

**COLLECTIVE AGREEMENT**

**-between-**

**RIVER GLEN HAVEN NURSING HOME  
of the first part**

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 2730 (Full-Time)  
of the second part**

**EXPIRY DATE: September 30, 2023**

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**This Agreement entered into**

**between**

**RIVER GLEN HAVEN NURSING HOME  
(Hereinafter referred to as the "Employer")  
OF THE FIRST PART**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 2730 (full-time unit)  
(Hereinafter referred to as the "Union")  
OF THE SECOND PART**

**ARTICLE 1 MANAGEMENT'S RIGHTS**

**1.01** The Union recognizes and acknowledges that the management of the Nursing Home and the direction of the working force are fixed exclusively with the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a)** maintain order and efficiency;
- (b)** hire, promote, demote, classify, transfer employees and to suspend, discipline or discharge an employee for just cause provided that a claim by an employee that they have been suspended, disciplined, or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c)** make, enforce, and alter, from time to time, reasonable written rules and regulations to be observed by the employee

**1.02** The Employer agrees that these functions shall be exercised in a fair and reasonable manner, and that they shall be exercised in a manner consistent with the terms of this Collective Agreement.

## **ARTICLE 2 RECOGNITION AND NEGOTIATIONS**

### **2.01 Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of River Glen Haven Nursing Home at Sutton, Ontario, regularly employed for seventy-five (75) hours bi-weekly save and except professional medical staff, registered and graduate nurses, technical personnel, office staff, supervisors, and persons above the rank of supervisor and persons employed for less than seventy-five (75) hours bi-weekly.

### **2.02 No Other Agreements**

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

## **ARTICLE 3 NO DISCRIMINATION**

3.01 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment, nor by reason of membership or lawful activity in the Union according to the *Ontario Labour Relations Act*.

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

## **ARTICLE 4 UNION SECURITY**

### **4.01 New Employees**

a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

4.02 All employees who are, or who become, members of the Union shall be required to maintain membership in the Union as a condition of their continued employment except that the Union shall not require the Employer to discharge any such employee because they have been expelled or suspended from membership for any of the reasons provided under Section 45 (2) of the Labour Relations Act, RSO 1990, CL2, S.42

4.03 **Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) who are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimentation, or in emergencies until regular employees are available.

**ARTICLE 5 CHECK-OFF OF UNION DUES**

5.01 **Check-Off Payments**

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members as authorized by the Union. Any changes or alterations will be provided in writing.

5.02 **Deductions**

Deductions shall be made from the second payroll period of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the next month, accompanied by a list of the names of employees from whose wages the deductions have been made. Such list will specify whether the employee is full-time or part-time.

**5.03 T4 Slips**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

**ARTICLE 6 CORRESPONDENCE**

6.01 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator or their designate and the Local President or their designate.

**ARTICLE 7 LABOUR MANAGEMENT RELATIONS**

**7.01 Representation**

No 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. **Wherever possible, the employer will provide advanced notice of meetings to the Union.**

**7.02 Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Bargaining Committee members shall be entitled to leave their work during working hours for direct negotiations with the Employer, up to and including conciliation. Such permission shall not be unreasonably withheld. The Bargaining Committee shall have the right to attend negotiation meetings held within the employees' working hours without loss of remuneration.

**7.03 No Strikes or Lock Outs**

During the term of this Agreement, the Employer agrees there will be no lockout and the Union agrees there will be no strike. The definition of the terms "strike" and "lockout" shall be in accordance with the Ontario Labour Relations Act, RSO 1990, CL2, S.45 (1) revised. As amended from time to time.

**7.04 Representative of Canadian Union**

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

**7.05 Labour Management Committee**

There shall be a Labour Management Committee consisting of three (3) Union members and equal representation of Management who will meet as required, but at least once in two (2) months, to discuss matters not directly covered by this Collective Agreement. Issues relating to workload can also be discussed at such meetings.

Parties agree to discuss benefits in the Labour Management Committee.

**ARTICLE 8 GRIEVANCE PROCEDURE**

**8.01 Election of Steward**

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 elect stewards.

**8.02 Names of Stewards**

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

**8.03 Permission to Leave Work**

The Union recognizes that each steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. The right of a steward to leave their work is granted on the following conditions:

- (a) The steward shall obtain permission of their immediate supervisor before leaving their workstation. Such permission shall not be unreasonably withheld.
- (b) The Steward's time off shall be devoted to the prompt handling of grievances and shall, except for meetings with Management, be limited to fifteen (15) minutes unless further permission is obtained from the supervisor.

#### **8.04 Definition of Grievances**

A grievance shall be defined as any dispute arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a claim by an employee that they have been unjustly disciplined or discharged. The grievance must be presented within seven (7) working days of the employee becoming aware of the event.

#### **8.05 Settling of Grievances**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**Step No. 1** The aggrieved employee shall present their grievance to their immediate supervisor. They shall have the assistance of their steward if they so desire. The supervisor shall give them an oral decision within three (3) working days following the presentation of the grievance to them. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

**Step No. 2** Within three (3) working days after the decision given in Step 1, the aggrieved employee may, with their steward, present the grievance which shall be produced in writing on a form supplied by the Union to the Department Head, who shall consider it and render their decision in writing within three (3) working days following the presentation of the grievance to the Department Head. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows:

**Step No. 3** Within three (3) working days after the decision given in Step 2, the aggrieved employee may submit their grievance to the Administrator and the employee accompanied by the Union, shall meet

to consider the grievance. This meeting shall occur within twenty-one (21) days. The Administrator will render their decision in writing within fourteen (14) days following such meeting.

**Step No. 4** Failing satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

**8.06** Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Employer has a grievance, Steps 1 and 2 of this Article may be by-passed. In the case of an Employer grievance, this grievance shall be filed with the Secretary-Treasurer of the Union or in the case of a Union grievance or group grievance, with the Administrator.

**8.07 Mediation**

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

**8.08 Supplementary Agreements**

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

Any such Agreement must make specific references to this Article, i.e., 8.07.

**8.09** For the purposes of Article 8, 9 and 10, a working day shall exclude Saturday, Sunday, and Statutory Holidays.

**8.10 a)** An employee, subject to disciplinary action, shall have the right, if they so request, to the presence of the Union steward or Union **Executive** committee member, or if either of the above are not available, a member representative of the employee's choice who is working on the current shift.

**b)** At all steps of the grievance procedure, an aggrieved employee shall have the right to be accompanied and represented by a representative of the Union, including at Step 3, the C.U.P.E. National Staff Representative.

## **ARTICLE 9 ARBITRATION**

9.01 The parties agree that all matters not settled at Step 3, may be referred to a sole arbitrator. The parties may however agree to submit the matter to a Board of Arbitration, in which case Articles 9.02 a) and b) will apply.

### **9.02 a) Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by 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 nominee to an arbitration board. The two (2) nominees shall then meet to select an impartial chairman.

### **b) Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.

9.03 The Arbitrator, or the Board of Arbitration, as the case may be, shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

### **9.04 Expenses of the Sole Arbitrator/Board of Arbitration**

Each party shall pay:

- (1) the fees and expenses of the nominee it appoints;
- (2) one-half (1/2) of the fees and expenses of the chairperson.

### **9.05 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties.

- 9.06 Either party may apply for arbitration under Section 46 of the *Ontario Labour Relations Act*, as an alternative to the steps outlined above.

## **ARTICLE 10 DISCHARGE AND SUSPENSION**

- 10.01 An employee who has completed their probationary period may be discharged or suspended, but only for just cause and only upon the authority of the Employer or their designate. Such employee and the Union shall be advised promptly in writing by the Employer of such discharge or suspension.
- 10.02 A claim by an employee who has completed the probationary period that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Department Head at Step 2 of the grievance procedure within three (3) working days after the employee is suspended or ceases working for the Employer.
- 10.03 Discharge or suspension grievances may be settled by confirming the Employer's action in dismissing or suspending the employee, by reinstating the employee and making them whole in all respects, or in any other manner which is just and equitable in the opinion of the parties or the Board of Arbitration as the case may be.
- 10.04 (a) An employee shall be notified in writing of any expression of dissatisfaction concerning their work which the Employer intends placing on their record, within thirty (30) working days of the event of the complaint.
- (b) Any response by the employee will also be placed in the employee's record.
- 10.05 (a) No offence shall be used against an employee, in support of further disciplinary action, after eighteen (18) months, provided that the employee has had a clear record of discipline for that eighteen (18) month period.
- (b) Employees may review their personnel files two (2) times per year provided the request is put in writing. Such review shall be done on the employee's own time. The employee may be accompanied by a Union Steward providing this is also on the Union Steward's own time.

## **ARTICLE 11 SENIORITY**

### **11.01 Seniority Defined**

Seniority is defined as the length of continuous service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall, providing the senior person has the qualifications and ability to perform the work involved. Seniority shall operate on a bargaining-unit-wide basis.

### **11.02 Seniority List**

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 provided in January and July of each year.

### **11.03 Probation for Newly Hired Employees**

A newly hired employee shall be on probation until they have completed four hundred and fifty (450) hours worked from the date of last hire. During the probationary period, the Employer will keep the employee regularly apprised of their progress and shall be entitled to all rights and provisions of this Collective Agreement, unless otherwise specified. The termination of a probationary employee cannot be the subject of grievance or arbitration provided the termination has not been done in an arbitrary or discriminatory manner. After completion of a probationary period, seniority shall be effective from the last date of hire.

### **11.04 Loss of Seniority**

Seniority shall terminate, and an employee shall cease to be employed by the Employer when:

- (1) they are discharged for just cause and is not reinstated;
- (2) they voluntarily quit their employment with the Employer;
- (3) they are absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;
- (4) they failed to return to work within three (3) calendar

days following a layoff after being notified by registered mail to do so unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address;

- (5) they are laid off for a period longer than twenty-four (24) months;
- (6) they fail to return to work upon the termination of an authorized leave of absence without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (7) they are absent from work for more than twenty-four (24) months by reason of illness or other physical disability subject to the provisions of the Human Rights Code; or
- (8) they are absent from work for more than twenty-four (24) months by reason of absence while on WSIB, subject to the provisions of the Human Rights Code.

Employees who are on leave of absence will not engage in gainful employment on such leave, unless approved by the Employer, and if an employee does engage in gainful employment which has not been approved, while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

## **ARTICLE 12 PROMOTIONS AND STAFF CHANGES**

### **12.01 Job Postings**

When a permanent vacancy occurs, or a new position is created in the bargaining unit, the Employer shall post a notice of the position on the Union bulletin board for a minimum of seven (7) calendar days.

### **12.02 Information on Postings**

Such notice shall contain the following information: nature of position, qualifications, and shift. Such qualification may not be established in an arbitrary or discriminatory manner.

### **12.03 Role of Seniority**

In making staff changes, transfers, or promotions under the

provisions of this Article, appointment shall be made of the applicant with the greatest seniority who has the required qualifications and the ability to perform the work of the posted position.

**12.04** Nothing herein shall prevent the Employer from hiring persons from outside the bargaining unit when no qualified employee applies.

**12.05** The Employer will not be required to transfer or promote any individual employee to a permanent position more frequently than twice in any twelve-month period under the provisions of this Article.

Employees must have completed a temporary assignment before posting into a different temporary assignment, unless the new temporary assignment is for a period of twelve (12) months or more.

**12.06** Temporary vacancies expected to exceed three (3) months in duration or maternity/parental leave of absence will be posted. If the successful applicant is a part-time employee, then, the employee will continue to be covered by the terms of the part-time Collective Agreement while filling the temporary vacancy.

**12.07** The successful applicant, under 12.01 will be notified, and notice of the successful applicant will be posted on the bulletin board within fifteen (15) days after the selection has been made.

**12.08** The successful applicant shall be placed on trial in the new position for a period of twenty (20) days worked. Such trial promotion or transfer shall become permanent after the trial period unless:

- i) the employee feels that they are not suitable for the position and wishes to return to their former position; or
- ii) the Employer feels that the employee is not suitable for the position and requires that they return to their former position.

It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to their former position and the employee no longer has the right to return to their former position.

In the event of either (i) or (ii) above, the employee

will return to their former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

#### **12.09 New Classification**

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If, within seven (7) days of notification, the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Union gave notice of disagreement.

## ARTICLE 13 LAYOFFS AND RECALL

13.01 No Full-time positions shall be laid off and filled with one or more part time positions unless discussed and agreed by the parties.

### 13.02 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 layoff, employees shall be laid off in accordance with Article 12 - 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.

13.03 Layoffs under the provisions of the Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employees.

13.04 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' written notice
  - if their service is greater than 10 years - 10 weeks' written notice
  - if their service is greater than 11 years - 11 weeks' written notice
  - if their service is greater than 12 years - 12 weeks' written 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.

### **13.05 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 as required by law 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; 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 or her 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.

### **13.06 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 as required by law to perform the work.

The job posting provisions set out in the Collective Agreement shall apply. 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.

### **13.07 Grievance on Layoffs**

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the grievance procedure.

## **ARTICLE 14 HOURS OF WORK**

14.01 Nothing herein shall constitute a guarantee of hours of work per day or week or of number of days per week. The normal daily hours of work shall be 7.5 hours per day exclusive of a thirty (30) minute unpaid meal break.

14.02 The normal hours per week shall average seventy-five (75) hours over a two (2) week period.

### **14.03 Working Schedule**

(1) The Employer shall make every effort to provide, that days off be consecutive and planned in such a way as to provide every second weekend off.

(2) The Employer will post schedules four (4) weeks in length at least fourteen (14) days in advance. Once posted, the shift schedule shall not be changed without the consent of the employee, unless an emergency situation exists or unless a change of shifts under Article 15.05 has been arranged.

### **14.04 Lunch or Meal Periods**

Any shift of five (5) hours or more will include a one-half hour unpaid meal break.

Lunch or meal periods will be uninterrupted, except in cases of emergency. If in an emergency an employee is required to work by the Supervisor or designate, the time worked during the meal period will be paid.

### **Relief Periods**

Up to and including six (6) hours - one (1) fifteen (15) minute paid break.

More than six (6) hours - two (2) fifteen (15) minute paid breaks.

## **ARTICLE 15 OVERTIME**

15.01 Overtime shall be paid for all hours worked over 7.5 hours in a day and seventy-five (75) hours bi-weekly, at a rate of time and one-half (1-1/2) the employee's regular rate of pay.

- 15.02 Employees required to work more than three (3) hours overtime shall be provided with a meal by the Employer.
- 15.03 Employees shall not be required to layoff during regular hours to equalize any overtime worked.
- 15.04 An employee who is absent on approved paid time off during their scheduled work week shall, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence.
- 15.05 In the event employees of their own accord for their own personal convenience, arrange to change shifts with appropriately qualified other employees, the employees must first get approval of the Employer. Where such changes occur, the provisions relating to overtime and time off between shifts do not apply.
- 15.06 **Sharing of Overtime**  
Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.
- 15.07 An employee who is called into work outside their normal working hours shall be paid for a minimum of three (3) hours at the applicable rate.

## **ARTICLE 16 SHIFTS**

- 16.01 Employees will not be scheduled to work without receiving sixteen (16) hours rest between shifts.
- 16.02 **Shift Preference**  
Seniority shall determine shift preference subject only to ability to perform the job required and a suitable vacancy occurring.
- 16.03 All employees who are required by the Employer to rotate over two or more shifts shall receive a shift premium of 35 cents for each hour worked for all the hours if majority of hours falls between 1500 hours and 0700 hours. Shift premium will not be paid for day hours in which an employee receives overtime premium and shift premiums will not form part of the employees' straight time hourly rate. In no event shall there be any pyramiding of benefits or payments.

**16.04** A shift shall be deemed entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commences.

## **ARTICLE 17 PAID HOLIDAYS**

**17.01** The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	2 Float Days
Heritage Day	

If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

**17.02 (a)** Except as noted in subclause (c) below, an employee who is not required to work on a holiday listed in clause 17.01 shall receive holiday pay equal to one day's pay.

**(b)** An employee who is required to work on a listed holiday shall be paid at the rate of time and one-half (1 1/2) for each hour worked and shall be entitled to a lieu day with pay.

**(c)** When any of the listed holidays fall on any employee's scheduled day off, that employee will not be entitled to payment under clause 17.02(a) but shall be entitled to a lieu day with pay.

**17.03** Lieu days, to which an employee may be entitled under subclauses (b) or (c) of clause 17.02, shall be taken on a date which is mutually agreeable to the employee and the Employer. If mutual agreement is not reached, the date may be designated by the Employer as a day in conjunction with either one of the employee's scheduled weekends off or the employee's vacation period. Lieu days shall be paid at the employee's regular rate. Lieu days must be taken within sixty (60) days of day earned, except that during the scheduling moratorium between December 15<sup>th</sup> and January 15<sup>th</sup> an additional thirty (30) days will be added.

17.04 The Nursing Home will endeavour to provide, in accordance with seniority, Christmas Eve and Christmas Day off or Christmas Day and Boxing Day off or New Year's Eve and New Year's Day off - provided normal staffing of nursing home can be maintained.

17.05 In order to be entitled to payment for a holiday, an employee must have worked their full working day, immediately preceding their full working day, immediately following the holiday, except where the employee's absence on either or both of the qualifying days is due to one of the following factors:

- (a) paid sick leave; or
- (b) leave of absence of less than four (4) weeks pursuant to this Agreement; or
- (c) layoff, if the employee has worked at least one day during the week preceding or one day during the week following the holiday.

17.06 It is agreed that during the period December 20<sup>th</sup> to January 5<sup>th</sup>, no float days, no lieu days, and no vacation will be granted. It is also recognized that the regular work schedules may be required to be amended to enable 17.04 to be granted.

**17.07 Float Holidays**

- (a) In the first year of service an employee will become eligible for one (1) float day after completion of six (6) months service.
- (b) If an employee leaves the employment of the Employer before completing six (6) calendar months in any year and has already taken two (2) float days, the Employer shall have the right to recover one (1) day's pay.

**ARTICLE 18 VACATIONS**

18.01 Vacation pay shall be calculated on the employee's gross earnings in the twelve (12) month period immediately prior to May 31<sup>st</sup>, in accordance with the chart below:

Less than one year	per Employment Standards Act
1 year but less than 3	4% of gross earnings not to exceed two (2) calendar weeks
3 years but less than 8	6% of gross earnings not to exceed three (3) calendar weeks
8 years but less than 15	8% of gross earnings not to exceed four (4) calendar weeks
15 years but less than 23	10% of gross earnings not to exceed five (5) calendar weeks
23 years but less than 28	12% of gross earnings not to exceed six (6) calendar weeks
28 years or more	14% of gross earnings not to exceed seven (7) calendar weeks

18.02 Vacation pay will be paid when the employee takes vacation using the employee's current rate of pay, provided there is enough vacation pay accrued as per 18.01. An employee who has taken all of the vacation time off as provided for in the collective agreement and who still has vacation pay remaining in their accrued bank, shall be paid out the remaining amount in the first pay period after May 31<sup>st</sup> (in the month of June).

**18.03 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls on or is observed during an employee's vacation period, they shall be allowed an extra day's paid vacation.

**18.04 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 wages in lieu of such vacation.

**18.05 Preference in Vacations**

Employees shall submit requests for vacation for the vacation year (June 1<sup>st</sup> to May 31<sup>st</sup>), no later than April 15<sup>th</sup>. Requests for vacation shall be granted in order of seniority, failing submission or time requested not available. The employer shall advise employees of their vacation schedule by June 1<sup>st</sup> of each year and unless mutually agreed upon by the employee and the employer, the vacation schedule shall not be changed. Requests for change shall not unreasonably be denied. Vacation requests made after April 15<sup>th</sup> shall be done on a first come first served basis.

**18.06 Unbroken Vacation Period**

An employee shall be entitled to receive their vacation in an unbroken period of up to two (2) weeks unless otherwise mutually agreed upon between the employee and the Employer. Employees must take vacation no less than one (1) week at a time.

**18.07** The annual vacation shall be taken during the calendar year provided that an employee who is eligible for vacation with pay may, with the consent of the Employer, postpone their annual vacation to the next calendar year. It is understood, however, that such payment and vacation entitlement shall be based on the vacation entitlement earned in the former year and not in the year the vacation is being taken.

**18.08 Illness During Vacation**

Sick Leave may be substituted for an employee's scheduled vacation where it can be established that an illness or accident occurred to the employee during their scheduled vacation, causing hospitalization, the necessary Doctor's Certificate to be supplied.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

**18.09** For vacation purposes, one (1) week equals seven (7) consecutive days, five (5) of which shall be working days.

## **ARTICLE 19 SICK LEAVE PROVISIONS**

### **19.01 Sick Leave Defined**

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being unable to work because of sickness, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

Absence due to preventative medical or dental treatment that cannot be scheduled outside of the employee's normal working hours, shall also be considered sick leave, provided the employee gives two (2) weeks' notice.

**19.02** Full-time employees who have completed their probationary period shall accumulate sick leave credits from their date of hire at the rate of one and one-half (1-1/2) days for each month of service. Subject to an employee signing an Authorization to set-off advanced payments against termination pay, sick leave credits shall accumulate from the first day of each month.

**19.03** The maximum accumulation for sick credits will be sixty (60) days.

**19.04 (a)** An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that they are unable to carry out their duties due to illness.

**(b)** The employer may request a medical certificate from an individual employee in circumstances where it is suspected that the sick leave is not valid or a pattern in the sick leave exists.

**(c)** In order to be entitled to sick pay an employee must give notice prior to the commencement of their shift. Where circumstances allow that notice shall be at least two (2) hours prior to the commencement of the shift.

### **19.05 Sick Leave Records**

Immediately after the close of each calendar year, each employee may review the sick leave records of the Employer and verify that the accumulated sick leave is correct.

**19.06** An employee who is no longer deemed to have a compensable injury shall be placed in their former position provided

that the employee has not been absent from work for a period in excess of twelve (12) months and further providing that the employee has provided the Employer with a medical certificate stating that the employee is physically fit to perform the work of their former position.

## **ARTICLE 20 LEAVE OF ABSENCE**

**20.01** Members of the Union Bargaining Committee shall not suffer any loss of pay when required to leave their employment in order to carry on negotiations for the renewal of this Agreement, up to and including conciliation but not arbitration.

**20.02** The employee shall not suffer a loss of pay when dealing with grievances as set out in Article 8.03.

### **20.03 Leave of Absence for Full-time Union or Public**

#### **Duties**

The Employer recognizes the right of employees to participate in public affairs, therefore, upon written request, the Employer will grant leave of absence without loss of seniority so that employees may be candidates in a Federal, Provincial or Municipal election.

An employee who is selected or elected for a full-time position with the Union, or who is elected to public office, shall be granted a leave of absence without loss of seniority for a period of one (1) year.

### **20.04 Bereavement Leave**

(a) When a death occurs in the family of an employee, the employee will be granted leave of absence ending with the day following the funeral.

(b) In the case of the death of the employee's spouse or child, the employee shall be paid regular straight time hourly rate for shifts during which the employee otherwise would have worked, up to a maximum of four (4) consecutive days ending with the day following the funeral.

(c) In the case of immediate family which shall be defined as mother, father (including stepparents and adoptive parents), brother, sister or grandchild, the employee

shall be paid regular straight time hourly rate for shifts during which the employee otherwise would have worked, up to a maximum of three (3) consecutive days ending with the day following the funeral.

In the case of a spouse an additional two (2) days leave of absence without pay will be granted if necessary.

- (d) In the case of the death of a grandparent, mother-in-law, and father-in-law, the employee shall be paid regular straight hourly rate for the day of the funeral if they would otherwise have worked.
- (e) Whenever the term spouse is used in this Article it shall include a common-law spouse as defined by the Family Law Act.
- (f) One (1) day of general leave without pay will be granted to attend the funeral of a relation or a friend not covered by the above clause provided the employee had advised the Employer the day prior to the funeral. If requested by the Employer, proof of bereavement will be provided.

## **20.05 Pregnancy and Parental Leave**

### **(a) Pregnancy Leave**

Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act (ESA), as amended from time to time, as follows:

- (i) A pregnant employee who started employment with their employer at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.
- (ii) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave, a certificate from a legal qualified practitioner stating the expected birth date and notification of the expected date of return.

In the case of an employee who stops working because of complications caused by their pregnancy or because of a birth, still birth, or miscarriage that happens earlier than the employee was expected to give birth, an

employee must, within two (2) weeks of stopping work, give the employer the required certificate and notification as per the Employment Standards Act.

- (iii) Pregnancy leave shall be for seventeen (17) weeks. Except in special circumstances, written notice to extend the leave must be given by the employee at least four (4) weeks prior to the expiry of the initial period of pregnancy leave. The pregnancy leave of an employee ends on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.
- (iv) Pregnancy leave may be commenced at any time within the seventeen (17) weeks before the expected date of delivery.
- (v) Parental leave must be taken in accordance with the *Employment Standards Act* (ESA). 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 sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not. 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 their parental leave as set out above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.
- (vi) During pregnancy leave, including for this purpose the parental leave supplement, the Employer shall continue to make its contributions to the various employee benefit plans for the maximum period of sixty-one (61) weeks, provided that the employee arranges to pay the employee's contributions, if any.
- (vii) During pregnancy leave, including for this purpose the parental leave supplement, seniority continues to accrue.
- (viii) The employer of an employee who has taken

pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

#### **20.06 Family Leave and Emergency Leave**

The Employer recognizes and agrees to abide by the Family Leave and Emergency Leave provisions of the Employment Standards Act, as amended from time to time.

#### **20.07 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed as a crown witness. The Employer shall pay such an employee the difference between their normal pay and their juror or witness fees.

#### **20.08 General Leave**

The Employer may grant a leave of absence without pay to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not unreasonably be withheld subject to the efficient operation of the Nursing Home. It is understood, however, that seniority shall not accumulate from the beginning of leave of absence if such leave exceeds beyond thirty (30) days.

#### **20.09 Union Leave**

Upon at least two (2) weeks' notice, the Employer shall allow a maximum of three (3) employees at any one time, leave of absence without pay in order that they may attend union conventions, conferences, or seminars. It is understood, however, that this leave shall be granted unless normal operations in the Nursing Home cannot be maintained. Furthermore, it is understood that an aggregate maximum of leaves granted under this clause will be sixty (60) working days in any one calendar year. The Employer will continue to pay the employee's wages and benefits and invoice the Union for same. Repayment shall

be made by the Union within thirty (30) calendar days.

**20.10 Education Leave**

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications in order to maintain their employment, the Employer shall pay the full cost associated with the courses.

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided they receive at least one (1) month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the nursing home. Applicants, when applying, must indicate the date of departure and specific date of return.

Note: This clause shall not apply to pre-employment conditions for employment.

**ARTICLE 21 PAYMENT OF WAGES**

**21.01** The Employer shall pay wages bi-weekly in accordance with the rates provided under Schedule "A" which is attached hereto and forms part of this Agreement. On each pay day during working hours, each employee shall be provided with an itemized statement of wages, overtime, vacation, float and sick banks and supplementary pay deductions.

Pay Stubs - the current amount of vacation accrued will be set out on an employee's pay stub.

**21.02** When an employee posts from a part-time position to a full-time position, the employee shall continue to receive payment in lieu of fringe benefits as outlined in Article 21.01 of the Part-Time agreement until such time as they are in receipt of Benefits under Article 22 of the Full-Time collective agreement.

**21.03 Pay on Temporary Transfer - Higher Rated Job**

When an employee at the request of the Employer is temporarily assigned to a position paying a lower rate, their rate shall not be reduced. When an employee is temporarily assigned to a higher rated job at the request of the Employer, they shall be paid at the higher rate of pay for all hours so worked.

**21.04 Responsibility Allowance for Work Outside the Bargaining Unit**

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 the employee shall receive an allowance of three dollar (\$3.00) for each hour worked from the time of the assignment.

**21.05 Weekend Premium**

Effective the first pay period after ratification, employees shall be paid a weekend premium of \$0.20 per hour for all hours worked between 2300 hours Friday to 2300 hours Sunday.

**21.06** Should the Employer make an error in an employee's paycheque, that is greater than one hundred dollars (\$100), they shall issue a cheque for the appropriate amount within three (3) working days (excluding Saturdays, Sundays, and Statutory Holidays) of the employee bringing it to the Employer's attention. If the Employer error is less than one hundred dollars (\$100), the correction will be made on next pay cheque.

**ARTICLE 22 BENEFITS**

**22.01** The Employer will pay 100% of the premium to provide the following benefit coverage for all employees who request it.

**22.02 (a)** Effective November 1<sup>st</sup>, 2007 increase Group Life Insurance from \$20,000 up to \$30,000 and including A.D. and D.

**(b)** Supplemental Health Plan, eligible expenses are as follows: (and detailed in booklet supplied by the Insurance Company)

**(i)** Effective November 1<sup>st</sup>, 2007 100% drugs and supplies with a \$7.50 cap on dispensing fee, a pay-direct drug card and a \$2.00 (increased from \$1.00 previously) fee per prescription paid by the employee, positive enrolment, and co-ordination of benefits.

**(ii)** 100% professional services

(iii) Vision care \$250.00 per individual each twenty-four (24) months.

Effective January 1, 2018, increase Vision Care maximum by \$25.00/2 years

**Limitations:**

Paramedical Services:

Increase from \$300.00 to \$350.00, 20 visits per year.

Chiropractic X-ray:

one (1) per year, max. \$50.00

Delete semi-private insurance coverage.

- (c) Dental Plan Blue Cross #9 or equivalent with a one-year lag on the O.D.A. fee guide, 9-month dental recall for members and dependents over 18 years of age and no fluoride treatment for members and dependents over 18 years of age. The Employer will pay 50% of the premium provided the employee pays the remaining 50%.

**22.03 Health and Welfare Benefits During Absence**

Where a full-time employee is absent due to illness, injury or maternity leave, and absence covered by Workers' Compensation Board, and during authorized leave of absence the following shall apply:

- (a) The Employer shall continue to pay their share of any and all health and welfare benefits for the month in which the absence commences, plus three (3) additional months and in the case of Workers Safety and Insurance Board absences the employer shall abide by the legislative requirements.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee provided the employee pays the total cost of the premiums to the Employer for each monthly period during absence.

## **ARTICLE 23 UNIFORM ALLOWANCE**

**23.01** The Employer shall provide a uniform allowance of twelve dollars and fifty cents (\$12.50) per month to each employee who is required to wear a uniform at work. Such allowance shall be paid on the last pay before September 30<sup>th</sup> of each year.

## **ARTICLE 24 NO CONTRACTING OF WORK**

**24.01** The Employer agrees that all work or services normally performed by employees in the bargaining unit shall not be contracted, transferred, leased, assigned, or conveyed in whole or in part to any other plan, person, company or employee outside of the bargaining unit.

## **ARTICLE 25 GENERAL CONDITIONS**

### **25.01 Bulletin Boards**

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. It is understood, however, that all notices which are to be posted must first be approved by the Employer. Such approval shall not be unreasonably withheld.

### **25.02 Plural or Feminine Terms May Apply**

Where the feminine pronoun is used herein, it shall mean and include the masculine pronoun and vice-versa.

## **ARTICLE 26 TECHNOLOGICAL CHANGE**

### **26.01 Technological Change - Definition**

In this Article "technological change" means any change in:

- (a) the introduction of equipment, material, or processes different in nature, type or quantity from that previously utilized.

- (b) in work methods, organization, operations, or processes affecting one or more employees.

**26.02 Technological Change - Notice**

- (a) The nursing home undertakes to notify the Union in advance so far as practicable of any technological change which the nursing home desires to introduce, which may significantly change the status of employees within the bargaining unit.
- (b) The nursing home agrees to discuss with the union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned. In the event of failure to reach agreement, the Union may apply for arbitration.

**ARTICLE 27 OCCUPATIONAL HEALTH AND SAFETY**

- 27.01 (a)** The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accident, injury and illness in accordance with the Occupational Health and Safety Act as amended from time to time.
- (b)** A Joint Health and Safety Committee (JHSC) shall be constituted in accordance with the Act, 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. The committee shall meet at least every three months or more frequently if the committee decides.

The Employer agrees to accept as a member of its Joint Health and Safety Committee at least one (1) CUPE Representative selected or appointed by the Union.

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.

The parties agree to review the existing policies related to the following issues and discuss any required amendments if necessary:

- Violence in the Workplace
- Workplace Harassment
- Aggressive Resident

**27.02 Influenza Vaccination**

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

- (a) The Employer recognizes that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (c) An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave or vacation if the credits are available. If the employee has no sick time, they may use vacation entitlement subject to Article 18.05.
- (d) During an outbreak, all staff members shall be co-horted to one (1) floor/unit when possible to avoid further infection transmission.
- (e) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.

- (f) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (g) This article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.
- (h) The Employer will keep antiviral medication for Influenza available as an option for those employees not able to take the vaccination.

## **ARTICLE 28 PENSION**

**28.01** In this Article, the terms used shall have the meanings as described:

- (a) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer Plan.
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
  - (i) the straight time component of hours worked on a holiday;
  - (ii) holiday pay, for the hours not worked;
  - (iii) vacation pay and

All other payments, premiums, allowances, and similar payments are excluded.

- (c) "Eligible Employee" means all employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

**28.02** Each eligible employee covered by this collective agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution

irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

**28.03** The employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

**28.04** 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 towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge 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 in force between the parties.

It is understood and agreed by the Employer and the Union that, should the current pension legislation or regulations be changed so 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 obligations exceed that which the Employer would have if the Plan were a defined contribution Plan.

**28.05** The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required, pursuant to the *Pensions Benefits Act, R.S.O. 1990, Ch. P-8*, as amended which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 28.05 of the Agreement are:

(i) To be provided once only at Plan commencement:

- Date of hire
- Date of birth

- Date of first contribution
- Seniority (for the purpose of calculating past service credit)

(ii) To be provided with each remittance:

- Name
- Social insurance number
- Monthly remittance
- Pensionable earnings

(ii) To be provided once, and if status changes:

- Full address as provided to the Home
- Termination date where applicable (MMDDYY)

(iv) To be provided once if they are readily available:

- Gender
- Marital status
- Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

**ARTICLE 29 TERMINATION**

29.01 This Agreement shall be binding and remain in effect up to and including **September 30, 2023** and shall continue from year to year unless either party gives to the other party notice, in writing, between the period of 30 and 90 days prior to the termination that it desires its termination or amendment.

29.02 In the event of such notification being given as to amendment of this Collective Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification or a time mutually agreed to by the parties.

**IN WITNESS WHEREOF the parties hereto have set their signatures to this document.**

**DATED AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**RIVER GLEN HAVEN NURSING HOME**

**CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2730**

Darlene Horne  
Darlene Horne (D. 3, 2 115-5 EST)

Larry Fowler

Jordan Kannampuzha

Mark Donald

\_\_\_\_\_

Sean Wilson  
ES

**National Representative**

## SCHEDULE "A"<sup>1</sup> WAGE SCALE

<b>Registered Practical Nurse</b>	<b><u>Start</u></b>	<b><u>Probation</u></b>	<b><u>1 Year</u></b>	<b><u>2 Years</u></b>
Effective October 1, 2019	24.64	25.28	26.00	26.79
Effective October 1, 2020	25.00	25.63	26.36	27.17
Effective October 1, 2021	25.33	25.99	26.73	27.55
Effective October 1, 2021	25.69	26.36	27.11	27.93
<b>Nurses' Assistant</b>	<b><u>Start</u></b>	<b><u>Probation</u></b>	<b><u>1 Year</u></b>	<b><u>2 Years</u></b>
Effective October 1, 2019	20.10	20.72	21.37	22.31
Effective October 1, 2020	20.38	21.01	21.67	22.62
Effective October 1, 2021	20.67	21.30	21.97	22.94
Effective October 1, 2021	20.96	21.60	22.28	23.26
<b>Laundry, Housekeeping, Dietary Aide</b>	<b><u>Start</u></b>	<b><u>Probation</u></b>	<b><u>1 Year</u></b>	<b><u>2 Years</u></b>
Effective October 1, 2019	19.97	20.14	21.15	21.75
Effective October 1, 2020	20.25	20.42	21.44	22.05
Effective October 1, 2021	20.53	20.71	21.75	22.36
Effective October 1, 2021	20.82	21.00	22.05	22.68
<b>Cook II</b>	<b><u>Start</u></b>	<b><u>Probation</u></b>	<b><u>1 Year</u></b>	<b><u>2 Years</u></b>
Effective October 1, 2019	20.49	21.13	21.75	22.35
Effective October 1, 2020	20.78	21.43	22.05	22.66
Effective October 1, 2021	21.07	21.73	22.36	22.98
Effective October 1, 2021	21.36	22.03	22.68	23.30
<b>Cook I</b>	<b><u>Start</u></b>	<b><u>Probation</u></b>	<b><u>1 Year</u></b>	<b><u>2 Years</u></b>
Effective October 1, 2019	21.13	21.75	22.35	23.01
Effective October 1, 2020	21.43	22.05	22.67	23.33
Effective October 1, 2021	21.73	22.36	22.99	23.66
Effective October 1, 2021	22.03	22.68	23.31	23.99
<b>Students</b>	<b><u>Start</u></b>	<b><u>Probation</u></b>	<b><u>1 Year</u></b>	
Effective October 1, 2019	14.61	15.20	15.72	
Effective October 1, 2020	14.81	15.50	15.94	
Effective October 1, 2021	15.02	15.72	16.16	
Effective October 1, 2021	15.23	15.94	16.39	

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\*\*Those employees who possess a HCA or PSW Certificate will receive an additional .20¢ per hour.

**Physiotherapy Assistants**

As per Agreed to Items #1 dated signed August 26, 2021

7. Physiotherapy Assistants to be added to the wage grid at their current rate. The wages grid of Physiotherapy Assistant remains outstanding.

Effective October 1, 2020 - 1.5% across the board wage increase

Effective October 1, 2021 - 1.5% across the board wage increase

Effective October 1, 2022 - 1.5% across the board wage increase

LETTER OF UNDERSTANDING - AGENCY STAFF

BETWEEN:

RIVER GLEN HAVEN NURSING HOME

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2730

RE: AGENCY STAFF

The employer will endeavour to offer work to qualified bargaining unit employees prior to using agency staff.

Dated at this day of , 2021

FOR THE EMPLOYER:

Darlene Horne

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Jordan Kannampuzha

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FOR THE UNION:

Tammy Smul  
Tammy Smul (Dec 14, 2021 11:44 EST)

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Marsha MacDonald  
Marsha MacDonald (Dec 20, 2021 09:52 EST)

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LETTER OF UNDERSTANDING - SCHEDULING

BETWEEN:

RIVER GLEN HAVEN NURSING HOME

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2730

RE: SCHEDULING

The following principles will apply to all departments:

- 1) Shifts on the schedule to be distributed in the following manner:
  - (a) Full-time lines are per postings.
  - (b) Permanent Part-time lines as per postings.
  - (c) If shifts remain, part-time employees by seniority to a maximum of nine (9) shifts per two-week period.
- 2) Part-Time employee to provide availability for extra shifts one (1) week prior to posting of schedule. If employee does not provide availability, they will be deemed to be available for the period in question.
- 3) Additional shifts available after the schedule is posted shall be offered to part-time employees in order of seniority, provided the shift does not put the employee into an overtime situation.

Dated at this day of , 2021

FOR THE EMPLOYER:

Darlene Horne

Jordan Kannampuzha

FOR THE UNION:

Long Fisher

Michael



**LETTER OF UNDERSTANDING**

**BETWEEN:**

**RIVER GLEN HAVEN NURSING HOME**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2730**

**RE: RPN and PSW: Extended Shifts/Hybrid Schedules**

The Employer and the Union may agree to Implement an extended shift schedule or a hybrid schedule (mix of extended and normal shifts) In order to improve quality of working life, support continuity of resident care, ensure adequate staffing resources, and support cost-efficiency. The parties agree that such schedules may be determined by the Employer and Union subject to the following:

- a) Such Introduction shall be established when:
  - I. sixty-six and two thirds percent (66 2/3%) agreement of the full-time and part-time employees who work in the department so indicate by secret ballot, in a vote conducted by the Union; or
  - II. When the Employer requires such schedule in an emergency. Such emergency will be discussed with the Union. Such discussion with the Union will include the Employer's recruitment plan.
  - III. These schedules may pertain to full-time and/or part-time employees
  - IV. The introduction of such schedules and trial periods, if any, shall be determined by the parties
- b) Hours of work
  - i. Where employees are now working a longer dally shift, the provisions set out in this article governing the regular hours of work on a dally shift shall be adjusted accordingly
  - ii. The normal daily extended shrift shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime.

For hybrid schedules there will be a scheduled normal daily shift of seven and one half (7.5) hours or eleven and one quarter (11.25) consecutive hours per day

- iii. Employees working an extended shift shall be entitled to paid relief period during the shift of a total of forty-five (45) minutes. For hybrid schedules there will also be shifts that provide for relief periods in accordance with article 14
- iv. Scheduling issues will be resolved at the local level
- v. Where the Union and the employer have agreed to or agree to an extended dally shift or hybrid schedule that diffe.rs from the normal dally extended shift, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in this article
- vi. Payment for bereavement leave is based on 11.25 hours for extended shifts. For hybrid schedules the payment for bereavement leave shall be based on the length of scheduled shift
- vii. Full-time only: Vacation, paid holidays and sick leave accumulation for full-time employees is based on the 7.5-hour entitlement. For clarity, an employee who takes vacation on an extended shift will draw 11.25 hours from their vacation bank. When an employee uses a paid holiday lieu day on an extended shift, they will draw 11.25 hours from their paid holiday bank. When an employee is sick on an extended shift, they will draw 11.25 hours from their sick leave bank.
- viii. Shift and weekend premiums will be paid as per the collective agreement, the intention being that the total amount of shift or weekend premium will not change because of the move to extended shifts or hybrid schedules
- ix. Overtime premiums shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended shift, or 75 hours bi-weekly
- x. For a hybrid schedule the overtime premium shall be paid for all hours in excess of a scheduled shift length on that day or 75 hours bi-weekly
- xi. A process for shift exchanges will be. developed by the parties at a Labour Management meeting

