

LOCAL 636

CAW

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

- AND -

CANADIAN AUTO WORKERS LOCAL 636

EXPIRY: DECEMBER 31, 2006

TABLE OF CONTENTS

ARTICLE 1 - GENERAL PURPOSE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - STRIKES AND LOCKOUTS	2
ARTICLE 5 - UNION REPRESENTATION	2
ARTICLE 6 - COMPLAINT PROCEDURE	3
ARTICLE 7 - GRIEVANCE PROCEDURE	4
ARTICLE 8 - POLICY GRIEVANCE	5
ARTICLE 9 - ARBITRATION PROCEDURE	5
ARTICLE 10 - DISCIPLINE CASES	6
ARTICLE 11 - UNION SECURITY	7
ARTICLE 12 - SENIORITY	7
ARTICLE 13 - HOURS OF WORK	10
ARTICLE 14 - SHIFT PREMIUM	11
ARTICLE 15 - RESPONSIBILITY PAY	11
ARTICLE 16 - PAID HOLIDAYS	11
ARTICLE 17 - VACATIONS	12
ARTICLE 18 - INCOME PROTECTION - SHORT TERM	14
ARTICLE 19 - PERCENTAGE IN LIEU OF BENEFITS (PART-TIME EMPLOYEES).....	16
ARTICLE 20 - WORKPLACE SAFETY AND INSURANCE BOARD	16
ARTICLE 21 - LONG-TERM DISABILITY	16
ARTICLE 22 - HEALTH AND WELFARE	17
ARTICLE 23 - LEAVES OF ABSENCE	17
ARTICLE 24 - JURY/WITNESS DUTY	20
ARTICLE 25 - JOB POSTING	20
ARTICLE 26 - MINIMUM ALLOWANCE	21
ARTICLE 27 - BULLETIN BOARD	21
ARTICLE 28 - JOB SECURITY	21
ARTICLE 29 - TRANSFERS	22

ARTICLE 30 - CLASSIFICATION ADJUSTMENT 22

ARTICLE 31 - HEALTH AND SAFETY 22

ARTICLE 32 - UNIFORM ALLOWANCE 23

ARTICLE 33 - GENERAL 23

ARTICLE 34 - RETROACTIVITY 23

ARTICLE 35 - WAGES 24

ARTICLE 36 - DURATION 24

LETTERS OF UNDERSTANDING:

Full Time and Part Time Employees 25

Changes to Posted Nursing Schedule for Time Off..... 26

Call-In Procedure – Part-Time Nursing Employees 27

Scheduling of Full-Time Nursing Shifts 28

Influenza Vaccinations 29

Disciplinary Action – Violence Against Women..... 31

Union Office 32

Severance Option Pertaining to New Sites 33

Benefits – Early Retirement..... 34

Grandfathering of Food Services Positions..... 35

Frozen Sick Leave..... 36

SCHEDULE “A”

INDEX

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE COUNTY OF OXFORD WOODINGFORD LODGE

(Hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

CANADIAN AUTO WORKERS LOCAL 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.

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 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.

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 **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 48 hours prior to the meeting, with an agenda of the items to be discussed. A Local 636 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 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 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 **immediate** supervisor.

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.

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.

The Employer and the CAW 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.

Where there is a complaint or involvement of a union member regarding harassment, that member shall have the right to complain to a CAW or management representative, who will immediately undertake a joint investigation with a CAW Representative, to be identified by the CAW, following the procedures in

the Woodingford Lodge Workplace Harassment Prevention Policy, Policy No. **1.265, dated March, 2004.**

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 CAW.

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 **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 Steward, may submit the grievance in writing to the Manager of Operations or her designate who shall deliver her decision in writing within **five (5) working 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 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 nominees shall agree upon a third person to act as Sole Arbitrator. 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 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.

Mediation

9.07 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.

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 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. 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 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 **worked 337.5 hours or 120 calendar days (excluding orientation), whichever comes first. 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 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 Local Union and Union Committee with a copy of the seniority list as posted and updated. In addition, a list will be sent to the Local Union which includes names, addresses, postal codes and phone numbers.
- 12.04 Employees whose status changes from full time to part time or from part time to full time shall have their seniority reflected as of date of hire.
- 12.05 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 3rd month in which the layoff starts.
 - (b) persons laid off for a period longer than 3 months will become exclusively responsible for the payment of all health and welfare premiums previously paid by the Employer for the following three months.
- 12.06 Layoff and Recall
- (a) In the event of layoff, the Employer shall layoff employees in reverse order of their seniority. An employee laid off may accept the layoff or displace the least senior employee 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) Among full- time employees, the most junior employee would then have the choice to either:
 - i) accept the layoff, or

- ii) displace the most junior part-time employee, 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) Part-time employees laid off will have the right to the same procedure as the full-time employee in displacing the most junior full time employee providing they have greater seniority and can perform the work required with a brief orientation period.

12.07 (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 of 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.

12.08 Persons on layoff 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.

12.09 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.

12.10 Grievances concerning layoffs and recalls shall be initiated at Step 1 of the Grievance Procedure.

12.11 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 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 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 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 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 nursing employees shall be equalized between employees based on seniority and rotation through seniority.

- 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 **thirty-two (32)** hours 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 Full-time employees will not be required to work more than seven (7) days consecutively 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. 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.

The Employer shall make every reasonable effort to arrange shift schedules in order to share working hours on an equitable basis by hours worked.

- 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.**

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 offshift 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. **Effective January 1, 2005, the Employer agrees to pay all employees a weekend premium on all hours worked between Friday 11:00 PM and Sunday 11:00 PM.**

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 (deemed to be Heritage Day)	Remembrance Day
Good Friday	Christmas Day
Easter Sunday	Boxing Day
Victoria Day	Labour Day
Canada 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 thirty day period immediately before or 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. Employees absent on unpaid sick leave or approved leave of absence without pay shall be entitled to be paid only for those holidays which fall in the first fifty (50) days of absence.

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) In order for a part-time employee to qualify for holiday pay for each of the above designated holidays, the 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.

A part-time 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.

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

Pay at the rate of one and one half (1 1/2) the employee's regular straight time hourly rate of pay for work performed on such holiday in addition to the holiday pay; or

Pay at the rate of one and one half (1 1/2) the employee's regular straight time hourly rate of pay for work performed on such holiday and an alternative day off with pay within either thirty (30) days before or thirty (30) days following the holiday; such lieu day off with pay to be mutually arranged by the employee and the Employer.

(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 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

(Full-time Employees)

17.01 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 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) Full-time employees completing twenty-two (22) years of continuous service shall receive six (6) weeks vacation with pay.

17.02 (a) Before March 1 in each year, full-time employees shall submit in writing, their preference for vacations to their department head. 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 prefer 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 April 1.

- (b) The Employer will respond to vacation requests other than those covered under 17.02 (a) within two (2) weeks of the request providing the request is made in excess of two weeks prior to the commencement of the vacation.

17.03 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.

17.04 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.

17.05 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, take the vacation in a subsequent vacation year. The request to the department head shall be in writing at least two months prior to the end of her vacation year. There shall be no cash in lieu of annual vacations except as provided for under the Employment Standards Act.

17.06 **Vacation entitlement is based on service on the employee's 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 17.05.

17.07 A full-time employee who is absent from work for more than twenty-four (24) months while on WSIB or on long term disability benefits or a leave of absence for more than six (6) months shall have her vacation time proportionately adjusted to reflect same except as provided for under the Employment Standards Act.

A part-time employee who is absent from work for more than twenty-four (24) months while on WSIB or on a leave of absence for more than six (6) months shall have her vacation time proportionately adjusted to reflect same except as provided for under the Employment Standards Act.

(Part-Time Employees)

17.08 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 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
- (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) Employees with more than fourteen (14) 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.

17.09 Vacation requests during the months of July and August 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 during the months of July and August.

17.10 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.

17.11 The vacation entitlement of all employees shall be based on date of hire.

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

17.13 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.

ARTICLE 18 - INCOME PROTECTION -- SHORT TERM

(Full-time Employees)

18.01 All full time employees who have completed their probationary period and who are unable to perform their duties due to non-occupational illnesses or injury shall be entitled to income protection in accordance with the following schedule:

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

18.02 The maximum of short term income protection for any non-occupational illnesses or injuries will be 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 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 17 weeks of benefit will not be re-instated until the employee has returned to active employment.**

18.03 Each full-time employee will be allowed six (6) paid "sick days" in a year, which shall be applied immediately when absent due to non-occupational illnesses or injuries.

18.04 A full-time employee will be allowed to accumulate the number of "sick days" by one half of the difference between the six (6) days given in any year and the actual "sick days" used. These accumulated "sick days" may be used to provide a maximum of 100% of the employee's daily rate of pay while receiving Short Term Income Protection.

There will be no cash surrender value at termination or retirement of any of the unused accumulated "sick days".

18.05 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.

18.06 All full-time and part-time employees who are absent on account of non-occupational illnesses or injuries must report to their **immediate supervisor** during the first day of absence, and where the absence is **prolonged (or in excess of three consecutive working days), the immediate supervisor may request that the employee provide information from the treating Health Care Professional to provide 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.

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

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 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.**

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 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.

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.

ARTICLE 21 – LONG TERM DISABILITY

- 21.01 The Employer agrees to pay 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 119 calendar days of continuous disability the employee will be eligible for Long Term Disability payments in the amount of 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

22.01 For all eligible full-time employees, the Employer shall pay 100% of the premium cost of:

Extended Health Care (no deductible on prescription drugs).

Pay direct drug card with no per prescription deductible.

Vision Care \$250 every 24 months for subscriber and eligible dependents, plus Hearing Aid Care @ \$400. every 60 consecutive months. Effective January 1, 2005, vision care will be \$300 every 24 months.

Effective February 27, 1990, Dental Plan #7 is replaced by Dental Plan #9 and the Employer shall be required to pay 80% of the premium cost of Dental Plan #9 (current O.D.A. Schedule).

Group Life Insurance Plan providing coverage of one and one-half times annual earnings calculated to the next higher \$1,000.00.

22.02 Any difference arising with respect of any insurance policy established in order to provide the health and welfare plans as herein set forth will be disposed of in accordance with the grievance and arbitration procedures of this Collective Agreement. It is understood and agreed that the benefit plans or policies are not themselves subject to the grievance or arbitration procedure. However, the Employer agrees to make every reasonable effort to assist employees in resolving disputes with any of the insurers.

22.03 The Employer may substitute another carrier for any of the insured plans referred to herein provided that the level of benefit conferred thereby is not decreased. The Employer will advise the Union of any change in carrier or underwriter at least thirty (30) days prior to implementing such change.

22.04 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 W.S.I.B. disability benefits as long as she remains an employee.

O.M.E.R.S. Pension

22.05 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 become 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.

ARTICLE 23 - LEAVES OF ABSENCE

23.01 Effective upon the date of ratification, an employee shall be granted a compassionate leave of absence of four (4) days with pay upon application to the Employer in the event of a death of a parent, step-parent, spouse, common law spouse, same-sex spouse/partner, child or step-child. Such compassionate leave with pay for part-time employees will be restricted to any scheduled days that fall within three (3) days of the funeral.

An employee shall be granted a compassionate leave of absence of three (3) days with pay upon application to the Employer 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.

- 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 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;
 - (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.
- 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 The Employer agrees to pay into a special fund \$600 annually (\$700 in 2005 and \$800 in 2006) 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, CAW and sent to the following address:

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

23.08 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 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 week employment insurance waiting period, during which time she shall receive 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 **35 week unpaid parental leave (for the birth mother) and a 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 **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 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.

23.09 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.

23.10 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 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, 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 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.

25.04 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.

25.05 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.

25.06 Full-time 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 full-time employee, the successful applicant shall return to her former position.

The successful applicant may not bid on another full-time 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 full-time employee returns and/or the original temporary vacancy is completed.

ARTICLE 26- MINIMUM ALLOWANCE

26.01 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.

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 1/2) 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.

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 representatives whose primary duties are in Woodstock, one representative whose primary duties are in Ingersoll and one 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 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.
- 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 CAW 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.

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, this allowance shall be \$175.00 per **calendar** year for full time employees and \$100.00 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 100% of the tuition fees associated with such course.

33.02 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.**

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.

33.03 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.

ARTICLE 34 - RETROACTIVITY

34.01 The wage increase shall be effective January 1, 2004 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.

ARTICLE 36 - DURATION

36.01 The Collective Agreement shall become effective as of January 1, 2004 and shall continue in force until December 31, 2006.

36.02 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 _____, 2004.

THE CORPORATION OF THE
COUNTY OXFORD
(WOODINGFORD LODGE)

CANADIAN AUTO WORKERS
UNION, LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

CANADIAN AUTO WORKERS
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 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 _____, 2004.

THE CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)

CANADIAN AUTO WORKERS
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

CANADIAN AUTO WORKERS
LOCAL 636

Changes to Posted Nursing Schedule for Time Off (Full-Time and Part-Time Employees)

1. Mutual exchange of shifts will continue per Article 13.09 of the Collective Agreement.
2. The practice of employees finding their own replacements for posted scheduled shifts is discontinued effective August 1, 2000. Written requests for time off will be considered at the discretion of Manager of Resident Services who will respond within two (2) weeks of the request, providing the request is made in excess of two weeks prior to the date requested, and if approved will be filled using the established call-in procedure. For requests made less than two weeks of the requested date, the Manager will have the discretion to use the call-in procedure or have the employee find their own replacement.

SIGNED this _____ day of _____, 2004.

CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)

CANADIAN AUTO WORKERS
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

CANADIAN AUTO WORKERS
LOCAL 636

Call-in Procedure – Part-time Nursing Employees

Part-time nursing employees shall be on call and will make themselves reasonably available for duty. Sign in sheets for call-in availability will be posted by shift on a calendar month basis.

Part-time nursing employees will notify the Employer in writing if they are unavailable for call-ins on a calendar monthly basis.

SIGNED this _____ day of _____, 2004.

THE CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)

CANADIAN AUTO WORKERS
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

CANADIAN AUTO WORKERS
LOCAL 636

Scheduling of Full-Time Nursing Shifts

Within one (1) year of the date of ratification:

1. The Employer, with the assistance of the Union Committee, will post a schedule that will provide employees with the opportunity to "bid" on "lines" based on a 7-day rotation or a 4-day rotation by shift, unit, **and site operation.**
2. The Employer will only be required to fill as many "lines" as required for each shift and unit.
3. The successful employees will be determined by seniority in descending order.
4. Employees will be given the opportunity to indicate their first and second choices.
5. "Lines" which are not bid on will be assigned to the employees with the least seniority in ascending order.
6. **Employees will be committed to their "lines". Employees wishing to change "lines" will be required to do so in accordance with the posting provisions of the collective agreement.**
7. Both parties will monitor this process, and if necessary, either party can request a meeting to discuss concerns arising from the scheduling.

SIGNED this _____ day of _____, 2004.

THE CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)

CANADIAN AUTO WORKERS
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

CANADIAN AUTO WORKERS
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) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) The Employer recognizes that employees have the right to refuse any required vaccination.
- (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. If an employee is placed on unpaid leave, she can use vacation credits in order to keep her pay whole.
- (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. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) Notwithstanding the above, the employer may offer the vaccine on a voluntary basis to employees free of charge.
- (g) If amantadine or a comparable treatment is not covered by OHIP or the insurance carrier for those employees who are unable to take the vaccine due to medical or religious grounds, 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 _____, _____ 2004.

THE CORPORATION OF THE

CANADIAN AUTO WORKERS

COUNTY OF OXFORD
(WOODINGFORD LODGE)

LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

CANADIAN AUTO WORKERS
LOCAL 636

Disciplinary Action – Violence Against Women

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.

SIGNED this _____ day of _____, 2004.

THE CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)

CANADIAN AUTO WORKERS
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

CANADIAN AUTO WORKERS
LOCAL 636

Union Office

The Employer will provide an office for use by the Union in the County's new long-term care facility to be built in Woodstock. In the interim, office space as agreed upon with a lockable filing cabinet, **desk, chair, computer and printer** for Union purposes will be provided at Woodingford Lodge **Woodstock**.

SIGNED this _____ day of _____, 2004.

THE CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)

CANADIAN AUTO WORKERS
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

CANADIAN AUTO WORKERS
LOCAL 636

Severance Option Pertaining to New Sites

Employees on staff at the date of opening of **the new facility in Woodstock** who would be subject to lay off owing to the transfer of operations to **this facility** will be afforded the option of severance that includes two weeks' salary for every full year of service to a maximum of 30 weeks. Those employees who exercise this option will be considered to have left the employ of the County and will not be subject to any recall provision within the Collective Agreement. **This severance option is inclusive of Employment Standards severance requirements.**

SIGNED this _____ day of _____, _____ 2004.

THE CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)

CANADIAN AUTO WORKERS
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

CANADIAN AUTO WORKERS
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 _____, 2004.

THE CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)

CANADIAN AUTO WORKERS
LOCAL 636

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD
WOODINGFORD LODGE

AND

CANADIAN AUTO WORKERS
LOCAL 636

Grandfathering of Food Service Employees

The Employer will grandfather **food service** employees, for position classification purposes only, to their classification as of **September 1, 2003** in accordance with the attached list of employees and position classifications. The grandfathering is subject to the proviso that the employee is posted back to the grandfathered position before the expiry of **3 years from the date of contract ratification**. The employer will consider beyond the three year period up to four years in the event there were no postings in that period for the grandfathered period.

SIGNED this _____ day of _____, _____ 2004.

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

**CANADIAN AUTO WORKERS
LOCAL 636**

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD COUNTY

-AND-

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND**GENERAL WORKERS UNION OF CANADA (CAW-CANADA)****LOCAL 636****Frozen Sick Leave**

It is understood that employees with accumulated frozen sick leave credits shall retain full vested rights to personal accumulation of sick leave credits as described in the sick leave policy (By-law 1932) which were "frozen" as of April 1st, 1982.

They may use these credits to provide a maximum of 100% of their daily rate of pay while receiving short-term income protection.

They may deplete a maximum of 33% of these credits in any calendar year, provided that the Employer receives the request for payment before December 1st. Payment will be made in February of the following year. The formula for calculating the entitlement under this provision shall be calculated as follows:

$$\frac{33\% \text{ of Frozen Sick Leave credits} \times 50\% \times \text{Annual Salary}}{\text{Number of Working Days Per Year}}$$

= Annual Entitlement

$$\text{Maximum Entitlement} = 260 \text{ days} \times 50\% \text{ or } 130 \text{ days}$$

$$\begin{aligned} & \text{Surplus Sick Leave Credits:} \\ & \text{Total F.S.L.C.} - \text{Total Entitlement Drawn} \\ & = \text{Unused "Sick Days"} \end{aligned}$$

In the case where they request 33% payment of vested sick leave credits and the total entitlement is \$2,000.00 or less, the Employer reserves the right instead of paying the 33%, to retire the full entitlement or defer any payment in a given year. Upon normal retirement or the death of the employee, one half of the balance of the employee's sick leave bank shall be paid to the employee or her estate provided that no payment shall exceed in total 130 working days pay.

In the event of absence due to occupational illness or injury, and conditional upon receipt of worker's safety insurance benefits, they may request the Employer to make up the difference between the amount of Worker's Safety Insurance benefits paid and the difference in salary, if any, in accordance with paragraph 2 above.

SIGNED this _____ day of _____, 2004.

THE CORPORATION OF THE
COUNTY OF OXFORD
(WOODINGFORD LODGE)

CANADIAN AUTO WORKERS
LOCAL 636

SCHEDULE "A" -- WOODINGFORD LODGE RATES 2004-2005-2006

2004 Wage Rate (+2.5%)	<u>Start</u>	<u>6 months</u>
Activities/Helper	17.53	17.90
Activation Aide	19.09	19.56
Clerical Aid	18.68	18.96
Cook/Baker	17.53	17.90
Cook (Early and Late)	18.68	18.96
Dietary Aide	16.77	17.06
Hairdresser	17.53	17.90
Housekeeping Aide	16.77	17.06
Housekeeping Aide Leadhand	18.68	18.96
Housekeeping/Laundry Aide	16.77	17.06
Janitor	16.77	17.06
Kitchen Aide	16.77	17.06
Laundry Aide	16.77	17.06
Maintenance Worker	18.04	18.40
Maintenance Worker Leadhand	19.09	19.56
Personal Support Worker	18.68	18.96
Registered Practical Nurse	20.55	21.20

2005 Wage Rate (+2.75%)		
Activities/Helper	18.01	18.39
Activation Aide	19.61	20.09
Clerical Aide	19.19	19.48
Cook/Baker	18.01	18.39
Cook (Early and Late)	19.19	19.48
Dietary Aide	17.23	17.53
Hairdresser	18.01	18.39
Housekeeping Aide	17.23	17.53
Housekeeping Aide Leadhand	19.19	19.48
Housekeeping/Laundry Aide	17.23	17.53
Janitor	17.23	17.53
Kitchen Aide	17.23	17.53
Laundry Aide	17.23	17.53
Maintenance Worker	18.54	18.90
Maintenance Woker Leadhand	19.61	20.09
Personal Support Worker	19.19	19.48
Registered Practical Nurse	21.12	21.78

2006 Wage Rate (+3%)		
Activities Helper	18.55	18.94
Activation Aide	20.20	20.70
Clerical Aide	19.76	20.07
Cook/Baker	18.55	18.94
Cook (Early and Late)	19.76	20.07
Dietary Aide	17.75	18.05
Hairdresser	18.55	18.94
Housekeeping Aide	17.75	18.05
Housekeeping Aide Leadhand	19.76	20.07
Housekeeping/Laundry Aide	17.75	18.05
Janitor	17.75	18.05
Kitchen Aide	17.75	18.05
Laundry Aide	17.75	18.05
Maintenance Worker	19.09	19.47
Maintenance Worker Leadhand	20.20	20.70
Personal Support Worker	19.76	20.07
Registered Practical Nurse	21.75	22.43

INDEX

A

Accident Prevention, Health and Safety Committee	
Composition 31.02.....	22
Meetings and minutes 31.05, 31.06.....	22
National Representative, tour by 31.07.....	22
Purpose 31.03.....	22
Arbitration 9.....	5
Job classifications (new) 30.02.....	22

B

Bargaining agent, recognition 2.01, 2.04.....	1
Benefits	
Continuity 12.05.....	7
Health and welfare 22.....	16
Long Term Disability 21.02, 21.03.....	16
Pregnancy/parental leave 23.09.....	19
Pregnancy/parental leave, benefits premiums 23.08(d).....	18
Workplace Safety and Insurance Board 20.....	15
Bumping procedure 12.06.....	8

C

Call backs 26.02, 26.03.....	21
Complaints, time of the essence 6.01.....	3
Contracting out 28.02.....	21

D

Dignity in the workplace 6.04.....	3
Disabled employees 20.02.....	16
Discipline/discharge 6.03, 10.01.....	6

E

Early Return to Work Policy 18.06.....	15
Employee personnel file, access to 10.04.....	6
Employees, specific duties of	
Benefits premiums 12.05(b).....	8
Courtesy and consideration, mutual 6.04.....	4
Disabled employees, when 20.02.....	16
Grievances 7.02.....	4
Home address, currency of 12.07(f).....	9
Holiday pay 16.03.....	11
Illness, evidence to be given 17.03.....	13
Illness call-ins 13.09.....	11
Illness, evidence to be given 17.03, 18.06, 20.02.....	13, 15, 16
Jury / witness duty 24.01.....	20
Leaves of absence for Union business 23.05.....	17
OMERS 22.05.....	17
Parental leave, prior notice 23.08(d).....	19
Pregnancy leave 23.08(c), (e).....	18
Pregnancy/parental leave, return from 23.10.....	20
Recall to work 12.07(f).....	8
Vacation preference 17.02.....	12
Vacation unused, request in writing 17.05.....	13

Employer, specific duties of

- Agreement, no other 2.04..... 1
- Benefits premiums 12.05, 21, 22..... 7, 16
- Bulletin boards 27 21
- Contract, no other 28.02..... 21
- Disabled employees, when 20.02 16
- Doctor's note 18.07 15
- Dues, changes to deductions list 11.02, 11.03 7
- Harrasment policy 6.04 4
- Insurance carrier, change of 22.03 17
- Insurance disputes, employee assistance 22.02..... 17
- Job classifications, pay rates 30.01 22
- Job descriptions 25.01, 25.05 20
- Layoffs, notice of 12.09 9
- Layoffs, order of 12.06..... 8
- Management list supplied 2.02 1
- Pregnancy/parental leave, benefits premiums 23.08(d), 23.09 18, 19
- Retroactive wage adjustments, ex-employees 34.01 23
- Rules, changes to, Union to be informed 3.01(c)..... 2
- Seniority list 12.03..... 7
- Shift premium 14..... 11
- Shift scheduling 13 10
- Technological changes, notice of 28.01 21
- Transfer employee experience, credit for 29.02..... 21
- Uniforms 32..... 22
- Union Committee meetings 5.02..... 2
- Union education fund 23.07 18
- Vacation schedule to be posted 17.02 13

F

- Full-time / part-time employees, defined 2.01(b)..... 1
- Funeral leave 23.01, 23.02, 23.03..... 17

G

Grievances 5

- Abandoned, when so deemed 9.01 5
- Defined 7.01 4
- Discharge without reasonable cause 10.01 6
- Group grievance 7.04 5
- Job classifications (new), pay rate 30.02 22
- Mediation before arbitration 9.07 5
- Policy grievance 8.01 5
- Procedure 7.02 4
- Time limits 6.01, 6.02, 7.05 3, 5

H

- Harasment 6.04..... 3
- Health and safety 31 22
- Heritage Day 16.01 11
- Holidays 16..... 11

I

- Illness or injury 13.09, 18.01, 19.01, 19.02, 20.01, 20.02..... 11, 15, 16
- Income protection carry-over 18.02..... 14
- Influenza vaccinations..... 29

Interviews

Employees, new 11.03..... 7
 Probationary period 12.01 7

J

Job descriptions 25.01, 25.05 20
 Job vacancies 12.08, 25..... 9, 20
 Job vacancies, hours to be shared 25.05 20
 Job vacancies, temporary 12.07(g)..... 9
 Joint Return to Work Committee 18.06..... 15

L

Layoffs and recalls 12.06..... 8
 Layoffs, and vacancies 12.08..... 9
 Layoffs, notice of 12.09 9
 Layoffs, recall from 12.07..... 8
 Lead hand premium 15.01 11
 Leaves of absence 23
 Bereavement leave 23.01, 23.02, 23.03 17
 Instruction courses 32.02..... 23
 Jury / witness duty 24.01 20
 Personal reasons 23.04..... 17
 Pregnancy leave 23.08, 23.09, 23.10..... 18, 19, 20
 Sick leave, and vacation 17.03..... 13
 Union business 23.05, 23.06 17, 18
 Union education 23.07..... 18
 Letters of Understanding
 Changes to posted schedules 26
 Frozen sick leave credits 36
 Full / part time, defined..... 25
 Grandfathering of food service employees 35
 Influenza vaccinations 29
 Nursing shifts (full-time), scheduling of..... 28
 Severance option pertaining to new sites 33
 Shift "lines"..... 28
 Union office equipment..... 32
 Violence against women 31
 Lines, shift rotation 28
 Lockout, defined 4.02..... 2
 Long term disability 21 16

M

Management rights 3 2
 Meal breaks 13.01 10
 Mediation 9.07 5
 Modified work program 20.02..... 16

O

OMERS 22.05 17
 OMERS -- Part-time staff 19.01 15
 Overtime 13.03, 13.05, 13.09..... 10
 Overtime (nursing) to be shared 13.03 10

P

Parent, defined 23.08(b)..... 19

Pay

- Benefits, payment in lieu of 19.01 15
- Call-back 26.02..... 21
- Dues deductions 11.02..... 7
- Holiday 16.01, 16.02, 16.03, 16.04 11
- Hourly basis 35.01..... 23
- Lead hand premium 15.01..... 11
- Mediation 9.07 6
- Overtime, when 13.05..... 10
- Rates in Schedule A 35.02 23
- Retroactive 34.01 23
- Shift premium 14.01 11
- Union business 5.04 3
- Vacation 17.01, 17.06, 17.08, 17.09..... 12-14
- Weekend premium 14.01 11

Pay in lieu of benefits 19.01 15

Pregnancy / parental leave 23.08, 23.09, 23.10..... 18-20

Probation

- Interview 12.01..... 7
- Seniority credits 12.01 7
- Termination 10.01 6

R

Rest periods 13.01 10

S

Seniority

- Defined 12.01 7
- Full-part time change 12.04..... 7
- Job vacancies 25.02 20
- Layoffs and recalls 12.06, 12.07..... 8
- Leave of absence 23.04 17
- List 12.03..... 7
- Long term disability 21.04..... 16
- Loss of 12.11 9
- Overtime hours (nursing division) 13.03 10
- Pregnancy leave 23.08(d)..... 18

Shift

- Change of, minimum interval 13.04 10
- Consecutive maximum 13.06 10
- Defined 13.01, 13.02 10
- Holiday, defined 16.05 12
- Lead hand premium 15.01..... 11
- Lines 13.09..... 11
- Mutual exchange of 13.09 26
- Premium, when 14.01..... 11
- Replacement pay 26.03..... 21
- Reporting for, when unable 13.09 11
- Rest periods 13.01 10
- Schedules 13.07, 13.08, 13.09 10

Sick days 18.03, 18.04..... 15

Strike, defined 4.02..... 2

Stewards

- Grievance procedure 7.02..... 4
- List of 5.05..... 3
- Pay 5.04..... 3
- Purpose 5.03..... 2
- Selection of 5.03 2
- Supervisor's permission, re time off 5.04 3

Supervisor

- Complaint procedures 6.01 3
- Grievance procedure 7.02..... 4
- Overtime accumulated, approval to carry forward 13.05..... 10
- Permission of, re time off 5.04..... 3
- Work of 2.05..... 1

Supplemental employment benefits 23.08(d), (f)..... 18, 19

T

- Technological change 28.01 21
- Tuition fees 33.02 23

U

- Uniforms 32.01 22

Union, specific duties of

- Bulletin boards, official business only 27.01 21
- Disabled employees, when 20.02..... 16
- Dues list, changes to 11.01 7
- Dues, hold harmless 11.04 7
- Mediation 9.07 6
- Stewards, Committee membership list 5.05..... 3
- Wages to be reimbursed 23.06..... 18

Union Committee

- Chairperson, shift schedule 33.03..... 23
- Composition 5.01..... 2
- Discipline/discharge 6.03..... 3
- Grievance procedure 7.02..... 4
- Meetings 5.02 2
- Members' pay 5.04 3
- Seniority list 12.03..... 7
- Uniforms, colours 32.01..... 23

Union Dues 11.01, 11.02 6

Union office equipment..... 32

V

Vacations

- Credits accrue 23.09..... 19
- Entitlement 17.01, 17.06, 17.07 12, 13
- Entitlement (Part-Time) 17.08..... 13
- Holiday overlap 16.02..... 11
- Illness 17.03, 17.04..... 13
- Leaves of absence 17.13 14
- Preference scheduling 17.02..... 12
- Summer 17.09 14
- Time carried forward 17.05 13

W

- Weekends 13.07..... 10

25 November 2001, Friday, September 10, 2004

Dear Canadian Auto Workers

RE: Collective Agreement, Local 636 with the County of Oxford (Woodingford Lodge)

I understand that you will be publishing this Collective Agreement in book form, and that, once you have reviewed its text for accuracy and everyone is agreed and signs it, we will provide you a disk copy of it for publishing.

While others have proofread the text before it was sent to you, since I am the person who did the work to incorporate the amendments to it, and reformat it into Word, and index it, I thought I should say a word or two about the index.

The point of an index to a Collective Agreement as complex as this is to provide multiple access points to topics of mutual interest so that needless conflict can be avoided. I don't know in what format you plan to publish it. If publishing requires you to regenerate the index there are a few things I should like to bring to your attention.

First, Word's paginator is a little wonky. In order to get the first page of the text (not the Table of Contents) to number as page 1, you have to set it to page 0.

Secondly, there are three index entries that need to be manually massaged after each generation of the index. These are: "Employees, specific duties of", "Employer, specific duties of", and, "Union, specific duties of". Because Word (unlike Wordperfect) has no means of registering index headings already established, it was too much labour at the time of inserting index code to create these headings in full, at each of their locations in the text. In consequence, when the index is generated, the short form for each of these entries is "employees—[indented subheading]", "employer—[indented subheading]", and, "Union—[indented subheading]". The massage involves inserting the words "specific duties of" for each main heading, and then alphabetically sorting each of the subheadings under each main heading.

Thirdly, there is an errant index code "Union Committee Chairperson, shift scheduling 32.03" that I cannot find to delete. It is in error. Please delete the entry from the index, should it show up. The correct entry is "Union Committee Chairperson, shift scheduling 33.03".

Fourthly, since we could not know what your publishing format plans will be, we could not set the left and right margins with any view to your binding requirements. If you have to reset these, text will move to succeeding pages. Since indexing codes are tied to the actual words in the text to which attention is to be brought, the indexing page references will shift whenever the text wraps to a succeeding page. Since each index entry also includes the relevant article number, it will be advisable to check these page references in those occasions when an article begins near the bottom of one page but the actual target text is on the next page. This is because the index will indicate the article is on one page when actually it begins on the previous page.

I hope this is not too confusing. It is easier perhaps for me to talk about than for you to read because I am intimately familiar with the operations of creating the index, so if I can be of assistance, please do not hesitate to contact me.

Yours truly,

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