

SOURCE	ca		
EFF.	96	11	19
TERM.	98	11	18
NO. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	100		



COLLECTIVE I

BETWEEN:

**THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE**

- AND -

**LONDON AND DISTRICT SERVICE WORKERS UNION
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.**

PART-TIME BARGAINING UNIT

*THIS DOCUMENT IS AN UNOFFICIAL COPY OF THE COLLECTIVE AGREEMENT ONLY. THE OFFICIAL COPY OF THE COLLECTIVE AGREEMENT IS THE SIGNED COPY THAT IS HELD IN FILES OF LOCAL 220 AT ITS' OFFICES AT 228 CLARENCE STREET, LONDON, ONTARIO.

EXPIRY: NOVEMBER 19, 1998

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JUN 30 1998

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COLLECTIVE AGREEMENT

BETWEEN:

**THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE**

(Hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

**LONDON AND DISTRICT SERVICE WORKERS' UNION
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.**

(Hereinafter referred to as the "Union")

OF THE SECOND PART

PART-TIME BARGAINING UNIT

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 The Employer recognizes the Union, as certified by the Ontario Labour Relations Board on the 19th day of November, 1986, as the exclusive bargaining agent of all employees of Woodingford Lodge in Woodstock, Ontario regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except registered nurses, supervisors, persons above the rank of supervisor and office and clerical staff.

- 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 No employee shall be discriminated against by either party because of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status or place of residence, nor by reason of his 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 of the bargaining unit as defined herein 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 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.
- 2:06 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.
- 2:07 Temporary employee means an employee hired for a specific term not to exceed six (6) months, or in the case of maternity leave, the duration of the maternity leave, to replace an employee who will be on an approved leave of absence, absence due to WCB disability, pregnancy leave, parental leave, sick leave, long-term disability, or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, the employee and the Home. The period of employment of such persons will not exceed the absentee's leave. The temporary employee shall be treated in accordance with the terms and conditions of the Collective Agreement except the release or discharge of such persons shall not be the subject of a grievance or arbitration.

Part-time employees filling such temporary full-time positions will be covered by the Part-time Collective Agreement.

A temporary vacancy will be filled in accordance with the job posting procedure contained in the Collective Agreement.

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 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.

3:02 The Employer will not exercise these rights and functions in a manner inconsistent with the provisions of this Collective Agreement.

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 four (4) employees, one (1) of whom shall be a part-time bargaining unit member 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 48 hours prior to the meeting, with an agenda of the items to be

discussed. A Local 220 Union Representative may be present at the meeting and the Employer may have such assistance as it desires.

5:03 The Union shall elect or otherwise select five stewards, one of whom shall be a part-time bargaining unit member 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 stewards and committee members 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. Stewards and committee members 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, stewards servicing grievances and committee members attending the meetings referred to in 5:02 during their regular working hours shall not suffer any deductions from their regular pay.

In accordance with this understanding, it is agreed that:

- (a) Each member of the Union Committee shall receive his regular pay for all regularly scheduled work hours lost due to attendance at negotiating meetings with Representatives of the Employer up to arbitration.
- (b) A Steward, the grievors 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 45 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 Stewards and Union Committee Members and will keep such list up to date at all times.

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. Not more than ten (10) working days after the circumstances giving rise to a grievance first occurred or originated, the employee involved shall take up the matter by way of complaint with her Supervisor or Department Head.

6:02 Within five (5) calendar days after receiving the complaint as aforesaid, the Supervisor or Department Head, as the case may be, 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) calendar days following the advice of the immediate Supervisor's decision in the manner and sequence outlined in Article 7.

6:03 An employee subject to discipline and/or discharge shall have the right to the presence of a Steward or an alternative at the time the discipline and/or discharge is imposed if she so requests. The Employer shall advise the employee of her right to request such representation.

6:04 Dignity in the Workplace

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, sexual orientation, age, record of offenses, marital status, handicap or position with the organization.

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 steward 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 seven (7) calendar days following the presentation of the grievance to her. Failing settlement:

Step 2

Within seven (7) calendar days after the decision in Step 1 is given, the employee, who may be accompanied by her Steward, may submit the grievance in writing to the Lodge administrator or his designate who shall deliver his decision in writing within seven (7) calendar days following the presentation of the grievance to her. Failing settlement:

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 Steward and the Management Committee appointed by the Board. Such special meeting shall take place within ten (10) working days following the submission of the grievance to the Employer. A representative of Local 220 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 nominees shall agree upon a third person to act as Chairman of the Board of Arbitration. If the two 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 expense of the nominee appointed by it and the parties will share equally the expenses, if any, of the Chairman of the Arbitration Board. The proceedings of the Arbitration Board will be expedited by the parties hereto and the decisions of the majority and, where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 9:06 The Arbitration Board 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 Nothing in the Agreement shall prevent the parties hereto from agreeing on a single arbitrator to hear and decide any matter which may properly be referred to arbitration. If the parties agree to the use of a single arbitrator, then the costs of such arbitrator shall be shared equally by the parties.

ARTICLE 10 - DISCHARGE 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 Board of Arbitration.

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 personal 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 in the month following the month in which the employee was hired. The deductions shall be made from the first pay in each calendar month 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. T-4 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 to interview each new employee within regular working hours and without loss of pay for a maximum of fifteen (15) minutes. Such times shall be mutually arranged and within twenty-one (21) calendar days of the Union's notification of her 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 defined as length of continuous service and will be acquired when an employee has completed forty-five (45) working days of service or thirty (30) actual days worked, whichever is the greater. Upon successful completion of this probationary period, employees will be credited with seniority from the date of hire.
- 12:02 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.
- 12:03 Seniority lists containing the names of all employees will be posted on the Union bulletin board in March and September of each year. The Employer agrees to supply the Union office and the Union Committee with a copy of the seniority list as posted and updated.
- 12:04 Employees whose status changes from full-time to part-time or from part-time to full-time shall have their seniority converted on the basis of one year of full-time seniority equalling 1750 hours of part-time seniority and vice versa.
- 12:05 Layoff and Recall
- (a) In the event of layoff, the Employer shall lay-off employees in reverse order of their seniority. An employee laid off may accept the lay-off or displace the least senior employee in the bargaining unit whose duties she can perform without training other than orientation. Any person displaced through this procedure shall herself be entitled to utilize the procedure.

- (b) In the part time bargaining unit, the most junior employee would then have the choice to either:
- a) accept the layoff; or
 - b) displace the most junior persons in the part time bargaining unit provided he or she has more seniority and can perform the work required with a brief orientation period.

The displaced junior employee would then be laid off.

- (c) Employees laid off from the full time bargaining unit classification will have the right to the same procedure as the part time employee in displacing the most junior part time employee providing they have greater seniority and can perform the work required with a brief orientation period.

12:06 (a) Where a position or positions become available in a classification or classifications in which the layoff occurred, displaced and/or laid off employees who retain seniority shall be recalled to positions in the classification from which they were laid off, in the order of their seniority, provided that she then has the ability to perform the available work.

- (b) An employee shall have the opportunity to recall from a layoff to a vacancy, in order of seniority, provided she has the qualifications and ability to perform the work without training other than orientation, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of the layoff.

- (c) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (d) 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.
- (e) 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.

- (f) 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, 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.
- (g) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days provided they have the qualifications and ability to perform the work without training other than orientation. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

12:07 Persons on lay-off who wish to be notified of job vacancies other than those to which they have recall rights may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs.

12:08 Notice of Layoff

In the event of a proposed layoff at the Lodge of a permanent or long-term nature, or the elimination of a position within the bargaining unit, the Employer shall:

- (i) provide the Union with no less than three (3) months' written notice of this proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than three months' written notice of layoff, or pay in lieu thereof.

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 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.

12:09 Grievances concerning layoffs and recalls shall be initiated at Step 1 of the grievance procedure.

12:10 Loss of Seniority

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

- (a) quits;
- (b) is discharged and is not reinstated under the terms of this Agreement;
- (c) has been laid off for 24 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 30 minutes allowed without loss of pay in each shift for a meal.

13:02 There shall be two fifteen minute rest periods permitted in each eight hour shift.

13:03 Overtime shall be paid at the rate of time and one-half for all hours worked in excess of the normal scheduled shift, or in excess of 80 hours during any two week pay period. Overtime shall apply to all hours which an employee is required to work on her scheduled day off.

13:04 There shall be a minimum of sixteen (16) hours off when changing shifts unless the employee agrees otherwise.

13:05 Schedules of work shifts shall be posted at least four (4) weeks in advance and remain posted for the duration of the schedule. 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.

13:06 Part-time employees in the housekeeping and laundry services will normally be scheduled exclusively in either housekeeping or laundry. If the staffing needs of either area cannot be met by the available employees normally scheduled in that area, the Employer may require employees normally scheduled in the other area to fill in.

- 13:07 (a) A request for mutual exchange of shifts must be made in writing to the Department Head, whose authorization shall not be unreasonably withheld. The Employer shall not be responsible for any overtime premium that might arise as a result of the mutual exchange of shifts.
- (b) The Employer shall make every reasonable effort to arrange for shift schedules in order to share working hours on an equitable basis.

13:08 The Employer shall make every reasonable effort to arrange shift schedules in order that part time employees will be allowed at least one weekend off per month.

13:09 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.

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.

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 | Thanksgiving Day |
| 3rd Monday in February | Remembrance Day |
| Good Friday | Christmas Day |
| Easter Monday | Boxing Day |
| Victoria Day | Labour Day |
| Canada Day | Civic Holiday |

16:02 In order to qualify for holiday pay for each of the above designated holidays, a part-time employee must have earned wages on at least ten (10) days during the four (4) weeks immediately preceding the holiday and must work her scheduled day of work preceding and following the holiday, unless excused by the Employer because of illness or other reasonable excuse.

An employee's holiday pay shall be calculated on the basis of the employee's regular rate of pay times the average number of hours worked on those days on which the employee earned wages during the two full pay periods immediately preceding the holiday.

16:03 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 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 16:02.

16:04 A shift that begins or ends during the twenty-four 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 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 fifteen (15) 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) Employees with more than fifteen (15) years of continuous service but less than twenty-two (22) 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) Employees completing twenty-two (22) 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.

17:02 (a) The vacation entitlement of employees whose status changes from part-time to full-time shall be calculated by converting the years of service in the part-time bargaining unit to years of service in the full-time bargaining unit on a basis of 1750 hours of work in the part-time bargaining unit equals one (1) year of service in the full-time bargaining unit.

- (b) Vacation requests during the months of July and August shall be up to a maximum of two (2) full calendar weeks except in extenuating circumstances where the employee may request in writing a longer period of time, Such requests shall not be unreasonably withheld.

ARTICLE 18 - PERCENTAGE IN LIEU OF BENEFITS

18:01 Part-time employees shall receive, in addition to their regular straight time hourly rates, a 12% 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.

ARTICLE 19 - LEAVES OF ABSENCE

19:01 A part-time employee shall be granted a compassionate leave of absence of up to three (3) days with pay upon application to the Employer in the event of a death of a member of the employee's immediate family. The term "immediate family" shall mean parents, step-parents, spouse, common-law spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, daughter-in-law, son-in-law. Such compassionate leave with pay will be restricted to any scheduled days that fall within three (3) days of the funeral.

19:02 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.

19:03 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.

19:04 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 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 with 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 19:04 (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) After confirmation by the Unemployment Insurance Commission of the appropriateness of the Supplemental Unemployment Benefit (SUB) Plan, an employee who commences a leave as set out above who is in receipt of unemployment insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act 1971, shall be paid a supplemental unemployment 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 unemployment insurance benefits and any other earnings. Such payment shall commence following the completion of the two week unemployment insurance waiting period, during which time she shall receive 75% of her regular weekly earnings, and receipt by the Employer of the

employee's unemployment insurance cheque stub as proof that she is in receipt of unemployment 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, the Canada Employment and Immigration Commission, 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 thirteen (13) weeks before the child came into a parent's custody, care and control for the first time, is entitled to an 18 week unpaid parental leave.
- (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 35 weeks after the day the child is borne 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 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 weeks notice before the earlier date, or to a later date giving two 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 weeks from that date to give the Employer written notice of their intent to take the parental leave.

19:05 During the pregnancy/parental leave, the employee shall continue to accrue service 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.

19:06 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.

19:07 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.

19:08 Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of forty (40) days. 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;
- (b) No one such leave of absence shall extend beyond two weeks.
- (c) A request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested.

The forty (40) days referred to above shall be the maximum for the full-time and part-time bargaining units combined.

19:09 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 20 - JURY/WITNESS DUTY

20:01 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 21 - JOB POSTING

21:01 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, and where applicable, a brief description of the duties and responsibilities. In addition, the posting shall indicate those qualifications required by the Employer.

21:02 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.

21:03 In the event the successful applicant within twenty-five (25) working days 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 her former position, she shall be returned to her former position without loss of seniority, and it is agreed that successful applicants of the job bidding procedure will not be permitted to reapply for a posted job for a period of six (6) months.

21:04 Where job postings in each bargaining unit are not filled by applicants from within the bargaining unit in which the posting occurs, the Employer agrees to consider applicants from the other bargaining unit prior to hiring from outside the Lodge. Such consideration will be made pursuant to Article 24:02 in the full-time bargaining unit and 21:02 in the part-time bargaining unit.

21:05 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.

21:06 Full-time vacancies which are not expected to exceed thirty (30) calendar days and vacancies caused due to illness, accident, leaves of absence (including maternity or adoption leave) may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question prior to considering people outside the bargaining unit. Where part-time employees fill such temporary full-time vacancies, they shall still be considered regular part-time employees and shall be covered by the terms of the part-time Collective Agreement. Upon completion of the temporary vacancy period, the employee will return to her former status.

ARTICLE 22 - MINIMUM ALLOWANCE

22:01 Employees who report for scheduled work without being notified to the contrary at least two 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.

22:02 Any employee who is called back to perform emergency work at any time between one (1) hour after she has left work and one and one-half (1 1/2) hours before her normal starting time, shall be paid a minimum of four (4) hours at time and one-half.

22:03 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 23 - BULLETIN BOARD

23:01 The Employer will provide, at a location in the Home designated by the Employer, a bulletin board for exclusive use of the Union on which bulletin board the Union may post notices having to do with its official business only.

ARTICLE 24 - JOBSECURITY

24:01 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.

24:02 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.

ARTICLE 25 - TRANSFERS

25:01 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.

25:02 When an employee who is transferred to a higher category 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 26 - CLASSIFICATION ADJUSTMENT

26:01 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.

26:02 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 arbitration board hearing the dispute shall select either the rate established by the Employer or that proposed by the Union. The arbitration board 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 27 - HEALTH AND SAFETY

27:01 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.

27:02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention, Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.

- 27:03 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.
- 27:04 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 27:05 Meetings shall be held every second month 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.
- 27:06 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.

ARTICLE 28 - UNIFORM ALLOWANCE

- 28:01 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, this allowance shall be \$120.00 per year for full-time employees and six and one half (6½) cents for each hour paid for part-time employees. 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 29 - GENERAL

- 29:01 The Employer will provide a meal for the employees on the 1500-2300 hour shift on Christmas Day and New Year's Day.
- 29:02 On prior approval of the Employer, an employee who successfully completes a course related to her job function shall be reimbursed for 100% of the tuition fees associated with such course.

* 25

29:03 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.

ARTICLE 30 - RETROACTIVITY

30:01 The wage increase shall be effective November 19, 1996 on a retroactive basis to all 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 Collective 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 31 - WAGES

31:01 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.

31:02 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.

ARTICLE 32 - DURATION

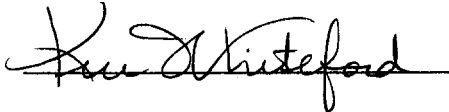
32:01 The Collective Agreement shall become effective as of November 19, 1996 and shall continue in force until November 18, 1998.

32:02 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.

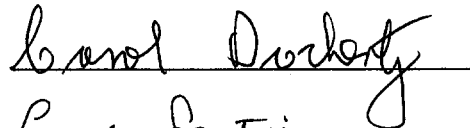
DATED at Woodstock , Ontario this 29th day of May, 1998.

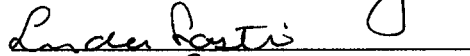
THE CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)

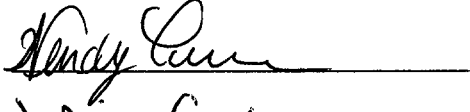


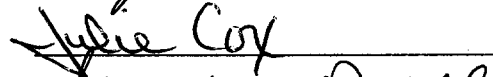


LONDON AND DISTRICT SERVICE
WORKERS' UNION, LOCAL 220











LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

- AND -

LONDON AND DISTRICT SERVICE WORKERS'
UNION, LOCAL 220

FULL-TIME AND PART-TIME AGREEMENTS

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

The Lodge agrees to attempt to distribute as equitably as practicable subject to the availability, qualifications and preferences of employees, to members of the part-time bargaining unit, hours of work which become available as a result of illness or accident (whether WCB eligible or not), vacations, paid holidays, or leaves of absence suffered or enjoyed by members of the full or part-time bargaining units. In distributing these scheduled hours of work, the Lodge shall take into account the number of hours the employees are schedule to work in the week in which the distribution occurs. *kw 80*

DATED at Woodstock , Ontario this *29th* day of *May*, 1998.

**THE CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)**

[Signature]

[Signature]

**LONDON AND DISTRICT SERVICE
WORKERS' UNION, LOCAL 220**

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LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

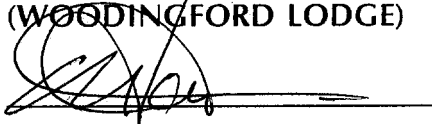
- AND -

LONDON AND DISTRICT SERVICE WORKERS'
UNION, LOCAL 220

A request for a mutual exchange of shifts between full time and part time employees must be made in writing, at least two weeks prior to the posting of the schedule, to the Department Head whose authorization shall not be unreasonably withheld. The Employer shall not be responsible for any overtime premium that might arise as a result of the mutual exchange of shifts.

DATED at Woodstock, Ontario this ^{29th} day of May, 1998.

THE CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)



Ken Whiteford

LONDON AND DISTRICT SERVICE
WORKERS' UNION, LOCAL 220

Paul Docherty

Lucien Jettin

Andy Turner

Julie Cox

Shelly Meele

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE


-AND-

LONDON AND DISTRICT SERVICE WORKERS'
UNION, LOCAL 220

The Employer agrees to provide the Union with sufficient space in which to locate a filing cabinet. The location is to be mutually agreed upon with the understanding that its use should not interfere with the normal activities of such location.

SIGNED this 29th day of May, 1998.

FOR THE EMPLOYER



Ken Whiteford

FOR THE UNION

Carol Docherty

Lynda Scott
Nancy Ann

Julia Cox
Shelley Shree

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

- AND -

LONDON AND DISTRICT SERVICE WORKERS'
UNION, LOCAL 220


The parties agree to meet to discuss amending the health/welfare package with the understanding that if the parties cannot agree to any such amendment the current provisions contained within the existing Collective Agreement would remain.

The intention of the discussions would be toward seeking improvements on benefit items with the consideration to cost effectiveness to the Lodge.

Any dollar savings generated through changes to the existing plan design would be split 50/50 between the Employer and the Union. The Union will determine the distribution of its savings to the membership at the Lodge.

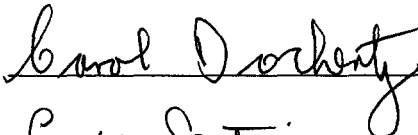
SIGNED this 29th day of May, 1998.


FOR THE EMPLOYER

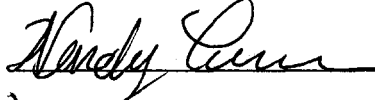



Ken Whiteford

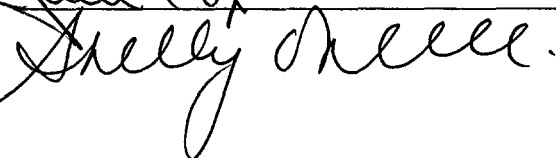
FOR THE UNION











SCHEDULE "A"

<u>Effective November 19, 1996</u>	<u>Start</u>	<u>6 months</u>
Adjuvant	16.28	16.73
Activities/Helper	14.65	14.89
Baker/Cook	15.77	16.13
Cook (Early)	16.37	16.73
Cook (Late)	14.83	15.20
Hairdresser	15.30	16.13
Housekeeping Assistant	16.45	16.73
Housekeeping Aide	14.62	14.89
Housekeeping/Laundry Aide	14.62	14.89
Kitchen Aide	14.62	14.89
Dietary Aide	14.92	15.20
Laundry Aide I	14.62	14.89
Laundry Aide II	15.85	16.13
Maintenance Worker	16.39	16.73
Night Janitor	14.63	14.89
Nurse Aide/Orderly	15.89	16.13
Registered Practical Nurse	16.53	17.16
Clerical Aide	16.49	16.73

SCHEDULE "A"

<u>Effective November 19, 1997</u>	<u>Start</u>	<u>6 months</u>
Adjuvant	16.44	16.90
Activities/Helper	14.80	15.04
Baker/Cook	15.93	16.29
Cook (Early)	16.53	16.90
Cook (Late)	14.98	15.35
Hairdresser	15.45	16.29
Housekeeping Assistant	16.61	16.90
Housekeeping Aide	14.77	15.04
Housekeeping/Laundry Aide	14.77	15.04
Kitchen Aide	14.77	15.04
Dietary Aide	15.07	15.35
Laundry Aide I	14.77	15.04
Laundry Aide II	16.01	16.29
Maintenance Worker	16.55	16.90
Night Janitor	14.78	15.04
Nurse Aide/Orderly	16.05	16.29
Registered Practical Nurse	16.70	17.33
Clerical Aide	16.65	16.90