.
- (5) Full-time employees completing fourteen (14) years of continuous service shall receive five (5) weeks vacation with pay.
- (6) **Effective January 1, 2017** full-time employees completing **twenty (20)** years of continuous service shall receive six (6) weeks vacation with pay.

17.08 A full-time employee who becomes sick immediately prior to the start of her scheduled vacation and the sickness runs into such scheduled vacation period, preventing her from taking vacation, shall have the said vacation period transferred to sick leave and shall have her vacation rescheduled after all other vacation periods have been granted, provided the employee provides satisfactory evidence to her Department Head of such illness. If during the employee's vacation she becomes incapacitated and is confined to bed under the care of a medical doctor, the duration of such confinement shall be considered as sick time and any unused vacation will be rescheduled. The employee is responsible for notifying the Department Head of such incapacitation when it occurs, and providing upon her return she submits a certificate signed by a medical doctor stating that she was incapacitated and confined to bed under the doctor's care, for the period to be considered as sick time.

17.09 Where a full-time employee is hospitalized because of sickness or injury during her scheduled vacation period the number of days during which she was hospitalized shall be restored to her vacation credit. The employee shall be compensated for those days pursuant to Article 18.

17.10 A full-time employee who has vacation earned and not taken in the vacation year for which it is earned may, with the approval of her Department Head, carry over a maximum of five (5) working days' vacation with pay to the following year, unless the Department Head is unable to grant an employees' vacation request. The request to the Department Head shall be in writing on or before November 1. There shall be no cash in lieu of annual vacations.

17.11 If employment terminates for just cause, resignation or retirement and the employee has taken more vacation time than the employee has earned, the overpayment will be deducted from the employee's final pay.

(Part-Time Employees)

17.12 Part-time employees shall receive vacation pay according to the following schedule:

- (a) Employees with less than two (2) years' continuous service shall receive four percent (4%) vacation pay and in addition will be entitled to time off in the amount of two (2) weeks.
- (b) Employees with more than two (2) years' continuous service but less than six (6) years of continuous service shall receive six percent (6%) vacation pay and in addition will be entitled to time off in the amount of three (3) weeks

- (c) Employees with more than six (6) years' continuous service but less than fourteen (14) years of continuous service shall receive eight percent (8%) vacation pay and in addition will be entitled to time off in the amount of four (4) weeks.
- (d) **Effective January 1, 2017** employees with more than fourteen (14) years of continuous service but less than **twenty (20)** years of continuous service shall receive ten percent (10%) vacation pay and in addition will be entitled to time off in the amount of five (5) weeks.
- (e) **Effective January 1, 2017** employees completing **twenty (20)** years of continuous service shall receive twelve percent (12%) vacation pay and in addition will be entitled to time off in the amount of six (6) weeks.

Note: Vacation shall be defined such that one (1) week of vacation equals to seven (7) consecutive days off. The annual vacation time allotment for part-time employees is calculated by multiplying the employee's applicable number of weeks of vacation time entitlement by twenty-four (24) hours. When a week of vacation time is requested and approved before the schedule is posted, twenty-four (24) hours will be deducted from the employee's allotment. When a day of vacation is requested and approved before the schedule is posted, four (4) hours will be deducted from the employee's allotment. When vacation is requested and approved after the schedule is posted, the actual number of hours of the employee's scheduled shift(s) will be deducted from the employee's allotment.

17.13 Vacation pay for part-time employees will be paid on the first pay day in July and December.

ARTICLE 18 - INCOME PROTECTION - SICK DAYS AND SHORT TERM

(Full-time Employees)

- 18.01 Each full-time employee who has completed their probationary period shall be entitled to eight (8) paid sick days per calendar year (pro-rated during the first year of employment) to be applied to absences arising from non-occupational illnesses or injuries that occur during the year. These days cannot be carried over into the next calendar year and there is no cash surrender value at termination or retirement of any unused paid sick days.**
- 18.02 On the first (1st) day of absence due to hospitalization (due to illness, surgery or other procedure that requires admission to the hospital, including day surgical procedures), short term income protection, in accordance with the following schedule, is available to active full-time employees who have completed their probationary period if acceptable medical documentation is provided in accordance with clause 18.05.**

Insured Weeks

<u>Length of Service</u>	<u>Full Salary</u>	<u>66 2/3 of Salary</u>
After completion of probationary period but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
Over 9 years	17	0

18.03 If an employee is not hospitalized as per clause 18.02 and their eight (8) paid sick days are exhausted, short term income protection benefits will be provided according to (i), (ii) and (iii) below. To be eligible, medical documentation must be provided in accordance with 18.05 and dated for the date of disability.

- i) from the second (2nd) day of absence for the first (1st) occurrence, and
- ii) from the third (3rd) day of absence for the second (2nd) occurrence, and
- iii) from the fourth (4th) day of the third (3rd) and subsequent occurrence in a calendar year.

18.04 Employees with less than nine (9) years of full-time service may use accrued vacation or banked time to top up their salary to 100% during the seventeen (17) week income protection period.

18.05 To be eligible for short term income protection, employees must provide their Supervisor and/or the Employee Health Coordinator with a certificate from their treating regulated health professional and dated for the period of disability. The documentation must include the following, where possible:

- i) the expected Return to Work date or duration of absence;
- ii) recommended restrictions and duration;
- iii) prognosis for a full recovery to resume the essential duties of their job.

Short term income continuance for a prolonged absence for full-time employees is contingent upon: the employee co-operating fully with the Early Return to Work Policy and Procedure and the Joint Return to Work Committee Guidelines.

A Doctor's certificate/medical, as may be required by the Employer, shall be paid for by the Employer should an employee's physician charge such an extra fee for such service not covered by O.H.I.P.

18.06 The maximum of short term income protection for any non-occupational illnesses or injuries will be seventeen (17) weeks from the date of the disability. The maximum short term income protection available in any calendar year, regardless of the number of separate incidents of absence, is seventeen (17) weeks. In the event an employee is in receipt of short term income protection at the end of a calendar year, short term income protection will be carried over. The seventeen (17) weeks of benefit will not be re-instated until the employee has returned to active employment for a minimum of five (5) consecutive scheduled days.

18.07 Where a full-time employee has been granted maternity leave or any other leave of absence without pay, Short Term Income Protection Plan shall not apply during the period of leave of absence except as provided under the Ontario Employment Standards Act.

18.08 Refer to Article 17.08 regarding being transferred to sick leave while on vacation.

ARTICLE 19 - PERCENTAGE IN LIEU OF BENEFITS

(Part-time Employees)

19.01 Part-time employees not enrolled in the OMERS Pension Plan shall receive, in addition to their regular straight time hourly rates, a thirteen percent (13%) add-on payment in lieu of health and welfare benefits and "sick days" which are paid to full-time employees except those specifically provided to part-time employees in this Agreement. It is understood and agreed that this add-on payment will not

be included for the purpose of computing any premium or overtime payments. After ratification part-time employees joining the OMERS Pension Plan will receive an in lieu of benefits of seven percent (7%) and part-time employees currently enrolled in the OMERS Pension Plan will receive a percentage in lieu of ten percent (10%). Effective January 1, 2005, the percentage in lieu will increase to fourteen percent (14%) for part-time employees not in the OMERS Pension Plan and employees in the OMERS Pension Plan will receive eight percent (8%) in lieu of benefits.

Effective April 1, 2005, as awarded by Arbitrator Wes Rayner, the preceding paragraph is to be applied as follows:

- (a) Part-time employees not enrolled in the OMERS Pension Plan will receive a percentage in lieu of fourteen percent (14%).
- (b) Part-time employees enrolled in the OMERS Pension Plan shall receive a percentage in lieu of eleven percent (11%).
- (c) The three percent (3%) reduction in the in lieu shall be used by the Employer as a contribution toward the Employer's required contribution of the OMERS Pension Plan.
- (d) Part-time employees enrolled in the OMERS Pension Plan shall be responsible for the entirety of the required employee's contribution to the Pension Plan.

ARTICLE 20 - WORKPLACE SAFETY AND INSURANCE BOARD

20.01 A full-time employee absent due to an occupational illness or injury and who is in receipt of Workplace Safety and Insurance Board benefits, may request the Employer to make up the difference between the amount of Workplace Safety and Insurance Board benefits paid and the amount of income to which the employee is entitled under the short term protection plan.

20.02 A full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit he/she would receive from the Workplace Safety and Insurance Board if his/her claim was approved, or the benefit to which he/she would be entitled under the short term sick portion of the disability income plan. Payment will be provided only if the employee provided evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of seventeen (17) weeks.

20.03 The Employer and the Union agree that they mutually desire to co-operate in a modified work program, for the purpose of providing rehabilitation employment to disabled bargaining unit employees unable to perform their regular work due to an occupational injury or illness as provided under the Workplace Safety and Insurance Board Act.

The parties agree to the terms and conditions set out in the Return to Work Committee's Terms of Reference. Any changes to the Terms of Reference shall be mutually agreed upon.

23.04 The Employer may grant leave of absence without pay to any employee for legitimate personal reasons. Employees who are absent resulting from such leave of absence shall continue to accumulate seniority.

23.05 Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of eighty (80) days. The eighty (80) days shall be the maximum for full-time and part-time employees combined. Such leaves shall be subject to the following conditions:

- (a) Not more than five employees at the Lodge are absent on any such leave at the same time, and not more than two employees from any one department. The Employer recognizes that from time to time more than two employees may be selected from a single Department. In such a case the Employer will relax the limitation on more than two employees from a single department provided that the leave can be approved without undue impact on the operation of the Lodge.
- (b) A request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested. Where it is impossible to provide such written notice the Employer will nonetheless consider such request and shall not unreasonably deny the leave.

23.06 Employees on Union leave of absence will be paid for such leave by the Employer. The Union shall reimburse the Employer for all such wages paid within thirty (30) days of its receipt of an account from the Employer.

ARTICLE 21 – LONG TERM DISABILITY

21.01 The Employer agrees to pay one-hundred percent (100%) of the billed premiums of disability insurance offered by the Employer's insurance company. The basic benefits are as follows.

21.02 The plan provides for all full-time employees who have completed their probationary period to be eligible to apply for a long term disability benefit. After a qualifying period of one-hundred nineteen (119) calendar days of continuous disability the employee will be eligible for Long Term Disability payments in the amount of seventy-five percent (75%) of their monthly earnings rounded to the nearest dollar on date of disability to a maximum of \$6,000.00 per month.

21.03 The Employer shall maintain the benefits of a full-time employee who is receiving long term disability benefits as long as she remains an employee.

21.04 A full-time employee who is receiving payment under the long term disability plan shall continue to accrue seniority.

ARTICLE 22 - HEALTH AND WELFARE

For the purpose of this Article, "spouse" is defined to include a same-sex partner.

22.01 The Employer shall pay one-hundred percent (100%) of the premium cost of health benefits. A summary of the benefits is attached as hereto and forming a part hereof as Schedule "B". Such plan is available to all eligible full-time employees.

22.02 The Employer shall be required to pay eighty (80%) of the premium cost of the Dental Plan. **The employee's portion of the premium is deducted from their bi-weekly pay.** A summary of the benefits is attached as hereto and forming a part hereof as Schedule "B". Such plan is available to all eligible full-time employees. **Should an employee not be receiving an income from the Employer, she will continue to be responsible for paying the employee portion of the premium costs for the Dental Plan. The Employer shall deduct any outstanding payments upon the employee's return to work at the rate of \$20 per bi-weekly pay.**

22.03 Mandatory generic drug coverage is provided through the Employer's benefit carrier. Where an employee medically requires a drug other than the lowest priced equivalent one available, the employer will cover the cost up to \$40 for the completion of the benefit carrier's exception form.

22.04 Orthodontics (for dependent children under age 21), Crowns, Caps and Denture Fabrication – a self-insured benefit, which provides a maximum once per lifetime coverage of \$600 per family paid on presentation of receipts and taxable at the end of the year as earnings.

22.05 The Employer shall maintain benefits, described in the article, of a full-time employee who is in receipt of short term income protection or who is in receipt of WSIB disability benefits as long as she remains an employee.

22.06 O.M.E.R.S. Pension

The Employer participates in a pension plan under the provisions of the Ontario Municipal Employees Retirement System Act. It is a condition of employment that each full-time employee becomes a member of the Ontario Municipal Employees Retirement System contributing payments as required by the Act by payroll deduction. The Employer will contribute an amount to the Fund as required from time to time by the trustees of said Fund.

22.07 As the Employer is not the insurer of the insured benefits set out in this Article 22.01 and 22.02 herein (both summarized in Schedule B), its responsibility is limited to remitting the Employer's share of the related premium costs for such benefit plans.

ARTICLE 23 - LEAVES OF ABSENCE

23.01 Upon request to the Employer an employee shall be granted a compassionate leave of absence of five (5) days with pay for scheduled shifts missed as a result of the application of this clause in the event of a death of a spouse, common-law spouse, same-sex spouse/partner, child or step-child, **parent or step-parent**. One of the days shall include the day of the funeral and/or equivalent service.

Upon request to the Employer an employee shall be granted a compassionate leave of absence of three (3) days with pay for scheduled shifts missed as a result of the application of this clause in the event of a death of a brother, sister, mother-in-law, father-in-law, grandparents, grandchild, daughter-in-law, or son-in-law. One of the days shall include the day of the funeral and/or equivalent service.

23.02 An employee shall be granted one (1) day off without loss of pay in order to attend the funeral of a sister-in-law, brother-in-law, aunt, uncle, grandparents-in-law, niece or nephew.

23.03 It is understood and agreed that a bereaved employee may request and be granted additional time off without pay for the purpose of travel and/or other matters related to the estate of the deceased.

23.04 **Where an employee is granted compassionate leave during a scheduled vacation, such eligible days shall be deemed compassionate leave and the applicable vacation days will be returned to the employee's bank.**

23.05 Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of eighty (80) days. The eighty (80) days shall be the maximum for full-time and part-time employees combined. Such leaves shall be subject to the following conditions:

- (a) Not more than five (5) employees at the Lodge are absent on any such leave at the same time, and not more than two (2) employees from any one Department. The Employer recognizes that from time to time more than two (2) employees may be selected from a single Department. In such a case the Employer will relax the limitation on more than two (2) employees from a single Department provided that the leave can be approved without undue impact on the operation of the Lodge.
- (b) A request must be made in writing at least two (2) weeks prior to the commencement of the function for which leave is requested. Where it is impossible to provide such written notice the Employer will nonetheless consider such request and shall not unreasonably deny the leave.

23.06 Employees on Union leave of absence will be paid for such leave by the Employer. The Union shall reimburse the Employer for all such wages paid within thirty (30) days of its receipt of an account from the Employer.

23.07 Elected Office

Upon application by the Union, the Employer will grant a leave of absence without pay to an employee elected or appointed to a Full-time Union position for a period of three (3) years. Such term may be extended by mutual agreement. Health and Welfare Benefits as set out in Article 22 (save and except for Sick Leave, Life Insurance, AD&D and LTD) shall continue in effect and be paid for by the Employer in accordance with the Collective Agreement, and that cost will be reimbursed to the Employer by the Union. The Employer will continue to pay the employee's wages as if she were at work, including pension contributions, provided the Union reimburses the Employer for the cost of wages, benefits and pension. The Union will be responsible for the provision of the employee's WSIB coverage. The employee's seniority will continue to accrue during an approved leave under this article.

23.08 The Employer agrees to pay into a special fund **\$3000** annually for the purpose of providing paid education leave. Such leave will be for upgrading the employee's skills in all aspects of trade union functions. Such moneys are to be paid annually into a trust fund established by the National Union, UNIFOR and sent to the following address:

UNIFOR National Treasurer
205 Placer Court
Toronto, Ontario
M2H 3H9

23.09 Pregnancy/Parental Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The service requirement for eligibility for maternity leave shall be thirteen (13) weeks of continuous service before the expected date of birth.
- (c) The employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Employer her Doctor's certificate as to pregnancy and expected date of delivery.
- (d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave .

Credits for seniority shall accumulate during the period of the leave.

- (e) The employee shall reconfirm her intention to return to work on the date originally provided to the Employer in 23.08 (c) above by written notification received by the Employer at least two weeks in advance thereof.

The employee shall be reinstated to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

- (f) An employee who commences a leave as set out above who is in receipt of employment insurance pregnancy benefits pursuant to the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following the completion of the two (2) week employment insurance waiting period, during which time she shall receive seventy-five percent (75%) of her regular weekly earnings, and receipt by the Employer of the employee's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on the last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan. The plan is financed by the Employer and separate accounting record of benefits paid from the plan will be kept by the Employer. The Employer will inform in writing, Human Resources Development Canada, of any changes to the plan within thirty (30) days after the effective date of change.

Parental Leave

- (a) An employee who is a parent and has been employed for at least thirteen (13) weeks before the birth of a child or before the child comes into a parent's custody, care and control for the first time, is entitled to a thirty-five (35) week unpaid parental leave (for the birth mother) and a thirty-seven (37) week unpaid parental leave for all other new parents.
- (b) A "Parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.
- (c) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy ends unless the child has not yet come into the custody, care and control of a parent for the first time.

For employees who do not take a pregnancy leave, parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

- (d) An employee who is entitled to a parental leave is required to give the Employer two (2) weeks' written notice prior to the commencement of the leave. If they do not specify when the leave will end, it will be assumed that they wish to take the maximum leave.
- (e) An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date giving two (2) weeks' notice before the leave was to begin.
- (f) If the employee stops work because the child has arrived earlier than expected, the employee has two (2) weeks from that date to give the Employer written notice of their intent to take the parental leave.

23.10 During the pregnancy/parental leave, the employee shall continue to accrue service, seniority, and vacation credits and the Employer shall continue to maintain all health insurance premiums normally maintained by it on behalf of the employee subject to the terms of the particular benefit plan.

23.11 When an employee returns to work after pregnancy/parental leave, the employee shall provide the Employer with at least two (2) weeks' notice of her return. On return from maternity/adoption leave, the employee shall be returned to her former duties in the same department and at the same classification and prevailing wage rate and following her old shift rotation, subject to the existence of such duties in the same department and the old shift rotation being available at the time of her return. Should these conditions not be available, placement in classification, wage rate and shift rotation will be made pursuant to the Collective Agreement.

ARTICLE 24 – JURY / WITNESS DUTY

24.01 If any employee is required to serve as a juror or as a witness in a civil or criminal proceeding in a court of law, she shall not lose any pay because of such attendance provided that the amount received for such service or attendance is repaid to the Employer. The employee shall produce proof of service and attendance and shall notify the Employer immediately upon her notification that she shall be required to attend.

ARTICLE 25 - JOB POSTING

25.01 Permanent vacancies and newly created jobs in the bargaining unit which the Employer decides to fill will be posted for a period of seven (7) days. If an emergency exists, that may not allow for the above procedure to be followed, the Union Chairperson will be so advised immediately. Such postings shall contain the job title, current salary range, location, primary site (Woodstock, Ingersoll, or Tillsonburg) and where applicable, a brief description of the duties and responsibilities. In addition, the posting shall indicate those qualifications required by the Employer.

25.02 Employees shall have the right to bid during such seven (7) day period on any such vacancy or new job created. Such vacancy or new job created shall be filled from the applications received on the basis of seniority provided the senior employee possesses the necessary qualifications and experience to perform the normal requirements of the job. New hires will be excluded from bidding until six (6) months from their date of hire.

25.03 In the event the successful applicant decides not to commence work in an awarded position, or within five (5) calendar weeks for full-time employees and fifteen (15) shifts for part-time employees (excluding orientation) of commencing work in the posted position or such longer period as may be mutually agreed upon in writing, proves unsatisfactory or requests a return to their former position, she shall be returned to her former position (or status in the event the successful applicant was on layoff)

without loss of seniority. An employee who successfully commences work in a position that she has worked in within the past three (3) years is not entitled to the above-noted familiarization period.

Successful applicants of the job bidding procedure will not be permitted to reapply for more than one other permanent posted job in the twelve (12) months after the first (1st) day in the new position (or the proposed date in the event of an employee who does no work in the new position). This provision shall not apply to newly created positions.

- 25.04 If a full-time employee accepts a part-time position while on an approved leave of absence under Article 23, the change of status from full-time to part-time will become effective on the date the employee returns to active employment.

If a part-time employee accepts a full-time position while on an approved leave of absence under Article 23, the change of status from part-time to full-time will become effective on the date the employee returns to active employment.

25.05 Job Descriptions

The Employer shall make available to employees on the occasion of their employment, or on request, information as to the job descriptions for which they are presently or may be employed. The Union shall be provided with bargaining unit job descriptions as they are developed.

- 25.06 Full-time vacancies which are not expected to exceed thirty (30) calendar days due to illness, accident or leaves of absence may be filled at the discretion of the Employer. In filling such vacancies, equalization of the available hours will be shared amongst all part-time employees in the department who are qualified to perform the work in question. If unable to fill the vacancy then the hours shall be shared amongst all part-time employees in the bargaining unit prior to considering people outside the bargaining unit.

- 25.07 Temporary vacancies, due to illness, accident, or leaves of absence, which are expected to exceed thirty (30) calendar days shall be posted in accordance with this article, to allow all employees to bid on such vacancy. Upon completion of the vacancy and the return of the employee, the successful applicant shall return to her former position.

The successful applicant may not bid on another temporary vacancy due to illness, accident or leaves of absence, until she has returned to her former position, by completing the vacancy, and the full-time employee has returned. The successful applicant who does not complete the vacancy will not be eligible to bid on another temporary position until the employee returns and/or the original temporary vacancy is completed. These employees will not be prevented from applying for a permanent position, provided 25.03 does not bar them.

- 25.08 When an employee has the highest seniority and is the successful applicant to a temporary position, the next most senior applicant will be offered the job of the employee who was successful in applying for the posted position. This employee has the right to refuse the offer without being disqualified from future postings.

In order to be awarded a temporary position, applicants, including employees on modified duties, must meet the necessary qualifications and experience to perform the job in order to be considered.

An employee on modified duties will not be awarded another job in her own classification if the employee cannot fulfill the normal requirements of the job. Such an employee is entitled, however, to apply for a position in another classification. At that point an assessment will be undertaken if she can do the job without modification. If she is also the most senior applicant and can do the job without modification she will then be awarded the temporary position.

For the purposes of this article the parties agree that a job that is “awarded” is one which has been offered to an applicant and not yet accepted. Employees who are awarded positions may turn them down without penalty.

A “successful applicant” means an applicant who is awarded a job and who has accepted it. The employee may or may not have actually started in the new position to be deemed successful. Successful applicants who do start in the position, or who do not complete the position are subject to the limitation on future applications.

ARTICLE 26- MINIMUM ALLOWANCE

- 26.01 Employees who report for scheduled work without being notified to the contrary at least two (2) hours in advance will be guaranteed at least four (4) hours of work or, if no work is available, will be paid for at least four (4) hours at the applicable rate. This shall not apply in cases of a labour dispute, conditions beyond the control of the Employer, or in cases where reasonable efforts were made to contact the employee prior to the commencement of the shift.
- 26.02 Any employee who is called back to perform work at any time between one (1) hour after she has left work and one and one half (1 ½) hours before her normal starting time, shall be paid a minimum of four (4) hours at time and one half.
- 26.03 Any employee who is called in to work as a replacement for an absent employee after that employee's shift has started and who completed six (6) or more hours work will be paid for the full shift at the applicable rate.

ARTICLE 27 - BULLETIN BOARD

- 27.01 The Employer will provide, at a location in the Home designated by the Employer, a bulletin board in each site for the exclusive use of the Union on which bulletin board the Union may post notices having to do with its official business only. In addition, a second bulletin board for the same purposes shall be made available in the staff lounge of the Woodstock site.

ARTICLE 28 - JOB SECURITY

- 28.01 Before introducing any technological changes which will cause the layoff or the reduction in hours worked of any employee in the bargaining unit, the Employer shall notify the Union of its intention to introduce the changes. Upon request from the Union, the Employer further agrees to meet with the Union and discuss the proposed technological changes and to consider suggestions made by the Union of ways and means of minimizing the effect upon the employees concerned.
- 28.02 The Employer shall not contract out any work usually performed by members of the bargaining unit if as a result of such contracting out a layoff of any employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.
- 28.03 Supervisors and persons outside the bargaining unit shall not perform work normally performed by members of the bargaining unit except:
- (a) in cases of emergency;
 - (b) when instructing other employees;

- (c) when performing experimental work;
- (d) when regular employees are not available due to being late for work or absent from work, until the Employer can find a replacement employee from within the bargaining unit;
- (e) in other circumstances, upon obtaining consent of the Union.

ARTICLE 29 - TRANSFERS

- 29.01 When an employee transfers or is transferred from one department or classification to another department or classification where the wage rate is equal to or higher she shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer. If the wage rate is less than the wage rate of the transferred employee, she shall receive the corresponding rate vertically in the new classification.
- 29.02 When an employee who is transferred to a higher classification has recent past experience with the Employer which is relevant to the higher category, the Employer shall give the employee credit for all of such experience up to the maximum of the higher rated job.

ARTICLE 30 - CLASSIFICATION ADJUSTMENT

- 30.01 When the Employer establishes a new classification during the term of this Agreement, the Employer shall establish the rate of pay for the new classification.
- 30.02 Where the Union disagrees with the rate of pay established by the Employer for the new classification, it may file a grievance pursuant to the grievance procedure established in this Collective Agreement.

Failing resolution during the grievance procedure, the dispute may be referred to arbitration for final determination. The Sole Arbitrator hearing the dispute shall select either the rate established by the Employer or that proposed by the Union, and shall make the selection on the basis of the community of interest shared by employees in the new classification with other employees in the bargaining unit.

ARTICLE 31 - HEALTH AND SAFETY

- 31.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury, and illness.
- 31.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as members of its Accident Prevention, Health and Safety Committee three (3) representatives whose primary duties are in Woodstock, one (1) representative whose primary duties are in Ingersoll and one (1) representative whose primary duties are in Tillsonburg, to be selected or appointed by the Union from amongst employees.

The parties will agree to the terms and conditions as set out in the Health and Safety Committee's Terms of Reference.

- 31.03. Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- 31.04 The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.

- 31.05 Meetings shall be held at least quarterly or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 31.06 Time off for such representative(s) to attend meetings of the Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 31.07 At the request of the Joint Health and Safety Committee, a UNIFOR National Health and Safety Representative will be allowed to attend Health and Safety meetings and to tour the workplace accompanied by a management member and a worker member of the Joint Health and Safety Committee.
- 31.08 The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with such necessary equipment and protective clothing as determined by the Employer. The Health and Safety Committee may make recommendations on such equipment and protective clothing (e.g. gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, when necessary, at the Employer's expense when determined by the Employer. Where the committee recommends the wearing of such protective clothing and equipment, and the Employer implements the committee's recommendation, employees are obligated to comply with such recommendations.

Effective July 1, 2009 employees in the maintenance department are eligible for a boot allowance of \$100 paid on presentation of receipts and when boots are replaced with the prior approval of the employee's manager.

31.09 National Day of Mourning

Each year on April 28th at 11:00 a.m., one (1) minute of silence will be observed in memory of workers killed or injured on the job.

31.10 Residents Having Serious Infectious Diseases

The Employer will make all direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise workers of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.

Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.

ARTICLE 32- UNIFORM ALLOWANCE

- 32.01 Where the Employer requires an employee to wear a uniform, the Employer shall either provide a uniform to the employee or provide to the employee a uniform allowance. The decision concerning which of the above is to be provided shall be at the sole discretion of the Employer.

Where the Employer decides to provide a uniform, it shall be selected and obtained by the Employer and shall be of such style and texture as may be designated by the Employer.

Where the Employer decides to provide an allowance, effective January 1, 2011, this allowance shall be \$200.00 per calendar year for full-time employees and **\$200** per calendar year for part-time employees, pro-rated from date of hire for the first calendar year. This allowance will be paid twice a year, in May and November. When the Employer decides to provide an allowance, it may also determine the style and texture of the uniform to be worn.

The colours to be worn throughout the Lodge will be agreed upon between the Union Committee and the Employer.

ARTICLE 33 - GENERAL

- 33.01 On prior approval of the Employer, an employee who successfully completes a course related to her job function shall be reimbursed for one-hundred percent (100%) of the tuition fees associated with such course.
- 33.02 The Employer will provide the Union with a copy of the Collective Agreement on disk for printing in booklet form. The Union will pay half the cost of printing, to \$500.
- 33.03 Travel allowance – mileage rate is set at \$0.52 per kilometer.
- 33.04 It shall be the duty of each employee to notify the Employer promptly of any change of address. Any notice required of the Employer shall be deemed to have been given, if forwarded by courier to the employee at the last address of which the Employer had notice. The Employer shall notify the Union of any difficulties contacting an employee.
- 33.05 Employees shall provide the employer with a primary and secondary contact phone number for the purpose of call-ins. If the employee can not be reached at the primary or secondary phone numbers, the employer will move to the next employee in the rotational seniority list until an employee is contacted and accepts the shift. It is the sole responsibility of the employee to keep the Employer informed of any changes to their primary and/or secondary contact phone numbers. Between the hours of 12:01 a.m. and 7:00 a.m., the Employer will only contact employees at the primary number provided.

ARTICLE 34 - RETROACTIVITY

- 34.01 The wage increase shall be effective **January 1, 2016** on a retroactive basis to employees in the bargaining unit for all paid hours of employment. Any new employee shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union) at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employee who has terminated her employment prior to the signing of this Agreement shall have a period of sixty (60) days only from the date of the execution of the Collective Agreement in which to claim from the Employer any adjustment to the remuneration. The amount of retroactive payment shall be itemized and shown separately and shall be paid within two (2) pay periods (bi-weekly) of the Employer being notified of the ratification/arbitration award.

Should the Employer pay the retroactivity at a time greater than two (2) pay periods (bi-weekly), interest on the retroactive payment, calculated at the Bank of Canada rate in effect at the end of the two (2) pay periods, shall be paid effective from that date.

ARTICLE 35 - WAGES

35.01 Wages shall be paid on an hourly basis of pay. Wages shall be as set out in Schedule "A", which schedule is hereby made a part to this Agreement.

35.02 For the purpose of calculating any benefit under this Agreement to which the employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" to this Collective Agreement.

35.03 Errors on Paycheques

Where the Employer makes an error on an employee's pay cheque, such that the employee's pay is reduced by at least one hundred dollars (\$100.00) and the employee so requests, the Employer shall correct the error within three (3) business days of the error being brought to the attention of the Administrator.

Where the Employer makes an error on an employee's pay cheque that results in an overpayment, the overpayment will be recouped on the pay following the advice to the employee of the overpayment provided the error does not exceed twenty-five dollars (\$25.00). Errors in excess of twenty-five dollars (\$25.00) will be repaid in accordance with a repayment agreement reached between the Employer, the employee and the Union. Such agreement will not be unreasonably withheld by any of the parties involved.

ARTICLE 36 – DIGNITY IN THE WORKPLACE

36.01 The Employer and the Union agree that they will adhere to this policy which endorses the right of every employee to work in a workplace free from harassment due to race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, sexual orientation, age, record of offenses, marital status, family status, disability, gender identity or gender expression, or position with the organization. Where such term is defined in the *Human Rights Code*, it shall bear that meaning.

36.02 The Employer and UNIFOR are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome", that denies individual dignity and respect on the basis of the prohibited grounds as stated above and the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

36.03 Where there is a complaint or involvement of a Union member regarding harassment, that member shall have the right to complain to a UNIFOR or management representative, who will immediately undertake a joint investigation with a UNIFOR Representative, to be identified by the UNIFOR, following the procedures in the Woodingford Lodge Workplace Harassment Prevention Policy, Policy No. 1.265, dated March, 2004.

36.04 Copies of the above-noted policy shall be given to each employee and any changes to the above-noted policy shall be made in consultation with the UNIFOR.

36.05 In support of providing and maintaining an environment free of harassment, the Employer and the UNIFOR will ensure that all staff members, volunteers and persons with practicing privileges in the facility are aware that harassment, including sexual harassment, in the workplace, is an offence under the law. This will be done through training and such other means appropriate to achieve awareness.

ARTICLE 37 - DISCIPLINARY ACTION – VIOLENCE AGAINST WOMEN

37.01 The Employer and the Union note the rising incidence of violence or abuse, notably violence against women, and how this may affect the employee’s attendance or performance at work.

The Employer agrees that where there is verification from recognized professionals (doctor, lawyer, professional counsellor) provided to the Employer, an employee who is subject to abuse or violence will not be disciplined without first giving full consideration to the circumstances surrounding the incident. Such information will be treated in a confidential manner by the Employer and the Union unless required by law to be produced.

It is further agreed that should a full-time employee be absent from work as a result of abuse or violence and provides adequate verification from recognized professionals, she will receive pay from the first day of absence.

ARTICLE 38 - DURATION

38.01 The Collective Agreement shall become effective as of **January 1, 2016** and shall continue in force until **December 31, 2018**.

38.02 Notice of desire to terminate or amend this Collective Agreement shall be given by either party to the other in writing not more than three (3) months prior to its expiry date.

DATED at Woodstock, Ontario this _____ day of _____, 20_____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

SCHEDULE "A"
WOODINGFORD LODGE RATES 2016-2017-2018

2016 Wage Rate (+1.5%)	Start Rate	Completion of Probationary Period	Job Rate (6 months from completion of probationary period)
Recreation Helper	23.04	23.55	24.03
Recreation Aide	25.35	25.86	26.39
Scheduling Clerk**	24.29	24.80	25.30
Cook	24.29	24.80	25.30
Food Service Worker	23.04	23.55	24.03
Hairdresser	23.04	23.55	24.03
Housekeeping Aide Leadhand	24.29	24.80	25.30
Housekeeping/Laundry Aide	22.13	22.63	23.10
Maintenance Worker	23.81	24.32	24.82
Maintenance Worker Lead Hand	25.35	25.86	26.39
Personal Support Worker	24.29	24.80	25.30
Registered Practical Nurse	28.26	28.77	29.35
Personal Support Worker Aide	22.13	22.63	23.10
Laundry Aide Lead Hand	24.29	24.80	25.30
Admissions Coordinator/ PIECES Nurse	25.35	25.86	26.39
2017 Wage Rate (+1.5%)	Start Rate	Completion of Probationary Period	Job Rate (6 months from completion of probationary period)
Recreation Helper	23.39	23.90	24.39
Recreation Aide	25.74	26.25	26.79
Scheduling Clerk**	24.65	25.17	25.68
Cook	24.65	25.17	25.68
Food Service Worker	23.39	23.90	24.39
Hairdresser	23.39	23.90	24.39
Housekeeping Aide Leadhand	24.65	25.17	25.68
Housekeeping/Laundry Aide	22.46	22.97	23.45
Maintenance Worker	24.17	24.68	25.19
Maintenance Worker Lead Hand	25.74	26.25	26.79
Personal Support Worker	24.65	25.17	25.68

Registered Practical Nurse	28.68	29.20	29.79
Personal Support Worker Aide	22.46	22.97	23.45
Laundry Aide Lead Hand	24.65	25.17	25.68
Admissions Coordinator/PIECES Nurse	25.74	26.25	26.79
2018 Wage Rate (+1.5%)	Start Rate	Completion of Probationary Period	Job Rate (6 months from completion of probationary period)
Recreation Helper	23.74	24.26	24.75
Recreation Aide	26.12	26.64	27.19
Scheduling Clerk**	25.02	25.55	26.07
Cook	25.02	25.55	26.07
Food Service Worker	23.74	24.26	24.75
Hairdresser	23.74	24.26	24.75
Housekeeping Aide Leadhand	25.02	25.55	26.07
Housekeeping/Laundry Aide	22.80	23.31	23.80
Maintenance Worker	24.53	25.05	25.57
Maintenance Worker Lead Hand	26.12	26.64	27.19
Personal Support Worker	25.02	25.55	26.07
Registered Practical Nurse	29.11	29.63	30.24
Personal Support Worker Aide	22.80	23.32	23.80
Laundry Aide Lead Hand	25.02	25.55	26.07
Admissions Coordinator/PIECES Nurse	26.12	26.64	27.19

*Student rates- set at 80% of the Completion of Probationary Period rate of the classification in which the student is working

** Scheduling clerk position to be removed from bargaining unit, upon current incumbent leaving the position.

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

UNIFOR
LOCAL 636

Full-time and Part-time Employees

The parties hereto agree that, for the purpose of Article 2, in determining whether a person is regularly employed for more or less than twenty-four (24) hours per week, only scheduled hours shall be considered, and hours worked by employees as a result of illness or accident (whether WSIB eligible or not), vacations, paid holidays or leaves of absence suffered or enjoyed by full-time or part-time employees shall not be considered.

The Lodge agrees to distribute the unscheduled hours based on rotational seniority subject to the availability, qualifications and preferences of employees, to part-time employees, hours of work which become available as a result of illness or accident (whether WSIB eligible or not), vacations, paid holidays, or leaves of absence suffered or enjoyed by full-time or part-time employees.

SIGNED this _____ day of _____, 20__.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

UNIFOR
LOCAL 636

Call-in Procedure – Part-time Employees

Part-time employees shall be on call and will make themselves reasonably available for duty. “Reasonably available” shall mean that, unless on vacation, when asked to accept a call in shift(s), the employee shall accept a minimum of **three (3)** call-in shifts per month. **During the months of July and August the employee will accept a minimum of one (1) call-in shift per month.**

Part-time employees will notify the Employer in writing if they are unavailable for call-ins on a calendar monthly basis **with the exception of July and August.**

SIGNED this _____ day of _____, 20____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD
WOODINGFORD LODGEAND
UNIFOR
LOCAL 636**Protocol for Major Changes in Schedule**

1. An Employer Committee of no more than three (3) members will meet with a Union Sub-Committee of no more than three (3) members to receive input into the parameters for consideration in drafting new schedules. The Union Sub-Committee will include the Union Chairperson or designate, the Clerical Aide and another representative selected by the Union from the department where the schedule change is occurring.
2. Where the changes affect more than one Department the Employer Committee will meet with each Union Sub-Committee separately as required and agreed. The third member of the Union Sub-Committee will change as the Department changes.

The Department for the purpose of this letter will be:

RPN
PSW
Dietary
Housekeeping/Laundry
Maintenance
Activation

3. Nothing prevents the parties from holding joint meetings in which case the size of the Union Sub-Committee would expand to allow participation of the Departmental Representatives.
4. Subsequent to the meeting(s) set out in 1. above, the Clerical Aide, with the assistance of a Management Representative, shall draft schedules that will attempt to incorporate the input received at the meeting(s).
5. Once drafted, a meeting will be convened and the schedules will be shared with the Union Sub-Committee(s) for final input.
6. There will be a period of two (2) weeks after the meeting set out in 5. to allow for further opportunity for written input by the Union Sub-Committee(s).

Following this process, the schedules shall be revised to the extent possible considering the input received and an implementation date for the new schedule(s) will be set by the Employer.

SIGNED this _____ day of _____, 20_____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

**THE COUNTY OF OXFORD
WOODINGFORD LODGE**

AND

**UNIFOR
LOCAL 636****Influenza Vaccinations**

The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be annually vaccinated for influenza.
- (b) The Employer will offer the influenza vaccination to all employees during working hours free of charge. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine. If the employee wishes to receive the influenza vaccine from their attending physician, the Employer requests written documentation to be submitted as proof that the influenza vaccination has been received.
- (c) The Employer recognizes that employees have the right to refuse any required vaccination or medically approved antiviral medication.
- (d) If an employee refuses to take the vaccine required under this provision, except for medical or religious reasons, she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee is cleared to return to work in accordance with (f) or the outbreak is determined to be over by the Medical Officer of Health or the local Public Health Unit. Employees in such a case may access their vacation bank, it being understood that the employee is responsible to return to work when recalled without delay.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, or due to religious grounds, and where a medical certificate is provided to this effect, she will be reassigned during the outbreak period, after discussion with the Union, unless reassignment is not possible, in which case the employee will be paid. Such reassignment will not adversely impact the scheduled hours of other employees.
- (f) It is the expectation of the Employer that the employee who declines the influenza vaccine will take the medically approved antiviral medication prior to returning to work during an influenza outbreak. (According to Public Health, the antiviral may be ingested and the employee is clear to return to work immediately.) If the employee declines to receive the medically approved antiviral for other than medically contra-indicated or religious grounds the employee is expected to call the Employer and inform their immediate supervisor of their decision. The employee will return to work upon being notified by the Employer that the outbreak is over. The employee will be returned to her normally scheduled shift and Article 13.08 will not apply.
- (g) If the medically approved antiviral medication is not covered by OHIP or the insurance carrier, the Employer will pay the costs of such treatment.

(h) The Employer agrees that if an employee gets sick as a result of the vaccination, she may apply for WSIB.

SIGNED this _____ day of _____, 20_____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

UNIFOR
LOCAL 636

Benefits – Early Retirement

Should benefit coverage for early retirees be negotiated elsewhere in the County during the term of this Collective Agreement, the parties agree to meet to discuss the application of the benefit coverage to members of the bargaining unit.

SIGNED this _____ day of _____, 20____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD COUNTY

-AND-

UNIFOR
LOCAL 636

LOCAL 636

Abuse

The parties agree that abuse and/or threatening behaviour from residents to staff must be addressed. The Employer supports an environment in which staff are treated with dignity and respect. There will be no backlash or retaliation for lodging a complaint, or participating in an investigation, in good faith. Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse. The parties further agree that the Long Term Care environment contains residents who, through no fault of their own, exhibit behaviours and actions that are unwelcome to staff. The workplace is built around managing these behaviours to the benefit of both the residents and the staff.

It is agreed that when an employee is faced with abuse from a resident it may be necessary for that employee to leave the threatening situation and immediately notify her supervisor, who will assess the situation and give further direction. It is agreed that no employee will be obligated to work one-on-one until a satisfactory resolution has been reached.

In the event that a resident knowingly continues with the harassment following the above procedure, further action will be taken which may include the staff member being given the opportunity to voluntarily transfer, without penalty or loss of income, to a different work area or be assigned a different resident. Where the employee is not satisfied with the intervention, the employee may raise the matter with the Unit Chairperson, or designate. She, in turn, may discuss the matter with the Administrator in an attempt to reach a mutually agreeable resolution.

SIGNED this _____ day of _____, 20_____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD COUNTY

-AND-

UNIFOR
LOCAL 636

Reduced Shifts

On a trial basis for the duration of this agreement:

The Employer will determine the maximum number of part-time employees in each department that will be eligible to request that they not be assigned additional hours in accordance with Article 13.08 over the course of a year. Employees will be eligible to apply for such a reduced shift **by** November 1st of each year. Selection will be on the basis of seniority and will apply for the following calendar year.

The Employer will determine a maximum number of full-time employees in each department that will be eligible to work nine (9) shifts per pay period over the course of a calendar year. Employees will be eligible to apply for such a reduced shift **by** November 1st of each year. Selection will be on the basis of seniority and will apply for the following calendar year. Vacation pay and holiday pay will be prorated during the course of the reduced year.

SIGNED this _____ day of _____, 20_____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD COUNTY

-AND-

UNIFOR
LOCAL 636

Students

The Employer will hire [insert agreed to number] students – [] in the nursing department; [] in the dietary department; [] in the [department].

The use of students will not take hours away from full time or part time employees.

Students will not be given call-ins before seniority employees are offered the call-in shifts.

Students will not be scheduled more than part-time employees.

Students will be employed from May through to September. This period could be extended by mutual agreement if required.

SIGNED this _____ day of _____, 20_____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

CANADIAN AUTO WORKERS
UNION, LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

UNIFOR
LOCAL 636

Women’s Advocate Language

The company will recognize a women’s advocate to be selected by the Union Committee. The advocate may consult with employees and management to discuss issues that may be raised and may refer employees to community agencies and resources as appropriate. The advocate will act in an advisory capacity and will not have authority to file grievances. In the conduct of their duties as a women’s advocate, the employee will be subject to the provisions herein that govern the Union Committee and Union Representatives in the conduct of their duties and will generally operate in a manner so as to minimize disruption to the work place. The Employer agrees to pay lost wages and benefits to the women’s advocate to take UNIFOR Women’s advocate training and bill the Union for these costs.

SIGNED this _____ day of _____, 20_____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

UNIFOR
LOCAL 636

Pay Equity Maintenance

The parties agree to complete the pay equity maintenance exercise **within one (1) year of the date of ratification of the agreement.**

SIGNED this _____ day of _____, 20_____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

UNIFOR
LOCAL 636

Hairdresser Contracting Out

The Union agrees to allow the Employer to gradually phase out the Hairdressing from the Bargaining Unit. During the phase out period it is expected that vacant hairdresser hours will be replaced by other persons employed as hairdressers in the bargaining unit (as of October 9, 2008) to the extent that such person(s) are willing to work the shifts offered. The total hours lost from this service will go to the Activation Department. The Employer agrees that this will be done by not replacing the Hairdressers as they retire, quit or are terminated and whose position is not reinstated through the grievance procedure. The Employer also agrees that any outside contractor hired to provide hairdressing services will not take hours away from the employees currently performing this work. In addition hours created due to absence, vacation, etc. will be distributed first to other persons in the bargaining unit employed as hairdressers.

SIGNED this _____ day of _____, 20____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

UNIFOR
LOCAL 636

New Line Schedules

Upon the implementation of this Collective Agreement, the Employer shall commence the process to make a major change to shift schedules using the Protocol for Major Changes in Schedule. The new schedule will provide for lines in which certain senior full-time employees in each department will not be scheduled to work more than one (1) weekend in four (4), without their consent. Specifically, once implemented, for the duration of this collective agreement, the minimum number of full-time employees in each Department that will be eligible for the new schedule will be:

- RPN - 5
- PSW 12
- Dietary 3
- Housekeeping/Laundry 2
- Maintenance....1
- Activation....2

Once the new line schedules are developed, all full-time employees will be able to bid their seniority for said lines. A senior full-time employee assigned to the new line schedule will only be permitted to take vacation on a scheduled weekend if she takes a minimum of one (1) week((seven (7) consecutive days) of vacation or if a mutual exchange of shifts (only weekend for weekend) has been requested and approved in accordance with Article 13.09.

SIGNED this _____ day of _____, 20_____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

UNIFOR
LOCAL 636

Secured Unit

The parties agree to meet to investigate appropriate educational requirements for staff who work primarily in the secured unit.

SIGNED this _____ day of _____, 20_____.

THE COUNTY OF OXFORD
(WOODINGFORD LODGE)

UNIFOR
LOCAL 636

Schedule B - Benefits - Sun Life Policy 55430

Class CC - Woodingford Lodge - UNIFOR Local 636

LIFE INSURANCE	
Benefit amount	1.5 x annual earnings
Maximum	\$200,000
Non Evidence Maximum	\$200,000
Reduction	50% at age 65
Termination age	Age 70 or retirement
AD&D	
Benefit amount	Equal to Life
Maximum	\$200,000
Termination age	Age 70 or retirement
DEPENDANT LIFE	
Benefit amount	Spouse \$5,000 Child \$2,500
Termination age	Age 70 or retirement
LONG TERM DISABILITY	
Benefit Amount	75% of monthly earnings
Maximum	\$6,000
Non Evidence Maximum	\$6,000
Elimination Period	119 days
Maximum Benefit Period	65
Definition of Disability	24 months own occupation, thereafter any occupation
Termination age	Earlier of retirement or age 65 less the elimination period
EXTENDED HEALTH CARE	
Deductible	Nil
Reimbursement	100%
Overall Maximum	Unlimited
Waiting Period	No waiting period of EHC, Emergency Travel & Dental; 3 months of continuous employment
Overage Dependent	under age 21, until the age of 26 if full-time student
Termination age	Retirement
Vision Care	\$350 per 12 months under the age of 18, 24 months over the age of 18
Eye Examinations	1 per benefit year
Hospital	N/A
Chronic Care	180 days
Drugs	
- Type	Legally requiring a prescription
- Drug Card	Yes
- Capped Dispensing Fee	\$10.00 per Rx
- Deductible	N/A
- Co-payment	N/A

- Fertility Drugs	Covered
- Smoking Cessation	N/A
- Anti-obesity	N/A
-Erectile Dysfunction	N/A
Private Duty Nursing	\$5,000 per calendar year
Chiropractor	\$20 per visit to a max of \$350 per calendar year
- Deductible	None
Osteopath	\$15 per visit to a max of \$350 per calendar year
Podiatrist/Chiropodist	\$15 per visit to a max of \$350 per calendar year
Naturopath	\$15 per visit to a max of \$350 per calendar year
Speech Therapy	\$15 per visit to a max of \$350 per calendar year
Psychologist/Psychiatrist	\$30 per visit to a max of \$350 per calendar year
Physiotherapist	\$400 per calendar year
Massage	\$20 per visit to a max of \$350 per calendar year
Orthopaedic Shoes or Boots	\$300 per calendar year
Custom-Moulded Orthotic's	\$500 per calendar year
Hearing Aids	\$700 per 60 months
Ambulance	Covered
Medical Equip. & Supplies	Covered for therapeutic use

TRAVEL

Benefit Maximum	\$1,000,000
Trip Duration	60 Days

DENTAL

Benefit	Basic & Preventative Services-100%, Orthodontics - 50%
Deductible	Nil
Maximums	Basic - Unlimited, Orthodontics - \$1,000 lifetime max
ODA Fee Schedule	Current
Recall Frequency	Once every 9 months
Termination age	Retirement

For further details refer to the benefits booklet or the online benefits through the insurance provider's website

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