

COLLECTIVE AGREEMENT

between

**EXTENDICARE (CANADA) INC.,
WEST END VILLA
*(hereinafter called the "Employer")***

and

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL UNION 1307
OFFICE AND CLERICAL WORKERS
*(hereinafter called the "Union")***

January 1, 2022 - December 31, 2023

INDEX

PREAMBLE	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – MANAGEMENT RIGHTS	2
ARTICLE 3 – UNION DUES AND SECURITY	3
ARTICLE 4 – CORRESPONDENCE	4
ARTICLE 5 – LABOUR MANAGEMENT RELATIONS	4
ARTICLE 6 – GRIEVANCE PROCEDURE	6
ARTICLE 7 – ARBITRATION	9
ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE	10
ARTICLE 9 – SENIORITY	12
ARTICLE 10 – PROMOTIONS AND STAFF CHANGES	16
ARTICLE 11 – LAY-OFFS AND RECALLS	18
ARTICLE 12 – HOURS OF WORK AND OVERTIME	21
ARTICLE 13 – HOLIDAYS	25
ARTICLE 14 – VACATIONS	27
ARTICLE 15 – SICK LEAVE	30
ARTICLE 16 – LEAVE OF ABSENCE	32
ARTICLE 17 – HEALTH BENEFITS	38
ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES	41
ARTICLE 19 – GENERAL	43
ARTICLE 20 – TECHNOLOGICAL CHANGES	46

ARTICLE 21 – HEALTH AND SAFETY	46
ARTICLE 22 – TERM OF AGREEMENT.....	53
APPENDIX “A” – WAGES – CLERICAL.....	55
APPENDIX “B” – PAY EQUITY AGREEMENT.....	56
LETTER OF UNDERSTANDING	58
LETTER OF UNDERSTANDING	59
LETTER OF UNDERSTANDING	62
LETTER OF UNDERSTANDING	64
LETTER OF UNDERSTANDING	66
LETTER OF UNDERSTANDING	68
LETTER OF UNDERSTANDING	69
LETTER OF UNDERSTANDING	71
LETTER OF UNDERSTANDING	72
LETTER OF UNDERSTANDING	73
LETTER OF UNDERSTANDING	74

PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- (a) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to the working conditions, employment, services, etc.
- (c) to encourage efficiency in operation.
- (d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - RECOGNITION

1.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1307 as the sole and exclusive collective bargaining agency for all office and clerical employees of Extendicare (Canada) Inc., West End Villa, in the City of Ottawa, save and except supervisors, persons above the rank of supervisor, office co-ordinator, and persons for whom a trade union held bargaining rights as of July 18, 1995.

1.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting or in emergencies, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

1.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

1.04 Contracting Out

The Employer agrees that it will not contract out any work of the bargaining unit if such contracting out results in either lay-offs or a reduction in regular scheduled hours of work of any regular employee in the bargaining unit.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Exclusive Right

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- (a) to maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- (b) to hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that he has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- (c) to generally to manage the Home, and without restricting the generality of the foregoing to determine the services to be rendered; the kinds and location of machines, tools, instruments and equipment; the extension, limitation, curtailment or cessation of operations; to select, control and direct the use of all materials required in the operation of the Home; to schedule the work and services to be provided and performed; to make, write and enforce reasonable regulations governing the use of materials, equipment and services; and all matters not specifically dealt with elsewhere in this Agreement.
- (d) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

2.02 No Discrimination

The Employer agrees not to interfere with the rights of its employees, and there shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer on the basis of race, creed, age, sex, colour, marital status, Union membership or political affiliation or in accordance with the Human Rights Code.

2.03 Union Responsibility

The Union agrees not to interfere with the rights of the employees of the Employer, and there shall be no discrimination, interference, intimidation, restraint and coercion by the Union. The Union further agrees that membership solicitation and other Union activity not provided for in the Agreement, will not take place during working hours or on the premises of the Employer.

ARTICLE 3 – UNION DUES AND SECURITY

3.01 Union Security

All employees of the Employer shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

3.02 Deductions

Deductions shall be made from the payroll biweekly and shall be forwarded to the National Secretary-Treasurer of the Union by not later than the 15th day of the month following, accompanied by a list of the names, classifications, current addresses, phone numbers, new unpaid leave of absence and return from leave of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the employees from whom the deductions have been made. A copy of the list shall be forwarded to the Treasurer of the local at the same time. It is agreed that there shall be no monthly maximum or cap on the dues formula.

3.03 T4

When T-4 slips are prepared by the Employer, union dues deducted from the pay of each employee will be shown in the appropriate space on the said T-4 slip.

3.04 New Employees

The Employer agrees that a Local Union Representative will be given the opportunity to meet each newly hired employee who is covered by this Agreement once during the employee's probationary period, for the purpose of informing such employee of the existence of the Union in the nursing home and of their rights and obligations under the terms of the Agreement. Such meeting may take place on the Employer's premises and shall not exceed ten (10) minutes duration.

3.05 Save Harmless

The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

ARTICLE 4 – CORRESPONDENCE

4.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator and the Secretary of the Union. In the event correspondence is sent by mail, it shall be prepaid and registered. Correspondence may be conducted in either French or English.

ARTICLE 5 – LABOUR MANAGEMENT RELATIONS

5.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

5.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than one (1) member of the Employer, as appointee of the Employer, and not more than one (1) member of the Union, as appointee of the Union. The Union will advise the Employer of the Union nominees to the Committee.

5.03 Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred to the Bargaining Committee for discussion and settlement.

5.04 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises upon request in order to investigate and assist in the settlement of a grievance and such investigation shall not disrupt the normal operations of the Home.

5.05 Meeting the Committee

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) working days after the request has been given or at a later date by mutual agreement.

5.05 Time Off for Meetings

- (a) Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within the employee's regular working hours without loss of remuneration. The privilege applies only when the Committee is engaged in committee work with representative of the Employer.
- (b) In the event either party wishes to call a negotiating meeting of the Committee, such meeting shall be held at a time and place fixed by mutual agreement.

- (c) All lost time shall be interpreted as the employee's normal scheduled working hours for which the employee shall be compensated at their regular rate of pay for such time spent during negotiations with representatives of the Employer.

5.06 No Strikes or Lockouts

The Employer agrees that he will not cause or direct any lockouts of the employees and the Union agrees that there will be no illegal strikes, shutdowns, slow-downs, stoppages of work or picketing and if such action should be taken by the employees, the Union shall instruct its employees to return to work and perform their usual duties. Any employee participating in an illegal strike, shut-down, slow-down, stoppage of work or picketing will be subject to discipline or dismissal.

5.07 Joint Labour-Management Committee

The parties hereby agree to appoint a joint Labour-Management Committee of one (1) employee appointed by the Union and one (1) person appointed by the Employer who shall meet to discuss and, if possible, provide understanding on points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committees. The Committee shall meet at least once a month and all matters for discussion shall be submitted to the Administrator, for the purpose of preparing an agenda to be distributed to the Committee members prior to the meeting.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or select one (1) steward, whose duties shall be to assist any employee whom the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure. Employees shall not be eligible to serve as stewards until they have completed the probationary period (four hundred and fifty (450) hours worked).

6.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the shift they represent and the Chief Steward, before the Employer shall be required to recognize them.

6.03 Permission to Leave Work

- (a) The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and representing adjustments as provided for in this Article.
- (b) The Union understands and agrees that such Steward is employed to perform full-time work for the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, whose permission shall be given within one (1) hour. The Steward shall not leave the Employer's premises. The Steward shall state their destination to their supervisor and shall report to the supervisor at the time of their return to work. The Employer reserves the right to limit the Steward's absence from their work if the time taken is considered excessive or if the Steward does not perform their duties under this Agreement in a prompt manner.
- (c) The Employer will pay stewards for any regular hours of work missed during their normal scheduled working hours in direct dealings with the Home but not for arbitration.

6.04 Definition of Grievance

A Grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee(s) of the Bargaining Unit, or the Union relative to the interpretation, application or administration of the Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated.

6.05 Grievance Procedure

Step 1

The employee having a grievance shall, with the Steward submit the grievance in writing including the detailed nature of the circumstances giving rise to the occurrence within thirty (30) calendar days to the immediate supervisor, who shall reply to the grievance within three (3) working days.

Step 2

If further action is then to be taken, then within twenty (20) working days after the decision is given in Step Number 1, the Employee, who may request the assistance of their Steward (or Chief Steward), shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or their designated representative and the Employee. It is understood that at such a meeting the Administrator or their designated representative may have such counsel and assistance as they may desire, and that the Employee may have a Steward and National Representative present. The decision of the Administrator or their designated representative shall be given in writing within ten (10) working days following the meeting.

6.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

6.07 Union May Initiate Grievances

The Union and its representatives shall have the right to originate a grievance for an employee.

6.08 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

6.09 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

6.10 Technical Objections

No grievance shall be defeated by any formal or technical objection related to the hearing and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in its hearing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to equitable principles and the justice of the case.

6.11 Definition of Working Days

Working days as defined under Article 6 and 7 shall mean the normal business days occurring between Monday through Friday, exclusive of holidays.

ARTICLE 7 – ARBITRATION

7.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fifteen (15) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial Chairperson.

7.02 Failure to Appoint

If the two (2) appointees fail to agree upon a Chairperson within seven (7) working days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

7.03 Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision within ten (10) working days from the time the Chairperson is appointed.

7.04 Decision of the Board

- (a) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.
- (b) However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

7.05 Fees and Expenses

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half (½) of the fees and expenses of the Chairperson.

7.06 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

7.07 Cannot Act

No person shall act on an Arbitration Board who has been involved in attempts to settle any grievance.

7.08 Sole Arbitrator

Subject to mutual agreement of the parties, the above arbitration provisions may be amended to provide for a sole Arbitrator.

ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Warnings

Whenever the Employer or a representative of the Employer intends to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved. Such censure shall not stand if the employee requested the presence of a union steward and was so denied.

8.02 Discharge Procedure

An employee who has completed their probationary period of four hundred and fifty (450) hours worked may be dismissed but only for just cause and only upon the authority of the Employer. A Department Head may suspend an employee, but shall immediately report such action to the Employer. When an employee is discharged or suspended, they shall be given the reason in the presence of their Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.

8.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article VII, Grievance Procedure, and Step 1 of the Grievance Procedure shall be omitted in such cases.

8.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

8.05 Access to Personnel File

Upon giving two (2) working days notice, an employee shall have the opportunity to review the contents of their personnel file at a mutually agreeable time in the presence of an Employer representative. The employee will be allowed to make copies of any document contained therein at their expense. The employee shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record.

8.06 Letters of Reprimand

Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, provided that the employee has remained discipline free during that period, except in the case of incidents involving residents in which case the record will remain on file if the complaint is not reversed through settlement or arbitration.

8.07 Suspension

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, provided that the employee has remained discipline free during that period, except in the case of incidents involving residents in which case the record will remain on file if the complaint is not reversed through settlement or arbitration.

ARTICLE 9 – SENIORITY

9.01 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls when the employee's qualifications for the job concerned are approximately equal. Seniority shall operate on a bargaining-unit-wide basis.
- (b) Part-time employees shall accrue seniority on the basis of eighteen hundred (1800) hours paid equals one (1) year of service.

Effect of absence

Whenever they are used in the collective agreement the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved, absence paid by the Home, both seniority and service will accrue.

(b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of the subsidized employee benefits in which they are participating for the period of the absence.

(c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.

(d) **Benefits – WSIB or Paid Leave**

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving WSIB benefits if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to twenty-four (24) months following the date of injury.

(e) For the purposes of this provision, it is understood and agreed that absence on Weekly-Indemnity shall be considered a leave with pay.

9.02 Seniority List

(a) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January of each year. The part-time seniority list will show hours paid.

(b) For the purposes of job posting and layoff only, the seniority of part time employees will be calculated as of the end of the pay period immediately prior to the closing of the posting date, or the notice to the Union of the layoff, or the notice to the most senior employee, whichever is the greater.

9.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the date of last hire.

9.04 Loss of Seniority

An employee shall lose their seniority and shall be deemed terminated in the event they:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged for just cause and the discharge is not reversed through the Grievance Procedure;
- (c) is absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible;
- (d) fails to notify the Employer of intention to return to work within seven (7) calendar days after being notified of recall. Registered mail sent to the most recent employee's address on the employee's employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of their current address;
- (e) utilizes a leave of absence for purposes other than those for which the leave may have been granted;
- (f) fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
- (g) is laid off for a period of more than twenty-four (24) months;
- (h) is absent for more than twenty-four (24) months because of sickness or physical disability or both, or by reason of absence while on WSIB. Prior to the automatic termination of employees under this clause, the Employer agrees to review the employee's status to ensure that any action taken by the Employer complies with the Human Rights Code.

9.05 Transfers and Seniority Outside Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without their written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit their bargaining unit seniority.
- (b) In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) months they shall accumulate seniority during the period time outside the bargaining unit.
- (c) In the event the employee's former position is eliminated, or the hours are reduced, during the period of their absence the employee shall be given Notice of Layoff in accordance with the Layoff articles of this agreement at the time the position is eliminated. The employee will make their election in accordance with the collective agreement. When the employee returns to the bargaining unit they shall then return to the position they received in accordance with the layoff procedures.

9.06 Nursing Home Transfers

The Employer agrees that employees may be permitted to transfer from one Extencicare Nursing home to another Extencicare Nursing Home in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions:

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the home to which they would like to transfer, at least thirty (30) days prior to leaving employment at the former home. Such notice shall include the applicant's qualifications, present position, scheduling preferences (if any), and when they would be available to commence work.
- (b) If an applicant is permitted to transfer from one Extencicare Nursing Home to another as a result of this transfer procedure, they will retain any service that they had previously accrued. The applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will exercise bargaining unit seniority accrued at the new facility for purposes of transfers, promotions, lay-offs and reductions in hours.

ARTICLE 10 – PROMOTIONS AND STAFF CHANGES

10.01 Job Postings

(a) When a vacancy occurs or a new position is created inside the bargaining unit, which the Employer requires to be filled, the Employer shall post notice of the position on the main bulletin board for a minimum of one (1) week in order that all members will know about the position and be able to make written application therefore. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of three (3) weeks. The Employer is not required to fill a vacancy for any job included in the bargaining unit.

(b) Temporary Job Postings

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. However, in cases of maternity or parental leave, this period is extended to one (1) year. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.

(c) Method of Making Appointments

The successful applicant for a permanent full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

- (d) (i) When an employee will be absent on vacation and/or leave of absence, the employee may advise the Administrator in writing prior to beginning the vacation or leave that they wish to be considered for any potential job posting which might arise during their absence. If such a job or position then arises during the employee's absence, the written notice will be considered an application. The written notice is only valid during the vacation/leave period immediately following its delivery to the Administrator.
- (ii) If the employee is the successful candidate for the vacancy and is not immediately available to fill the vacancy the Employer may fill the vacancy on a temporary basis for the term of the absence.

10.02 Information in Postings

- (a) Such notice shall contain the following information:
Classification, biweekly hours, shift, qualifications required, knowledge and education, skills, wage or salary rate range.
- (b) Qualifications may not be established in an arbitrary or discriminatory manner.

10.03 No Outside Advertising

The Employer may advertise for additional employees provided that present employees have had an opportunity to apply.

10.04 Recognition of Seniority

Both parties recognize the desirability of promotion within the service of the Employer and that job opportunity should increase in proportion to length and quality of service.

10.05 Method of Making Appointments

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. The Employer will endeavour to make appointments from within the bargaining unit within three (3) weeks of posting.

10.06 Trial Period

- (a) The successful applicant shall be placed on trial for a period of three hundred (300) hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three hundred (300) hours. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.
- (b) Employees applying for positions must commit to a trial period of not less than two (2) weeks.

10.07 Union Notification

The Union shall be notified of all terminations of employment.

10.08 Disabled Employees' Preference

An employee who has been incapacitated at their work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform their regular duties, will be employed in other work which they can do, provided there is a vacancy, without regard to other seniority provisions of this Agreement, except that such employee may not displace an employee with more seniority.

ARTICLE 11 – LAY-OFFS AND RECALLS

11.01 Lay-Off and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with Article 9 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

11.02 Reduction of Hours

Lay-offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

11.03 Notice of Permanent Layoff

In the event of a proposed lay-off of a permanent or long-term nature of thirteen calendar weeks or more, the Employer will:

- (a) provide the Union with at least six (6) weeks notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- (b) provide affected employees with notice in accordance with the *Employment Standards Act*. However, the *Act* will be deemed to be amended to provide notice to the affected employee as follows:
 - if their service is greater than 9 years - 9 weeks' notice
 - if their service is greater than 10 years - 10 weeks' notice
 - if their service is greater than 11 years - 11 weeks' notice
 - if their service is greater than 12 years - 12 weeks' notice
- (c) meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

11.04 Lay-off Procedure

- (a) In the event of lay-off, the Employer shall lay-off employees in reverse order of seniority within their classification, provided that there remain on the job employees who have the ability and qualifications to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has

- less bargaining unit seniority in a lower or identical paying classification; and
 - who has scheduled hours less than or equal to the employee being laid off; in the event that there are no employees with scheduled hours less than or equal to the employee being laid off, the employee shall have the right to displace an employee who has more scheduled hours than the employee being laid off provided that the employee being displaced is in the same classification; and
 - if the employee originally subject to lay-off is qualified for and can perform the duties without training other than orientation.
- (iii) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
- (iv) For the purpose of the operation of clause [b] (ii), laid off part-time employees shall not have the right to displace full-time employees.
- (v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

11.05 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening in order of seniority provided they have the ability and qualifications to perform the work. The job posting procedures shall apply before any recall rights are considered.

Employees with seniority who are laid off will be mailed a copy of job posting to their last known address. When a laid off employee bids for and is successful in obtaining a posted position, they shall have no further rights with regard to recall.

- (b) 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.

- (c) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar 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.
- (d) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 Normal Hours

- (a) The normal daily hours of work exclusive of a thirty (30) minute meal period, shall be seven and one-half (7½) hours per day.
- (b) The provisions contained in Article 12.01 [a] above do not represent a guarantee of daily or weekly hours of work.
- (c) Part-time employees may be required to work shifts of seven and one-half (7½) hours per day or less.

12.02 Days Off

Weekend days off shall be consecutive and shall be planned in such a way as to allow employees every other weekend off. In no instance will an employee be required to work more than six (6) consecutive days without receiving their day(s) off. This clause does not apply to part-time employees who have indicated in writing their wish to work consecutive weekends or more than six (6) consecutive days and this Agreement will not cause the Employer to pay overtime pay subject to Article 12.11.

12.03 Working Schedule

- (a) Schedules for the two (2) week pay period shall be posted in the department affected at least two (2) weeks in advance of the commencement of the two (2) week schedule period. Employees requesting specific days off must submit their requests, in writing, to their supervisor by 8 a.m. on the Tuesday preceding the posting of the schedule.

- (b) Errors in the schedule will be corrected by the Employer as soon as possible.
- (c) When an employee requests time off in writing from a scheduled day of work which falls within two pay periods, the Employer shall endeavour to provide the employee with a response in seventy-two (72) hours.

12.04 Change Shifts

- (a) Employees must give the Employer reasonable notice of intention to exchange a shift and shall name the employee willing to change such shift, subject to the approval of the Employer. In any event, it is understood that such change in shift shall not result in any overtime payment
- (b) The Employer reserves the right to request signed statements from the employees involved.

12.05 Relief Periods

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

<u>Shift Length</u>	<u>Breaks</u>
Up to, and including 5.5 hours	1 – 15 minute break
More than 5.5 hours	2 – 15 minute breaks

In addition to the above, any shift over five (5) hours will also have a half (½) hour unpaid lunch within the shift.

12.06 Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time and vice versa, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

12.07 Premium

- (a) Effective December 7, 2020, a weekend premium of thirty-five cents (35¢) per hour shall be paid to all employees for all hours worked between 2300 hr. Friday and 2300 hr. Sunday.

- (b) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of thirty cents (\$0.30) for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate. Requirement to rotate removed effective on January 1, 2018.

12.08 Overtime Defined

All time worked beyond the normal work day, the normal work week, or on a holiday shall be considered as overtime.

12.09 Overtime Rates

Overtime rates for full-time employees shall apply for work as follows:

- (a) On a regular work day - time and one-half (1½) after seven and one-half (7½) hours in any one day or shift.
- (b) On regularly scheduled consecutive days off - time and one-half (1½) on the first day and double time on the second day.
- (c) On a holiday when the employee was scheduled to work - time and one-half (1½) plus another day off with pay at a time mutually agreeable between the employee and the Employer.
- (d) On a holiday when the employee was not scheduled to work - double time plus another day off with pay at a time mutually agreeable between the employee and the Employer.

12.10 No Lay-Off to Compensate for Overtime

Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

12.11 Overtime for Part-Time Employees

- (a) Part-time employees working less than seven and one-half (7½) hours per day and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked up to and including seven and one-half (7½) hours in the working day. Regular overtime rates shall apply after seven and one-half (7½) hours in the working day and for all work performed on holidays.

- (b) Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period will not qualify for overtime on assigned day(s) off until they have completed seventy-five (75) hours of work in the scheduled two (2) week pay period.

12.12 Sharing of Overtime

Overtime work shall be on a voluntary basis. Where the Employer determines that it will call in staff at overtime rates, it will be offered to employees in accordance with seniority to employees who are qualified to do the work.

12.13 Minimum Call-Back Time

A full-time employee who is called in and required to work outside their regular hours shall be paid for a minimum of three (3) hours at overtime rates and shall be paid a maximum of one and one-half (1½) hours at straight time for travelling time to include travelling to and from work.

12.14 No Pyramiding

There shall be no pyramiding of premium pay, overtime pay, paid holiday pay and sick leave pay.

12.15 Time Off Between Shifts

- (a) When rotating shifts, employees are to be allowed a minimum of sixteen (16) hours off between the ending of one shift and the commencement of another. Where the sixteen (16) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1½).
- (b) When an employee works overtime in addition to their shift then the minimum period allowed between shifts shall be twelve (12) hours – where the twelve (12) hours is not granted the employee shall be paid such hours of work at the rate of time and one-half (1½).

12.16 Minimum Reporting Allowance

An employee who reports for work at their regularly scheduled time and is advised for the first time that there is no work available, shall be given at the Employer's option four (4) hours' work or four (4) hours' pay at their applicable hourly rate. For employees regularly scheduled to work less than four (4) hours the obligation is reduced to the number of hours regularly scheduled to work. This obligation is not applicable where the employee has failed to keep the Employer aware of their telephone number.

12.17 Tag-End

Notwithstanding Article 12.08, employees required for reporting purposes shall remain at work for a period of up to 15 minutes which shall be unpaid. Should the reporting time extend beyond 15 minutes, however, the entire period shall be considered overtime for the purposes of payment.

12.18 Where a call in is requested within one half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided they complete the shift for which they were called in.

ARTICLE 13 – HOLIDAYS

13.01 List of Holidays

The Employer recognizes the following as paid holidays:

- | | |
|----------------|------------------------|
| New Year's Day | Civic Holiday (August) |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

Two (2) floating holidays to be taken on a day mutually agreed upon between the Employer and the employee.

13.02 Holidays Falling on Weekend

The above named holidays will be celebrated on the day in which they fall regardless of any Federal, Provincial or Municipal proclamation or legislation to the contrary.

13.03 Holiday on Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay within ninety (90) days after the holiday at a time mutually agreed upon between the employee and the Employer. In the event that a day within ninety (90) days cannot be mutually agreed upon then the Employer shall pay the employee the holiday pay to which they are otherwise entitled in the pay period in which this obligation arises, in the alternative to scheduling another day off with pay.

13.04 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off.

13.05 Holiday Pay Qualifications

An employee has no entitlement to holiday pay if they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the holiday or all of their first regularly scheduled day of work after the holiday.

13.06 Holiday Pay for Part-Time Employees

An employee shall receive pay for the above noted holidays provided they qualify, calculated on the basis of the employee's total hours paid in the two (2) full pay periods immediately preceding the holiday, divided by one hundred and fifty (150) hours, multiplied by seven and one-half (7.5) hours, times the employee's regular hourly rate of pay.

13.07 Holiday Pay during Paid Illness or Paid Disability

An employee will be eligible for holiday pay during any period of paid illness or paid disability provided such illness or disability is verified by a medical doctor's certificate.

13.08 No Sick Leave Pay

An employee will not receive payment for sick leave day(s) for which they have received holiday pay.

13.09 WSIB

No employee who is absent from work and who is in receipt of Workplace Safety Insurance benefits shall be entitled to receive from the Employer any payment for paid holidays as set out in Article 13.01.

ARTICLE 14 - VACATIONS

14.01 Length of Vacations

(a) Full-time employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

Less than one (1) year of continuous service	10/12 of a working day for each month worked at 4% of total earnings
One (1) year of continuous service	2 weeks of vacation at 4% of total earning
Two (2) years of continuous service	3 weeks of vacation at 6% of total earning
Eight (8) years of continuous service	4 weeks of vacation at 8% of total earning
Fifteen (15) years of continuous service	5 weeks of vacation at 10% of total earning
Twenty-two (22) years of continuous service	6 weeks of vacation at 12% of total earning
Twenty-eight (28) years or more of continuous service	7 weeks of vacation at 14% of total earning

(b) Part-time employees shall receive an annual vacation with pay for the vacation year as follows:

Less than eighteen hundred (1,800) paid hours	Four percent (4%) of gross earnings
1,800 paid hours but less than 3,600 paid hours	Two (2) weeks vacation at four percent (4%) of gross earnings
3,600 paid hours but less than 14,400 paid hours	Three (3) weeks vacation at six percent (6%) of gross earnings
14,400 paid hours but less than 27,000 paid hours	Four (4) weeks vacation at eight percent (8%) of gross earnings
27,000 paid hours but less than 41,400 paid hours	Five (5) weeks vacation at ten percent (10%) of gross earnings
41,400 paid hours but less than 50,400 paid hours	Six (6) weeks vacation at twelve percent (12%) of gross earnings
50,400 paid hours or more	Seven (7) weeks vacation at fourteen percent (14%) of gross earnings

14.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

14.03 Calculation of Vacation Pay

Vacation pay for full-time employees shall be at the rate effective immediately prior to the vacation period and shall include regular shift bonus, where applicable.

14.04 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of a salary or wages in lieu of such vacation.

14.05 Preference in Vacations

Vacation/Stat Holiday requests will be presented to the Employer by no later than;

- March 31 for the period June 1 through August 30
- June 30 for the period September 1 through November 30
- September 30 for the period December 1 through February 28 (or 29)
- December 31 for the period March 1 through May 31

The Employer will develop and post the vacation/work schedule by no later than;

- April 30 for the period June 1 through August 30
- July 31 for the period September 1 through November 30
- October 31 for the period December 1 through February 28 (or 29)
- January 31 for the period March 1 through May 31

Vacation and Stat Holidays shall be granted based on seniority if submitted by the deadlines indicated.

If vacation/stat holiday requests are submitted after the deadlines indicated, they will be approved on a first come first serve basis, dependent upon operational requirements.

Vacation for full-time employees may be taken as single days or in allotments of weeks.

Vacation for part-time employees must be taken in allotments of weeks. Banked stats may be used in addition to the vacation time requested.

One week shall equal seven (7) consecutive days made up from a combination of vacation, stat days and/or scheduled days off.

If the time period requested cannot be accommodated in its entirety the Employer shall advise the employee prior to posting the vacation/work schedule. The employee shall either request another time period or accept the Employer proposal.

During the period from the deadline for submission up to the time the work/vacation schedules are posted, the Employer will continue to be responsible for scheduling replacement staff for all requests which can be approved. Once schedules are posted, the employee will hold responsibility for finding their own replacement.

14.06 Vacation Year

For the purpose of calculating eligibility and vacation pay, the vacation year shall be from June 1st of any year to May 31st of the following year.

14.07 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer. Vacations are not cumulative from year to year. Employees shall not waive vacation and draw double pay.

14.08 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. The extra vacation shall be taken at a mutually agreeable time between the Employer and the employee.

14.09 Transfer of Seniority and Service

- (a) If a full-time employee transfers to part-time, they shall be credited with eighteen hundred (1800) hours for each year of full-time service.
- (b) If a part-time employee transfers to full-time, they shall be credited with one (1) year for each eighteen hundred (1800) hours of part-time service.

ARTICLE 15 – SICK LEAVE

15.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled. Employees absent from work because of an accident for which compensation is not payable under the *Workplace Safety & Insurance Act*, shall be covered by these sick leave provisions.

15.02 Amount of Sick Leave

Effective on ratification, full-time employees shall, in addition to benefits under the sick leave plan, be permitted to build up sick leave credits at the rate of one and one-half (1½) days of paid sick leave for every month of service. Part-time employees shall accrue sick leave credits at the rate of one and one-half (1½) days of paid sick leave for every one hundred and sixty-two and one-half (162.5) hours paid. The maximum accumulation shall be one hundred (100) days at regular rates of pay.

The sick leave credits shall be used:

- (a) to pay employees absent because of sickness at regular rates for the first seven (7) days which are not covered by the sick leave plan.
- (b) to pay the difference between the amount paid under the sick leave plan and the employee's regular rate of pay in both accident and illness cases.

15.03 Proof of Illness

An employee may be required to produce a certificate from a doctor for any illness in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness. The Employer shall have the right to require an employee to produce a doctor's certificate for a period of less than three (3) days absence due to illness if an employee's record indicates a pattern of intermittent absenteeism.

15.04 Medical Certificate

If the Employer requires a sick leave certificate and the Doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.

15.05 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

15.06 Sick Leave Without Pay

Sick leave without pay may be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. Such leave shall not be unreasonably withheld.

15.07 Sick Leave Qualifications

Employees shall accumulate sick leave credits for the purposes of this Article from the date of ratification. An employee may not use sick leave credits until they have been employed for four hundred and fifty (450) hours.

15.08 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, employees may review the records of the Employer and verify that the accumulated sick leave is correct. An employee is to be advised, on application, of the amount of sick leave accrued to their credit.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their normal duties temporarily in order to carry on negotiations or to attend grievance meetings with the Employer.

16.02 Union Leave of Absence

- (a) The Employer shall grant leaves of absence without loss of seniority to employees to attend Union Conventions, Seminars, Education Classes or other Union business.
- (b) In requesting such leaves of absence, the Union will give seven (7) days' notice to the Employer to be confirmed by the Union in writing.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. While on Union Leave, employees will be maintained on regular pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, benefits, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension.

16.03 Bereavement Leave

- (a) Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service.

Common law spouse shall be defined as a person with whom the employee has been living in a conjugal relationship for at least twelve (12) consecutive months, including a same sex relationship.

- (b) Upon the death of an employee's mother, father, step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay. One of the days of leave shall include the day of the funeral or equivalent service.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral or equivalent service, and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral or equivalent service is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service of their aunt or uncle, niece or nephew.
- (e) Where an employee's scheduled vacation is interrupted due to a death of parent, spouse, sibling, or child, the period of such bereavement under this provision will not be counted against the employee's vacation credits.

NOTE: It is understood that if an employee is on sick leave and qualifies for bereavement leave, the bereavement leave will not be charged against their sick leave accumulated.

- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- (g) In the event of a memorial service or interment separate from the leave above, an employee may save one of the days identified in 16.03 (a) and (b) without loss of pay to attend the interment or service.

16.04 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act* of Ontario unless otherwise amended.

- (a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 16.04 (i) Parental Leave.

- (b) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, 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 rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such 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 her 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 payment 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.

(c) An employee who does not apply for leave of absence under 16.04 [a] (1) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 16.04 [a] (1) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of her delivery.

(d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

(e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 16.04 [d].

(f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

(g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.

(h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

(i) **Parental Leave**

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (3) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- (v) For the purposes of Parental Leave the provisions under 16.04 [a], [d], [e], [f], [g] and [h] shall also apply.

16.05 Time-Off for Elections

Employees who are entitled to vote shall be allowed three (3) consecutive hours off during polling hours in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

16.06 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

16.07 Education Leave

- (a) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- (b) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) month's notice in writing unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants when applying must indicate the date of departure and specific date of return.

16.08 General Leave

Except in emergency, an employee may request a leave of absence provided he gives the Employer at least fourteen (14) days notice in writing. The notice shall set out the reasons for the proposed leave of absence. Such leave shall not be unreasonably withheld.

16.09 Wrongful Use of Leave of Absence

In the event any leave of absence granted is not used for the purpose stated by the employee, the employee is subject to penalty. The Employer may request an employee to provide proof to indicate that leave of absence was used for the stated purpose.

16.10 Family Medical Leave (*as per ESA*)

The employee and the Employer will continue to pay their respective shares of the benefits premiums.

- a) Family Medical Leave will be granted to an employee in accordance with the *Employment Standards Act*, as amended.
- b) An employee who is on family medical leave shall continue to accumulate seniority and service.
- c) Subject to any changes to the employee's status which would have occurred had they not been on family medical leave, the employee shall be reinstated to their former position.
- d) The Record of Employment (ROE) will be provided immediately following the seventh (7th) day of such leave.

16.11 Isolation Pay

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 17 – HEALTH BENEFITS

17.01 Benefits Available

Subject to the cost sharing provisions set out in Article 18 and any restrictions of the carrier including any enrolment requirements, the Employer will make the following insured benefits available to all employees following seventy (70) calendar days of employment providing they are actively at work.

(a) Group Life Insurance

\$35,000 term life insurance, two (2) times the employee's annual salary effective November 20, 2017, reducing to fifty percent (50%) at age sixty-five (65) and terminating at age seventy (70) - premium paid one hundred percent (100%) by the Employer.

(b) Extended Health Care

The drug plan requires enhanced generic substitution for drugs covered by the plan based on the following:

- Lowest cost interchangeable drug
- Medical evidence is required for drugs where physician indicates "no substitution"
- Lowest priced drug in a therapeutic class

Premium paid one hundred percent (100%) by the Employer.

The Employer will continue a pay-direct drug card with a \$7.50 cap on dispensing fee and, provision of a \$1.00 fee per prescription. Positive enrolment and coordination of benefits to be included.

(c) **Vision Care**

Vision care for employees and dependents shall have a benefit of two hundred and seventy-five (\$275.00) effective November 20, 2017, paid one hundred percent (100%) by the Employer per twenty-four (24) month period, including eye examination.

Effective July 1, 2020 – increase vision by twenty-five dollars (\$25.00) every 2 years.

(d) **Dental Plan**

- Equivalent to Blue Cross #9 based on Current ODA fee schedule - premium paid fifty percent (50%) by the Employer.
- Recall to nine (9) months for eighteen (18) and older and six (6) month recall for under eighteen (18). Fluoride only for under eighteen (18).

(e) **Hearing Aid**

Effective January 1, 2012, \$300.00 lifetime benefit.

17.02 Substitute Carrier

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP), provided the benefits conferred thereby in total are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

17.03 Pension Plan

- (a) Each eligible employee covered by this Collective Agreement shall contribute from each pay an amount equal to four percent (4%) of applicable wages to the Nursing Homes and Related Industries Pension Plan being a multi-Employer pension plan ("the Plan"). The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- (b) The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

- (c) Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed nine hundred and seventy-five (975) hours of service.
- (d) The Employer and the employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.
- (e) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.
- (f) The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act, 1987*, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.
- (g) Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 17.03 [a] will be paid to the employee.

17.04 **Supplementation of Workplace Safety & Insurance Board**

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the *Workplace Safety & Insurance Act*, shall receive the difference between the amount payable by the Workplace Safety & Insurance Board and their regular salary and such payments shall be deducted from the employee's sick leave credits. If the employee has no sick leave credits, no payment is required under this section.

17.05 **Employment Insurance**

All employees shall be covered by the provisions of the Employment Insurance System.

17.06 **Legislation**

If the premiums paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties, or shall be passed on to the employees in the form of increased wage or salary rates.

17.07 Over 65

Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- life insurance reduced by fifty percent (50%);
- major medical;
- vision;
- dental.

ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES

18.01 Pay Days

The Employer shall pay salaries and wages by direct deposit every two (2) weeks (on alternate Thursdays) in accordance with Appendix “A” attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages and deductions.

The Employer shall provide, in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the stub is not handed to them directly by office or management personnel. For purposes of this article it is understood that management personnel does not include RN’s or RPN’s.

The Employer shall provide, in the case of a digital pay system, confidential digital access to their pay stub, with access to a printer. The Employer will comply and offer access to computer and printer.

Intent that Westend Villa Employer will comply and offer access to computer and printer.

18.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

18.03 Shared Cost Arrangement of Benefits

- (a) Accrual and payment of all benefits including shared cost arrangements and paid holidays, for all part-time employees unless specifically noted otherwise shall be on a proportionate basis of hours regularly paid in relation to seventy-five (75) hours bi-weekly.

- (b) The proportionate amounts as specified in 18.03 [a] above will be based upon total hours paid in the preceding six (6) month period ending June 30th and December 31st. The total hours paid during the preceding six (6) month period divided by nine hundred and seventy-five (975) hours shall be the percentage used for calculating the amounts under 18.03 [a] above for the following six (6) month period.
- (c) The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance, the employee will immediately receive entitlement at one hundred percent (100%) of the Employer's paid share of the benefits.
- (d) Employees who regularly work more than sixty-six (66) hours bi-weekly, in the preceding six (6) month period ending December 31st and subsequently determined every six (6) month period ending June 30th and December 31st, shall have one hundred percent (100%) of the Employer's portion of insured benefits paid by the Employer.
- (e) Hours paid in calculating the proportionate amount in [b] above will include Workplace Safety & Insurance Board and paid sick leave. In addition, when an employee is on pregnancy leave, parental leave or approved leave of absence in excess of thirty (30) continuous calendar days, proportionate entitlement upon return shall be based on the percentage (%) in effect prior to the commencement of the leave.

18.04 Pay During Temporary Transfers

When an employee temporarily substitutes in, or performs the principal duties of a higher paying position in the bargaining unit for a period in excess of one-half ($\frac{1}{2}$) a shift, the employee shall be paid the rate in the salary range immediately above their current rate from the commencement of the shift on which they were assigned the job.

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

18.05 Responsibility Allowance for Work Outside the Bargaining Unit

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half ($\frac{1}{2}$) shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (b) Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent

RN for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.

- (c) Where there is neither an RN nor supervisor on duty, the Employer may designate one RPN, when employees are on duty, to be in charge on those evening, night, or weekend shifts. Such employee shall receive seven dollars and fifty cents (\$7.50) per shift in addition to their regular rate of pay.
- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

18.06 Mandatory In Service

The Employer agrees that where practical all mandatory training (In-Service and online training) shall be scheduled during an employee's normal working hours.

In the event that mandatory training cannot be scheduled during an employee's normal working hours, the Employer in consultation with the employee, shall find suitable time for the employee to come into work early and/or stay late to complete the training. All time spent completing the training will be paid at the employee's regular earnings.

In the event that the mandatory training cannot be scheduled at the workplace, the Employer in consultation with the employee, approve a designated amount of time for the employee to complete the training offsite. All time spent completing the training will be paid at the employee's regular earnings.

ARTICLE 19 – GENERAL

19.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

19.02 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

19.03 Overtime Meal Allowance

Employees required to work more than two and one-half (2½) hours overtime consecutive with a shift shall be provided with a meal by the Employer.

19.04 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union will invoice the Employer and costs will be equally shared.

19.05 Plural or Masculine Terms May Apply

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

19.06 Progression

- (a) Full-time employees within their classification will progress from the Start Rate to the One Year Rate and so on, on the basis of continuous years' of service subject to adjustment under Article 16.11.
- (b) Part-time employees within their classification will progress from the Start Rate to the One Year Rate and so on, on the basis of eighteen hundred (1,800) paid hours. Hours worked and paid for, hours not worked and paid for by the Employer and hours not worked and paid under the *Workplace Safety & Insurance Act* shall be considered as hours paid for the purpose of advancement on the wage grid.

19.07 Job Descriptions

The Employer shall make available to the Union, on request, job descriptions of positions in the bargaining unit.

19.08 Definition of Employees

- (a) A full-time employee shall mean an employee who is regularly scheduled to work seventy-five (75) hours in the bi-weekly pay period, exclusive of overtime and meal periods.
- (b) A part-time employee shall mean an employee who is regularly scheduled to work less than seventy-five (75) hours in the bi-weekly pay period.

19.09 Higher Rated Job Classification

If an employee transfers or is reclassified to a higher rated job classification, the employee shall receive the rate of the new classification that is immediately above the rate the employee is leaving. Progression on the salary grid from the date of the transfer or reclassification will be as per Article 19.07.

19.10 New Classification

- (a) When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within three (3) calendar weeks following the meeting. The decision of the Board of arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.
- (b) Any change in the rate established by the Employer as mutually agreed upon by the parties or awarded by a Board of Arbitration shall be retroactive to the date that the Union raised the issue with the Employer.

19.11 Payroll Errors

- (a) If the Employer makes a payroll error such that an employee covered by this Agreement has not received wages earned in any biweekly pay period amounting to 5.5 hours or more at their regular rate of pay, the error will be adjusted within three (3) payroll department business days from the date that the department head was advised of the error. Errors of less than this amount will be corrected on the employee's next regular pay.

- (b) If the Employer makes an error in an employee's favour of a day's pay for that employee or less the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, at the request of the employee, the Employer will be reimbursed over the following two (2) or three (3) pay periods as agreed upon between the parties.

19.12 Resident Abuse

The parties agree that the abuse of residents by employees will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents.

19.13 Termination of Employment

- (a) Upon termination or layoff, the employee will be paid their final pay and their vacation pay on the regular payday for that pay period within which they were terminated or was laid off.
- (b) Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

ARTICLE 20 – TECHNOLOGICAL CHANGES

20.01 Notify Union

- (a) The Employer undertakes to notify the Union in advance so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.
- (b) The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways of minimizing the adverse effect, if any, upon employees concerned.

ARTICLE 21 – HEALTH AND SAFETY

21.01 Occupational Health and Safety Act

The Employer and the Union agree to abide by the *Occupational Health and Safety Act* as amended from time to time.

21.02 Monthly List

The Employer shall provide to the Union monthly a list of all employees on WSIB or modified work.

21.03 Accident Report

The Employer shall give the employee a copy of the accident report to be given to the Board.

21.04 Maintenance of Standards

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.

21.05 Joint Health and Safety Committee

- (a) A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by the Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month.
- (b) Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at their regular or overtime rate.
- (c) Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.
- (d) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative
- (e) Where an inspector makes an inspection of a workplace under the powers conferred upon them under the *Occupational Health and Safety Act*, the Employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during their physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker

health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during their physical inspection of a workplace, or any part or parts thereof.

21.06 Monthly Inspections

- (a) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.
- (b) In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on their inspections. Scheduled time spent in all such activities shall be considered as time worked.

21.07 Access to Data

The Joint Health and Safety Committee and the representatives thereof shall have access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. This information shall be a standing item recorded in the minutes of each meeting.

21.08 Full Co-operation

The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.

21.09 Best Efforts

The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

21.10 Aggressive Residents

The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

21.11 Violent Behaviour

The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- (i) designing safe procedures for employees;
- (ii) providing training appropriate to these policies;
- (iii) reporting all incidents of workplace violence.

21.12 Employer Obligation

The Employer shall:

- (i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- (ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (iii) ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

21.13 Employee Obligation

A worker shall,

- (i) work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;
- (ii) use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn;
- (iii) report to their Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger themselves or another worker; and
- (iv) report to their Employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which they know.

21.14 Injured Workers Provisions

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.

21.15 Infectious Diseases

- (a) The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.
- (b) To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.
- (c) The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

21.16 Day of Mourning

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

21.17 Violence In The Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing their work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For the purposes of sub-article a) only, employees as referred to herein shall mean all employees of the Employer.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation and with the employees consent, the Employer will inform the Union within three days of any employee who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as practicable.

21.18 Harassment In The Workplace

- (a) The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with Extencare's values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.
- (b) Harassment is restricted to any grounds prohibited by the Ontario Human Rights Code.

(c) Harassment is defined as a course of unwelcome comment or conduct that is known or ought reasonably to be known to be vexatious. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

(d) The following examples could be considered as harassment but are not meant to cover all potential incidents:

Name calling

Racial slurs or joke

Mimicking a person's accent or mannerisms

Offensive posters or pictures on paper

Repeated sexual remarks

Physical contact that could be perceived as degrading

Sexual flirtation, advances, propositions

Leering

Comments about a person's sex life

Innuendo, gestures or taunting

Talking about a person's body, disability, attire or sex

(e) Harassment is defined as deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably be known to be unwelcome by the recipient and which serve no legitimate workplace purpose. For clarity, harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

(f) Where a bargaining unit member complains of harassment by another bargaining unit member, they shall bring such complaint to the attention of the Employer and the Union. The Employer will then initiate a complete investigation of the complaint with the presence of the Union, and report the findings back to the Union and the complainant who shall be accompanied by a Steward. If the complaint directly or indirectly involves the complainant's Supervisor or a Steward they may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

In circumstances where a bargaining unit member complains of harassment by another bargaining unit member, a copy will be sent to the union of the investigator's executive summary report.

- (g) Should the complainant not be satisfied with the Employer's response they are entitled to file a grievance under the terms of this Collective Agreement.
- (h) In support of providing and maintaining an environment free of harassment, the Employer and the Union will ensure that all staff members, volunteers and persons with the practicing privileges in the facility are informed that harassment, including sexual harassment, in the workplace, is an offence under the law.

ARTICLE 22 – TERM OF AGREEMENT

22.01 Effective Date

This Agreement shall be binding and remain in effect from January 1, 2022 to December 31, 2023 in accordance with the terms of the Agreement between the parties, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least three (3) months prior to the expiration date in each year that it desires its termination or amendment.

22.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

22.03 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give in writing to the other party notice of the changes or amendments proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

22.04 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply: The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

SIGNED ELECTRONICALLY THIS 17th DAY OF JANUARY 2024.

FOR EXTENDICARE
WEST END VILLA

(Handwritten initials)

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES AND ITS
LOCAL UNION 1307

Cecilia Nyaamine
Cecilia Nyaamine (Jan 19, 2024 11:18 EST)

Lilian Sawyer
Lilian Sawyer (Jan 20, 2024 18:08 EST)

Lisa Daniel
Lisa Daniel (Jan 20, 2024 23:29 EST)

Sherry Wallace
Sherry Wallace (Jan 17, 2024 11:19 EST)

APPENDIX “A” – WAGES – CLERICAL

A.01 Classifications and Wages

Classification	Step	01-Jan-22 3.50%	01-Jan-23 3.50%
Receptionist	Probation	\$20.69	\$21.41
	Start	\$20.97	\$21.70
	1 Year	\$21.48	\$22.23
	2 Years	\$21.96	\$22.72
DOC Clerk	Probation	\$21.29	\$22.03
	Start	\$21.57	\$22.32
	1 Year	\$22.14	\$22.92
	2 Years	\$22.68	\$23.47

NOTES:

* Pay Equity Adjustment of \$1.20 per hour has been incorporated into the hourly rates.

A.02 Retroactivity

Retroactivity shall be paid within three (3) full pay periods following the issuance of this Award. Retroactivity will be paid for all hours worked and paid for by the Employer to all employees who were employed at the time the Collective Agreement expired and to those hired since.

Employees who left the Employer will be contacted by registered mail within the timetable above at their last known address and will have thirty (30) days from the date of the mailing to claim their retroactive payment, which payment will be made within thirty (30) days of receipt of the claim.

Retroactivity shall be paid by separate cheque, and shall be itemized.

All other matters effective the date of written notice of ratification or an arbitration award, unless otherwise specified herein

APPENDIX "B" – PAY EQUITY AGREEMENT

BETWEEN

**EXTENDICARE (CANADA) INC., BAYVIEW, OSHAWA, LAURIER MANOR,
WEST END VILLA, SUDBURY YORK, KAPUSKASING, TIMMINS AND TRI-TOWN
(the "Employer")**

and

**CUPE LOCALS 1182, 1307,
1394, 4788, 2770, 2951, 3127 AND 3128
(the "Union")**

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the 3% payment in 1995 which exceeded the Employer's minimum obligation by 2%, carries forward and captures the obligations up to and including December 31, 2000.

The adjustments in this Agreement resolve all current outstanding issues of pay equity and the obligations under the Proxy Pay Equity Plan for 2001, 2002, 2003.

The Pay Equity adjustments will be as follows:

- Effective January 1, 2001, seven (\$.07) cents per hour.
- Effective January 1, 2002, eight (\$.08) cents per hour.
- Effective January 1, 2003, fifteen (\$.15) cents per hour.
- Effective September 1, 2003, ten (\$.10) cents per hour.

The parties further agree that the following additional pay equity adjustments resolve the remaining pay equity obligations and will be paid on the following dates:

- Effective January 1, 2004, ten (\$.10) cents per hour.
- Effective January 1, 2005, ten (\$.10) cents per hour.
- Effective January 1, 2006, ten (\$.10) cents per hour.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement.

The parties agree that this agreement satisfies any and all requirements of the *Pay Equity Act*.

SIGNED ELECTRONICALLY THIS 17th DAY OF JANUARY 2024.

**FOR EXTENDICARE
WEST END VILLA**



**FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES AND ITS
LOCAL UNION 1307**



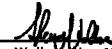
Cecilia Nyaamine (Jan 19, 2024 11:18 EST)



Lillian Sawyer (Jan 20, 2024 18:08 EST)



Lisa Daniel (Jan 20, 2024 23:29 EST)



Sherry Wallace (Jan 17, 2024 11:19 EST)

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1307

AND

EXTENDICARE (CANADA) INC., WEST END VILLA

Re: Pay Holdback


The parties agree that the hold back pay shall remain as it is currently, that is at ten (10) calendar days.

SIGNED ELECTRONICALLY THIS 17th DAY OF JANUARY 2024.


**FOR EXTENDICARE
WEST END VILLA**

**FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES AND ITS
LOCAL UNION 1307**






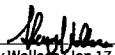
Cecilia Nyaamine (Jan 19, 2024 11:18 EST)



Lillian Sawyer (Jan 20, 2024 18:08 EST)



Lisa Daniel (Jan 20, 2024 23:29 EST)



Sherry Wallace (Jan 17, 2024 11:19 EST)

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES
AND
EXTENDICARE (CANADA) INC.

Re: Pension Plan

It is understood and agreed that the Employer will have no responsibility for managing the Nursing Homes and Related Industries Multi-Employer Pension Plan (hereinafter called the Plan), and the Employers' financial obligation is limited to making contributions and deductions in accordance with the Collective Agreement and forwarding these to the Plan. The Employer shall provide the Plan Administrator with all information required pursuant to the *Pension Benefits Act, 1987*, on a timely basis, in line with point 5 below.

The conditions precedent to the Employer agreeing to participate in the Plan are as follows:

1. The Union will not propose any change in the Employees' or Employers' contribution earlier than December 31, 1995.
2. The Union and the Employer understand and agree that under current pension legislation and/or regulations the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the Collective Agreement then in force between the parties.
3. It is understood and agreed by the Parties that should the current Pension legislation and/or regulations be changed to the extent that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the Parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligation exceeds that which the Employers would have if the Plan were a defined contribution plan.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employers, for and on behalf of their employees, to the Plan will be invested in accordance with the applicable legislations.

The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or as is required by law, whichever is more frequent.

5. The information pursuant to .07 of the collective agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information request beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee by article .07 of the agreement are:

- A. To be provided once only at Plan commencement and for new enrolments:

- Date of Hire
- Date of Birth
- Date of First Remittance
- Seniority List (for purpose of calculating past service credit)

- B. To be provided with each remittance:

- Name
- Social Insurance Number
- Monthly Remittance

- C. To be provided once, and if status changes:

- Address as provided to the Home
- Termination date when applicable

D. To be provided once if they are readily available:

Gender
Marital Status

SIGNED ELECTRONICALLY THIS 17th DAY OF JANUARY 2024.

**FOR EXTENDICARE
WEST END VILLA**



**FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES AND ITS
LOCAL UNION 1307**



Cecilia Nyaamine (Jan 19, 2024 11:18 EST)



Lilian Sawyer (Jan 20, 2024 18:08 EST)



Lisa Daniel (Jan 20, 2024 23:29 EST)



Sherry Wallace (Jan 17, 2024 11:19 EST)

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES
AND
EXTENDICARE (CANADA) INC.

Re: Influenza Vaccine

Upon recommendation of the Medical Officer of Health pertaining to a facility or to Health Care facilities in general, all employees shall be required to be vaccinated and or take anti viral medication for influenza as recommended. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the Employee exercises their right to refuse the required medication, they may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee has been cleared by the public health or the Employer to return to the work environment.

If such refusal is based on medical grounds, where a medical certificate is provided to confirm that, and where it is deemed safe and practical by the Employer the employee may be reassigned during the outbreak period. Where reassignment is not possible the employee will be permitted to access their sick-leave bank during the outbreak period.

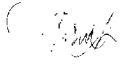
If the employee is pregnant and her physician believes the pregnancy could be in jeopardy as a result of an inoculation and/or the antiviral medication and where a medical certificate is provided to confirm that, the employee will be permitted access to their sick –leave bank during the outbreak period.

If the employee gets sick as a reaction to the drug and applies for WSIB the Employer will not oppose the application.

Any employee placed on unpaid leave in these circumstances, or who has exhausted their sick leave bank, shall be permitted to use banked lieu time or vacation credits in order to keep their pay whole.

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LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1307
AND
EXTENDICARE (CANADA) INC., WEST END VILLA
Re: Grievances BD/02/11, BD/03/11, BD/04/11

This Letter of Understanding resolves the above grievances.

The parties agree the definition of a part-time employee without a rotation is;

A "part-time on call" employee is one who does not have a regular shift schedule but who accepts shifts on an intermitten basis.

The seniority of part-time on call employees shall be calculated in accordance with the formula set out in Article 14.09.

The Employer has the right to determine the number of on call positions it requires.

The Employer agrees to post part-time on call positions. The most seniority qualified applicant shall be awarded the position. It is understood that seniority applies bargaining unit wide.

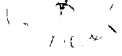
When calling in employees, the Employer shall first contact regularly scheduled part-time employees, in order of seniority. Once the list of regularly scheduled part-time employees has been exhausted, the Employer will contact part-time on call employees, in order of seniority, to offer them the shifts.

When scheduling employees for additional shifts, the Employer shall first contact regularly scheduled part-time employees, in order of seniority, to offer them said shifts, up to 75 hours per pay period. Once the list of regularly scheduled part-time employees has been exhausted, the Employer will contact part-time on call employees, in order of seniority, to offer them the shifts.




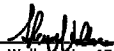
Arbitrator Keller will remain seized of the above-mentioned grievances.

SIGNED ELECTRONICALLY THIS 17th DAY OF JANUARY 2024.

FOR EXTENDICARE
WEST END VILLA



FOR THE CANADIAN UNION
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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1307
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EXTENDICARE (CANADA) INC., WEST END VILLA

Re: Article 13.04

It is understood and agreed the Employer will follow the master work schedule for posting of schedules, in particular, during the period as referred to in Article 13.04 – Christmas or New Year's off.

For those employees who are scheduled according to the master schedule to work both Christmas and New Year's Day as per Article 12.03 – Working Schedule, they must submit their request for either Christmas or New Year's Day stats within the timeframe posted. All requests received by said employees within the appropriate timeframe shall be based on seniority. All requests received by said employees after the appropriate timeframe shall be considered on a first come, first serve basis. Employees who agree to be scheduled according to the master work schedule on both Christmas and New Year's Day shall advise the Employer in writing.

First come, first serve basis shall be determined by the date stamp of the Employer on the request submitted by the employee.

Only after the employees working both Christmas and New Year's Day have been accommodated as per Article 13.04 may any further stat requests be granted by the Employer based upon Article 12.03, as described above and the operational needs of the workplace.

Further the Employer agrees that employees who have been granted their stat request for either Christmas or New Year's Day off will not be scheduled to work on the opposite day if the master schedule indicates this would normally be scheduled off.

This Letter of Understanding is being implemented on a one year trial basis and can be cancelled by either party by giving thirty (30) days written notice. The agreement can be extended by signing a new Letter of Understanding at the end of this one year trial.

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EXTENDICARE (CANADA) INC., WEST END VILLA

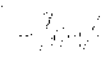
Re: Parking Space


The current practice as it relates to parking shall continue

SIGNED ELECTRONICALLY THIS 17th DAY OF JANUARY 2024.


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BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1307
AND
EXTENDICARE (CANADA) INC., WEST END VILLA

Re: Article 12.03 Working Schedule

This Letter of Understanding will continue to be in force until the end of the next contract period.

The agreement may be extended by signing a new Letter of Understanding at the end of the contract period.

The parties agree on a without prejudice or precedence position, employees requesting specific days off and posting of work schedule shall be implemented as below;

Requests for specific days off (other than vacation) will be presented to the Employer by no later than;

- March 31 for the period June 1 - August 30
- June 30 for the period of September 1 - November 30
- October 31 for the period December 1 – February 28 (29)
- January 31 for the period March 1 – May 31

The Employer will develop and post the work schedule by no later than;

- April 30 for the period June 1 – August 31
- July 31 for the period September 1 – November 30
- October 31 for the period December 1 – February 28 (29)
- January 31 for the period March 1 – May 31

Requests for specific days off shall be granted base on seniority if submitted by the deadlines indicated.

During the period from the deadline for submission up to the time the work schedules are posted, the Employer will continue to be responsible for scheduling replacement staff for all requests which can be approved. If requests for specific days off are submitted after the deadlines indicated, they will be approved on a first come first serve basis, dependent upon operational requirements.

SIGNED ELECTRONICALLY THIS 17th DAY OF JANUARY 2024.

FOR EXTENDICARE
WEST END VILLA



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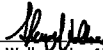
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EXTENDICARE (CANADA) INC., WEST END VILLA

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1307

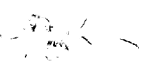
The parties agree to strike a committee, to meet within ninety (90) days of ratification, to discuss the implementation of a Resident Care Aide classification. The Committee will discuss the job duties of the position, the nature of personal care, and the intersection with the work of the Personal Support Worker (Health Care Aide) classification. The parties agree that the implementation of this new position is not intended to replace the work of Personal Support Worker (Health Care Aide).

The Union side of the Committee will consist of one representative from each Local plus staff support.


The Committee will seek agreement on a wage rate for the position. If a wage rate cannot be agreed upon the parties agree to refer the matter of the wage rate to an expedited mediation/arbitration process for resolution. Once established, wage rates will be retroactive to the ratification of this agreement.


SIGNED ELECTRONICALLY THIS 17th DAY OF JANUARY 2024.


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LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., WEST END VILLA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1307


RE: NEW SYSTEM IMPLEMENTATION

Extendicare is planning on introducing a new Human Resources Information System (HRIS) during the life of this Collective Agreement.


Some articles of the Collective Agreement may contain administrative details not compatible with the new HRIS system. The Union and the Employer agree that any administrative changes resulting from the new HRIS system will not be considered a violation of the Collective Agreement. The Union and employees will be provided with adequate notice and employees will be provided with training to ensure proper use and understanding of the new system.


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WEST END VILLA**

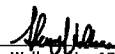


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LETTER OF UNDERSTANDING

BETWEEN

EXTENDICARE (CANADA) INC., WEST END VILLA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1307

RE: NEW SYSTEM IMPLEMENTATION – GRIEVANCE PROCESS

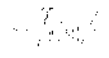
Extendicare is planning on introducing a new Human Resources Information System (HRIS) during the life of this Collective Agreement. Extendicare expects there to be minor administrative adjustments that will not negatively impact membership or violate the Collective Agreement.

It is understood, however, that with a transfer from one system to another that it is possible Extendicare will experience a higher than normal volume of administrative errors. In an effort to have these issues expediently resolved, the Union and the Employer will develop a process outside the grievance articles of the Collective Agreement for these issues to be logged and dealt with in a timely manner. The parties agree to use this process and not the grievance process for matters relating to this system implementation.


If a matter remains unresolved for longer than ten (10) business days, either party may initiate the appropriate steps of the grievance process.


SIGNED ELECTRONICALLY THIS 17th DAY OF JANUARY 2024.


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LETTER OF UNDERSTANDING
BETWEEN
EXTENDICARE (CANADA) INC., WEST END VILLA
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1307
RE: WORKLOAD REVIEW FORM

The parties agree that resident care is enhanced if concerns relating to workloads arising from resident acuity and volumes are resolved in a timely manner using a problem-solving approach.

Communication between the parties shall be:

- Professional;
- Courteous;
- Collegial;
- Respectful; and
- Focused on resolving the root cause issue

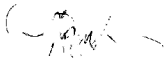
In the event that the Employer assigns a number of residents or a workload to an individual or group of workers such that they have reasonable grounds that they are being asked to perform more work than is consistent with proper resident care, the following process shall be followed:

1. The worker(s) should communicate directly with their immediate Supervisor or Charge Nurse to allow them an opportunity to resolve the issue/concern. If the matter is unresolved, the worker(s) should discuss the concern with the Manager. The Manager should have a reasonable opportunity to address the issue/concern.
2. If the issue/concern occurs during off hours and the issue/concern cannot be resolved by the Supervisor or Charge Nurse, then the issue/concern should be directed to the Supervisor or Charge Nurse the following day.
3. Worker(s) are encouraged to raise their concerns with their immediate Supervisor within forty-eight (48) hours. In the event that within five (5) calendar days, the issue/concern is not resolved, the worker(s) should complete a Workload Review Form, sending it to their respective Manager and to the Union.

4. If there is still disagreement after the above steps have been followed, then a meeting will be arranged between the Union Representative, Manager, and employee who completed the Workload Review Form, to review unresolved workload issues or concerns that may impact resident care. Alternatively, if the parties agree, the issues raised on the Workload Review Form shall be discussed at labour management.

SIGNED ELECTRONICALLY THIS 17th DAY OF JANUARY 2024.

**FOR EXTENDICARE
WEST END VILLA**



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WORKLOAD FORM

Employees are required to complete every section of this form prior to submitting it to the Manager (or designate)

Section 1: General Information**Date/Time of Occurrence:****Date Form Submitted to Employer:****Site/Location:****Department/Unit:****Type of Work Being Performed:****Number of Staff on Duty:****Usual Number of Staff on Duty:****If there was a shortage of staff at the time of the occurrence, please check one or all of the following that apply:**

- Absence:**
- Sick Calls:**
- Vacancies:**
- Off Unit:**

Section 2: Details of Occurrence

I/We the undersigned employee believes that I/we was/were given an assignment that was excessive or inconsistent with quality resident care and/or created an unsafe working environment for the following reasons. (Provide Brief Description of the problem/assignment below):

Check One: **This is an isolated Incident** **This is an ongoing problem**

EMPLOYEE Recommended Solution: