

**COLLECTIVE AGREEMENT**

**Between:**

**CREEDAN VALLEY CARE COMMUNITY  
(hereinafter called “the Employer”)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3114  
(hereinafter called “the Union”)**

**TERM: January 1, 2022 to December 31, 2023**

**TABLE OF CONTENTS**

**ARTICLE 1 - PURPOSE ..... 4**

**ARTICLE 2 - RECOGNITION..... 4**

**ARTICLE 3 - MANAGEMENT RIGHTS ..... 5**

**ARTICLE 4 - NO DISCRIMINATION..... 6**

**ARTICLE 5 - NO STRIKES, NO LOCK-OUTS..... 6**

**ARTICLE 6 - UNION SECURITY AND ACTIVITY ..... 6**

**ARTICLE 7 - EMPLOYEE REPRESENTATIVES AND UNION COMMITTEES ..... 8**

**ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION ..... 10**

**ARTICLE 9 - ARBITRATION ..... 12**

**ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE..... 13**

**ARTICLE 11 - SENIORITY..... 14**

**ARTICLE 12 - LAYOFF AND RECALLS ..... 16**

**ARTICLE 13 - JOB POSTING ..... 18**

**ARTICLE 14 - TEMPORARY TRANSFERS..... 20**

**ARTICLE 15 - LEAVES OF ABSENCE ..... 20**

**ARTICLE 16 - SICK LEAVE ..... 25**

**ARTICLE 17 - HOURS OF WORK..... 27**

**ARTICLE 18 - OVERTIME..... 28**

**ARTICLE 19 - REPORTING FOR WORK ..... 30**

**ARTICLE 20 - SCHEDULING ..... 30**

**ARTICLE 21 - SHIFT PREMIUMS..... 31**

**ARTICLE 22 - HOLIDAYS..... 32**

**ARTICLE 23 - FLOAT DAYS ..... 33**

**ARTICLE 24 - VACATIONS..... 33**

**ARTICLE 25 - NEW CLASSIFICATIONS..... 36**

**ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES..... 36**

**ARTICLE 27 - EMPLOYER BENEFIT PLANS ..... 38**

**ARTICLE 28 - HEALTH AND SAFETY ..... 41**

**ARTICLE 30 - RETROACTIVITY ..... 41**

**ARTICLE 31 - IN SERVICE PROGRAMS ..... 42**

<b>ARTICLE 32 - ISOLATION LEAVE.....</b>	<b>42</b>
<b>SCHEDULE 'A' WAGES.....</b>	<b>44</b>
<b>LETTER OF UNDERSTANDING (1).....</b>	<b>46</b>
<b>LETTER OF UNDERSTANDING (2).....</b>	<b>47</b>
<b>RE: FULL-TIME STAFF SCHEDULES.....</b>	<b>47</b>
<b>LETTER OF UNDERSTANDING (3).....</b>	<b>49</b>
<b>RE: RETENTION BONUS.....</b>	<b>49</b>

## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer, and through the Union, the employees covered by this Agreement and to provide means for prompt settlement of grievances and to establish and maintain satisfactory working conditions and wages.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all employees of Creedan Valley Care Community, in Creemore, save and except department heads, persons above the rank of department head, director of nurses and office and clerical staff.
- 2.02 (a) A full-time employee shall be defined as any employee who regularly works more than twenty-two and one-half (22.5) hours per week.
- (b) A part-time employee shall be defined as any employee who regularly works twenty-two and one-half (22.5) hours or less per week.
- (c) A “Casual Employee” is an employee who is called into work as required to fill shifts and who does not work a regular schedule except for specified and limited periods of time, such as vacation or short-term illness coverage and will only work shifts in situations where they have indicated their availability and where other employees have not made themselves available to work.
- 2.03 The Employer undertakes not to enter into any other agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 2.04 **Work of the Bargaining Unit**
- (a) Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.
- (b) It is understood, however, that management personnel may perform work for the purpose of instructing members of the bargaining unit, for experimental purposes, in emergencies, or in situations when regular employees are not readily available.

- (c) It is also understood and agreed that unpaid volunteers may perform services which are normally performed by volunteers in order to enhance the care and well-being of residents of the Home.

2.05 **Restrictions on Contracting Out**

The Employer shall not contract-out any work usually performed by members of the bargaining unit, if as a result of such contracting-out, a layoff or reduction of hours of any employee results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit, who would otherwise be laid off, with similar terms and conditions of employment is not a breach of this Agreement.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the management of the Employer and the direction of the working force are fixed exclusively in the Employer and shall remain solely with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for cause, provided that a claim of discriminatory promotion or demotion, or claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
  - (c) establish and enforce reasonable rules and regulations to be observed by employees;
  - (d) generally, to manage and operate its operations in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operations.
- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.
- 3.03 The Employer will post copies of new and amended Rules or Regulations relating to employee conduct prior to implementation and a copy will be provided to the Recording Secretary of the Union Local.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 There shall be no discrimination on the part of the Employer or the Union by reason of race, creed, colour, sex, marital status, or religious affiliation with respect to employment. The Union and Employer agree to abide by the Human Rights Code.
- 4.02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion or intimidation exercised or practiced by any of their representatives with respect to employees because of the employee's membership or non-membership in the Union, and there will be no Union activity on Employer's premises during working hours, except with the written permission of the Employer or as specifically provided for in this Agreement.

#### **ARTICLE 5 - NO STRIKES, NO LOCK-OUTS**

- 5.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts. The term "strike" and "lock-out" shall bear the meaning given them in the Ontario Labour Relations Act.

#### **ARTICLE 6 - UNION SECURITY AND ACTIVITY**

- 6.01 During the term of this Agreement, all present members shall as a condition of employment, remain members in good standing of the Union, according to the Constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty calendar days of employment.
- 6.02 (a) The Employer will deduct from the pay of each employee covered by this Agreement a percentage amount equivalent to such monthly dues as may be adopted and designated by the Union. Such monies shall be forwarded monthly to the Canadian Union of Public Employees to the attention of the National Secretary-Treasurer at the Union's National Office in Ottawa.
- (b) The Employer shall provide the Union, together with the above-mentioned monies, not later than the 15<sup>th</sup> day of each month following the month in which the deductions were made, a list showing the names and hours worked of all employees from whose wages the deductions have been made.

- 6.03 The Union agrees to indemnify and save the Employer harmless from liability arising out of the operation of this Article.
- 6.04 (a) During the orientation period, an officer of the Union or a steward will be allowed a reasonable period of time within regular working hours to meet new employees privately, provided that the Employer reserves the right to limit the length of such interview in the event it becomes excessive and in any event such meet shall not exceed fifteen (15) minutes duration, subject to approval, having first been obtained from the department supervisor. Such approval shall not be unreasonably denied.
- (b) A copy of this Agreement will be distributed by the Union during orientation, as set out in 6.05 (a), to all newly hired employees.
- 6.05 The Employer agrees to show the total amount of Union dues deducted on the employees' T4 slip.
- 6.06 The Union shall notify the Employer in writing of the names of its Officers, Negotiating Committee Members, Grievance Committee Members and Stewards before the Employer shall be required to recognize them.
- 6.07 The Employer shall supply the Union with a copy of an up-to-date seniority list every six (6) months setting out the names of employees, their classifications and seniority ranking in accordance with the provisions of Article 11.
- 6.08 The Employer will provide the Recording Secretary of the Union with:
- (a) a copy of any job postings as well as the name of the successful applicant;
  - (b) the name and classification of any employee promoted, demoted and/or transferred;
  - (c) the name and classification of any employee who has resigned, retired and/or deceased;
  - (d) a copy of any written warning, notice of suspension or discharge.

6.09 The Employer agrees to forward a list when sending the seniority list in January and July showing the names, classifications, current addresses, email address (if available) and phone numbers on file with the Employer for employees in the bargaining unit.

6.10 The Employer agrees to provide a Bulletin Board to be located in the main administrative building for the use of the Union. The Parties agree that all such posting shall be conducive to a positive Union-Employer relationship.

6.11 **Correspondence**

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director to the Bargaining Unit President and the CUPE National Representative, with a copy to the Recording Secretary of the Union.

**ARTICLE 7 - EMPLOYEE REPRESENTATIVES AND UNION COMMITTEES**

7.01 The Employer agrees to recognize the following representatives of the Union:

- (a) a Negotiating Committee of not more than three (3) employees;
- (b) the Grievance Committee shall be composed at the Union's discretion. A Steward Committee will consist of not more than three (3) employees who may assist any employee in the presentation of a grievance.

7.02 (a) Employees acting in the capacity set out in 7.01 (b) above, may leave their work without loss of pay to attend to Union business on the following conditions:

- (i) such business must be between the Union and the Employer;
  - (ii) the time shall be devoted to the prompt handling of the Union business;
  - (iii) the employee concerned shall obtain the permission of their supervisor before leaving their work, provided that such permission shall not be unreasonably withheld;
  - (iv) the Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- (b) Pay to the Negotiating Committee members for time necessarily lost from work during negotiations with the Employer shall be limited to meetings with the Employer up to and including conciliation only.

### 7.03 **Labour Management Committee**

The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote good constructive and harmonious relations. Accordingly:

- (a) The parties agree that a joint consultation committee to be known as the Labour/ Management Committee composed of not more than three (3) representatives from the Union and three (3) representatives of the Employer shall be used as a forum for consultation on changes in conditions of employment not governed by this Agreement and on other matters of mutual interest. It is agreed that a third representative in the person of a member involved in a particular issue or the steward from an area which is a subject of discussion may be present at Labour/Management Committee meetings provided the Union gives advance notice of the necessity of such additional representation;
- (b) The Committee shall meet at the request of either party, but in no event more frequently than once every month. Necessity for a meeting will be indicated by a letter from either party to the other party delivered at least five (5) days in advance of the proposed meeting and containing an agenda on the subjects to be discussed;
- (c) While the Committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only and shall have no power to alter, amend, add to, or modify the terms of this Agreement or powers that are directly related to The Joint Health and Safety Committee.
- (d) Employees shall not lose pay for hours necessarily lost from scheduled work while attending meetings.

7.04 The Employer agrees to give representatives of the Union access, upon request, to the Employer's premises, with the understanding that permission will not be unreasonably withheld, for the purpose of discussing Union business, investigating grievances, attending meetings or otherwise assisting in the administration of this Agreement.

- 7.05 All reference to officers, representatives and committee members in the Agreement shall be deemed to mean officers, committee members and stewards of the duly chartered Local 3114 of the Canadian Union of Public Employees which is to say members of Local 3114 who are employees of the Employer and the assigned National Representative.

## **ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION**

- 8.01 It is understood that representatives of the Union have their regular work to perform on behalf of the Employer. If it is necessary for a steward to service a grievance during their working hours, they shall not leave their work except in accordance with the provisions of Article 7.02 above.
- 8.02 Any dispute involving the application, interpretation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be made the subject of a grievance and an earnest effort shall be made to settle such grievance as quickly as possible.
- 8.03 It is understood that an employee has no grievance until the matter is referred to the employee's immediate supervisor and an opportunity has been given to adjust the complaint. No complaint shall be considered where the complaint is not brought to the appropriate supervisor's attention within two (2) days from the date of the circumstances giving rise to the complaint or the date the employee ought reasonably to have become aware of the complaint.
- 8.04 Grievances properly arising under this Agreement shall be adjusted and settled as follows:
- STEP NO. 1 In the event the response at 8.03 is unsatisfactory, the aggrieved employee, together with a Steward, shall present a grievance in writing to their Supervisor within five (5) days following the response at 8.03. The Supervisor shall render a decision in writing within five (5) days following the day on which the grievance was submitted. If this decision is unsatisfactory the grievance may be presented as follows at any time within five (5) days after the reply of the Supervisor.
- STEP NO. 2 The Union may present the grievance to the Executive Director or designate in writing within the five (5) days mentioned above and such presentation shall contain a request for a meeting at a mutually agreed time. The Executive Director shall arrange a meeting with the Grievance Committee within ten (10) days following receipt of the request.

In the event that the grievance is not settled at the conclusion of such meeting, the responding party shall submit a written answer thereto within five (5) days after such meeting. If the response at this step is not satisfactory, the grievance may be referred by either party in writing to arbitration as set out in Article 9 below.

8.05 **Policy Grievance**

The Union and the Employer shall have the right to file a policy grievance based on a dispute arising out of the application, interpretation or alleged violation of this Agreement. However, a Union policy grievance shall not include any matter upon which an employee is personally entitled to grieve. A policy grievance may be launched by either party in writing at Step No. 2 of the Grievance Procedure at any time within ten (10) days of the circumstances giving rise to such grievance. If it is not satisfactorily settled at such step, it may be referred to arbitration in the same manner and to the same extent as the grievance of an employee.

8.06 **Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, the Union may present a group grievance in writing, signed by each employee who is grieving to the Executive Director or their designee within five (5) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.07 If a party fails to reply to the grievance within the time limit set out at any step of the Grievance Procedure, the grievance may be submitted to the next step of the Grievance Procedure.

8.08 At any step of the Grievance Procedure the time limits imposed upon either party may be extended by mutual agreement in writing.

8.09 Wherever “days” are referred to in this Article 8, that word shall be interpreted as excluding Saturdays, Sundays and designated holidays.

## 8.10 **Employer's Grievances**

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the union or any employee covered by this Agreement), in writing, at Step Number 2 of the grievance procedure, by forwarding a written statement of said grievance to the Bargaining Unit President, with a copy to the CUPE Representative, providing it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred. The Union shall give their decision in writing within five (5) days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step Number 2 of the grievance procedure.

## **ARTICLE 9 - ARBITRATION**

- 9.01 Should either party wish to refer a grievance to arbitration, then within ten (10) days of the last written disposition by the responding party, a written request for arbitration shall be made in writing to the other party within the time provided above and if no such written request for arbitration is received within the time limit then it shall be deemed to have been abandoned.
- 9.02 The party requesting arbitration shall indicate in its written request the name and address of its nominee to an Arbitration Board.
- 9.03 Within seven (7) days thereafter the other party shall answer in writing indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then select an impartial chairman so that the Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third party to act as Chairman chosen by the other two (2) members of the Board.
- 9.04 If either party fails to appoint a nominee within the time limit set out above, or if the two (2) nominees fail to agree upon a Chairman within twenty-one (21) days of their appointment, or within such a time as may be agreed upon, the Ministry of Labour of the Province of Ontario may be asked to nominate a person to act as nominee or as Chairman upon request of either party.
- 9.05 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, 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, or to

substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.06 Each party shall pay:

- (a) the fees and expenses of its nominee to the Board of Arbitration; and
- (b) one-half of the fees and expenses of the Chairman.

9.07 The parties acknowledge that either of them may make application for an Arbitration under Section 48 of the *Ontario Labour Relations Act*.

9.08 Whenever “days” are referred to in this Article that word shall be interpreted as excluding Saturdays, Sundays and designated holidays.

9.09 **Single Arbitrator**

Where both parties agree, a single arbitrator may be substituted for a Board of Arbitration. Their appointment and jurisdiction shall conform to the provisions of this Article.

9.10 **Grievance 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.

**ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

10.01 **Right to a Steward Present**

An employee shall have the right to a Steward present at any discussion with supervisory personnel where the employee believes they may be subject to disciplinary action. Where a supervisor intends to interview an employee where it reasonable to expect that they will be subject to discipline, the supervisor shall notify the employee in advance of the interview.

The Employer will notify the Union of the said date, time and location of meeting. The Union will arrange for a Steward to be present. Such arrangements must adhere to operational needs.

Where an employee refuses union representation, the employee shall be required to provide written documentation to the Employer indicating their choice.

10.02 A claim by an employee that they have been suspended or discharged without just cause shall be treated as a grievance and filed at Step No. 2 of the Grievance Procedure if filed within five (5) days of their notice of discharge. The grievance may be settled by confirming the Employer's action or by reinstating the employee, or by any other arrangement which appears just and equitable in the opinion of the concurring parties of the Arbitration Board.

10.03 In the case of the discharge of a probationary employee the Employer must verify that the employee has been given a fair opportunity to demonstrate whether or not they possess the appropriate qualifications and suitability for permanent employment and that the Employer has made a fair assessment of the employee's qualifications and suitability for permanent employment.

10.04 **Personnel File**

An employee may, upon giving prior notice, review the contents of their personnel file at a mutually agreed upon time, once each calendar year (and in the event of discharge, following discharge), in the presence of their Supervisor. An employee shall not alter, destroy or remove any document or page contained therein, but shall be allowed a copy of any document. Upon request by the employee any letters of reprimand shall be removed and destroyed from all files after a period of eighteen (18) months, provided there has been no reoccurrence of a similar nature. Each employee shall be given a copy of their evaluation upon request.

**ARTICLE 11 - SENIORITY**

11.01 **Seniority Defined**

Seniority is defined as the length of continuous service in the bargaining unit and shall include continuous service with the Employer prior to the certification or recognition of the Union. Seniority shall be pro-rated for part-time employees – 1800 hours equals one year. A part time employee cannot accrue more than one year of seniority in a twelve (12) month period.

11.02 (a) An employee will be considered on probation until they have completed four hundred and fifty (450) hours of active service in the Home and will have no seniority rights during that period. When she has completed four hundred and fifty hours (450) hours of active service she will be credited with four hundred and fifty (450) hours seniority.

11.03 A seniority list shall be revised January and July of each year. The list shall set out the names of employees, classifications and seniority ranking in accordance with the provisions of this Article. A copy of the up-to-date list will be posted, and a copy supplied to the Union. The Employer shall not be responsible for errors for action taken on the basis of the seniority list unless the error has been brought to the attention of the responsible officers of the Employer and such errors have not been corrected.

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

- (a) voluntarily quits their employment with the Employer,
- (b) is discharged and is not reinstated through the Grievance Procedure or arbitration,
- (c)
  - (i) due to accident or illness is off work for a continuous period of twenty-four (24) months;
  - (ii) laid off for a continuous period of twenty-four (24) months or the length of the employee's seniority, whichever is shorter.
- (d) fails to report their intention to return to work within twenty-four (24) hours of receiving notice of recall after layoff, or in any event fails to report for work within seven (7) calendar days after being notified by the Employer of such recall by registered mail at their last known address.
- (e) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given;
- (f) accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing;
- (g) is absent from work for three (3) consecutive shifts or more without notice to the Employer or, having given notice, without a reasonable bona fide excuse for such absence;

## **ARTICLE 12 - LAYOFF AND RECALLS**

### 12.01 **Definition**

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work. A reduction in the regular hours of work will be based on the previous twelve (12) month average.

### 12.02 **Notice of Layoff**

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

- (a) provide the Union with no less than three (3) months written notice of the proposed layoff or elimination of a position. This notice is not in addition to required notice as set out in (b) of this article;
- (b) provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof;
- (c) Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on lay-off and recalled to a temporary position shall not be entitled to further notice of lay-off.

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

### 12.03 **Layoff and Recall**

In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority, within their classification, providing that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff; or
- (b) opt to retire, if eligible under the terms of the pension plan, or

- (c) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job and is qualified as required by law without training, other than orientation. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 12.02.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

For the purposes of this clause, an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid-off employee is within 1% of the laid-off employee's straight-time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the laid-off employee is within 10% of the laid-off employee's straight time hourly rate. Provided the employee has the ability to meet the normal requirements of the job and is qualified as required by law and requires orientation only. Such employee so displaced shall be laid off in accordance with Article 12.02.

An employee who is subject to layoff other than layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (c) above.

It is understood that, at time of layoff, up to date seniority lists (both full-time and part-time) will be provided. However, the seniority will be deemed to be merged for purposes of displacing another employee in accordance with 12.03 (c).

#### 12.04

#### **Recall**

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications as required by law of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

- (b) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (c) 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.
- (d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.
- (e) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed fifteen (15) working days, but less than seven (7) weeks as provided in Article 13.01 (b) of the Collective Agreement. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. In such cases the job posting provision of the Collective Agreement is not considered violated.

12.05 No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employee.

12.06 In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the three-month notice period provided for in Article 12.02.

12.07 Laid off employees shall retain seniority, service and recall rights for twenty- four months from the last date of layoff.

### **ARTICLE 13 - JOB POSTING**

- 13.01 (a) When a vacancy occurs in the bargaining unit the Employer shall notify the Union in writing and post notice of the vacancy or position on the bulletin boards for a minimum of seven (7) days. Application for the vacancy shall be in writing and submitted to the Department Head.

- (b) Temporary vacancies due to Maternity Leave, Long Term illness, leaves of absence or vacation coverage, where advised in writing, to exceed seven weeks shall be posted to enable employees to make application.
- 13.02 The filling of permanent vacancies shall be based on senior applicants with the necessary qualifications being placed on a trial period.
- 13.03 The term “qualifications” as used in this Article shall mean such factors relating to job performance as skill, competence, ability, training, experience, education and general work record with the Employer.
- 13.04 Any vacancy can be filled at the discretion of the Employer on a temporary basis, or on a permanent basis if no internal suitable application is received.
- 13.05 The successful internal applicant shall be placed on trial in the new classification for a period of three (3) calendar months. Such a 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 the 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.
- 13.06 In the event that an employee covered by this Agreement should be promoted or transferred to a supervisory or confidential position beyond the scope of this Agreement and is later returned to a position within the scope of this Agreement, they shall retain the seniority previously acquired in the bargaining unit and shall have added thereto the seniority accumulated while serving in such supervisory or confidential position for a period of time not exceeding six (6) months. Such return mentioned above shall not cause any demotion or layoff of any bargaining unit employee, unless it occurs within six (6) months of the promotion.
- 13.07 Wherever possible, the Employer will notify applicants of the results of the posting within thirty (30) days of closing of the bids and, in any event, notice of the successful applicant will be posted on the bulletin board within fifteen (15) days after the selection has been made.

- 13.08 An employee on an authorized leave of absence may submit a job application ahead of time for consideration of a vacancy.

#### **ARTICLE 14 - TEMPORARY TRANSFERS**

- 14.01 Where, to accommodate demands of the Employer an employee is assigned temporarily to a classification with a higher salary maximum than their regular classification for a period in excess of half a shift, they shall be paid at the rate of the higher classification, which is immediately next higher than their regular rate of pay, from the day they commenced to perform the duties of the higher classification, for all time spent in such classification.
- 14.02 Where an employee, to accommodate the Employer, is assigned temporarily to a classification with a lower salary maximum than their regular classification where there is sufficient work reasonably available for them in the classification from which they were assigned, they shall continue to be paid at their regular rate of pay.
- 14.03 When the Employer, to accommodate an employee, temporarily assigns them to a classification with a lower salary maximum than their regular classification, where there is insufficient work reasonably available for them in the classification from which they were assigned, they shall be paid the lower applicable classification rate to which they were assigned from the day they commenced to perform the duties of the lower classification provided the temporary assignment is in excess of a full working day.

#### **ARTICLE 15 - LEAVES OF ABSENCE**

15.01 (a) **Leave for Public Office**

The Employer recognizes the right of an employee to participate in public affairs. Towards this end, the Employer will afford leaves of absence in the exercise of its sound discretion for those employees who are candidates for public office. However, once an employee is elected to such office, they will be afforded a leave of absence in the discretion of the Employer. While the employee is a candidate for public office, they will retain and accumulate seniority. During the period of elected office, the employee will retain their seniority.

(b) **Leave for Union Office**

An employee who is elected or selected for a full-time position with the Union, or Anybody, with which the Union is affiliated, shall be granted a leave of absence without loss of seniority for the first term of such elected office. Such leave may be renewed on request during their subsequent term(s) of office at the discretion of the Employer. Seniority shall be retained and accumulated during such leave(s).

15.02 **Union Leave**

The Employer may grant a leave of absence to employees for Union business. The Union agrees that such leave will not unduly affect the proper operations of the care community. In requesting such leave of absence, the Union must give thirty (30) days written notice to the Employer, unless impossible, prior to the scheduled leave. Each employee shall be responsible to make a documented and concerted attempt to find a replacement to cover any shifts that may be missed due to an employee taking Union leave and providing this information in writing to the Executive Director or designate. Such leave shall not exceed a total accumulation for all employees in the bargaining unit of twenty (20) working days in any calendar year. Not more than two (2) employees shall be permitted to be absent at any one time from the care community. If the two (2) people requesting the leave are within the same classification, then such leave shall be at the sole discretion of the care community. If requested by the Union, employees on such leave of absence will be paid by the Employer for any loss from regular scheduled hours and will be reimbursed by the Union for the amount paid to the employees. The Union shall fully reimburse the Employer for wages, statutory benefits (i.e., EHT, EI, CPP and WSIB), Pension, Health and Welfare and Weekly Indemnity premiums within thirty (30) days of receipt of invoice.

15.03 **Bereavement Leave**

- (a) Upon the death of an employee's spouse, common law spouse, child, stepchild, grandchild, parent or stepparent of an employee shall be granted leave up to a maximum of five (5) days without loss of pay ending on the day of the funeral.
- (b) Upon the death of an employee's brother, sister, grandparent, mother-in-law, father-in-law, daughter-in-law or son-in-law, an employee shall be granted leave up to a maximum of three (3) days without loss of pay ending on the day of the funeral.
- (c) Upon the death of an employee's, sister-in-law, brother-in-law, spouse's grandparent, aunt or uncle, an employee shall be granted one (1) day's leave for formal grieving ending on the day of the funeral.

- (d) When the funeral is delayed for whatever reason, the parties agree that the last day of the bereavement leave may be used to attend the funeral or interment.
- (e) There may be situations when part of an employee's entitlement may be requested at a later date in order to attend to matters related to the "bereavement."

15.04 **Jury and Witness Duty**

Where an employee is required to be absent by reason of receipt of a summons to attend a juror or by reason of receipt of a subpoena as a Crown Witness, they shall be paid the difference between the amount paid for such service and their normal pay, computed at their normal hourly rate for hours lost from work up to forty (40) hours in week, subject to the following provisions:

- (a) employees must notify the Employer within one (1) working day after receipt of notice of selection of jury duty or subpoena as witness;
- (b) an employee called for jury duty or subpoenaed as a witness and who is temporarily excused from attendance at court, must report for work if a reasonable period of time remains to be worked in his shift;
- (c) employees who are on other than the day shift shall be considered as assigned to the day shift for those days they are required to serve as jurors or to act as witnesses;
- (d) in order to be eligible for such payments the employee must furnish a proper statement from the proper public official showing the date and time served and the amount of pay received excluding travel allowance.

15.05 **Personal Leave**

The Employer may, in its discretion, provided such discretion is not exercised in an improperly discriminatory manner, grant leave of absence without pay and for legitimate personal reasons to any employee. It is understood that in granting such leave, the overriding consideration is that the leave does not unreasonably interfere with the efficient operation of the Home. Request for and permission granted in respect of such leave must in all cases be in writing.

15.06 **Pregnancy and Parental Leave:**

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

(a) **Pregnancy Leave**

- (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 two (2) weeks' notice in writing of the day upon which they intend to commence their leave of absence unless impossible and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee shall give at least two (2) weeks' notice of their 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 their intention to do so and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.
- (iii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iv) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided, under Article 17.06 (b) of the Agreement. The employee shall give the Employer at least two (2) weeks' notice in writing that she intends to take parental leave.
- (v) It is understood that during a maternity leave credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of this Collective Agreement or elsewhere shall be in accordance with the *Employment Standards Act*. During either pregnancy or parental leave, the Employer must continue the employee's contributions for such plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution, if any.

However, credit for seniority shall not be suspended. It shall accumulate during such leave.

- (vi) The employee shall reconfirm their intention to return to work on the date originally provided to the Employer in (i), above, by written notification received by the Employer at least two (2) weeks in advance thereof.

The returning employee shall be reinstated to their former position, if available, or given a comparable position at not less than their wages when they began their leave of absence, subject to other provisions of the Collective Agreement.

- (vii) Employees will be required to apply for Employment Insurance benefits which begin after a one-week waiting period. The Employer will pay seventy-five percent of salary during the two-week waiting period, and for the remainder of the pregnancy leave will make up the difference between Employment Insurance benefits and seventy-five percent of salary. Employees must provide to the Employer a copy of the Employment Insurance cheque stub within two (2) weeks of commencement of the employee's EI benefit or as soon as possible and continue on a regular and on-going basis thereafter.

b) **Parental Leave**

- (i) Any employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child comes into custody, care or control of the parent for the first time, 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 their 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) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

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

15.07 **Illness in the Family**

Where no one at home other than the employee can provide for the needs during illness of a spouse or child of their family, an employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) accumulated sick leave days per year to care for a member of the family who is ill.

15.08 **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 Executive Director 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 Employer. 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 16 - SICK LEAVE**

16.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income due to personal illness and will be granted to all full-time employees on the following basis:

- (a) Implementation of a weekly indemnity plan to provide coverage on the first day of hospitalization or accident, on the eighth (8<sup>th</sup>) calendar day of illness. Coverage to continue for seventeen (17) weeks at 66 2/3% of salary.
- (b) Full-time employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid to a maximum of 90 hours (12 credits). Providing credits are available employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.
- (c) Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.

- (d) Weekly indemnity plan to be effective upon an employee transfer to a full-time position or upon completion of probation for the case of a new full-time employee.

16.02 **Deductions from Sick Leave**

Deductions shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

16.03 **Proof of Illness**

- (a) An employee may be required to produce a certificate from a medical practitioner in any case of attendance at a physician where there is a claim for sick leave, or for any illness in excess of three consecutive days, or for the fourth and succeeding illness in the sick leave year certifying that they were unable to carry out their duties because of such illness. If there is a cost to the employee for medical certificate it will be paid for by the Employer, normally within five (5) business days.
- (b) The certificate form may be provided by the Employer. If this is done, the form shall set out the employee's job description, and it shall ask the attending physician to affirm that whatever was the cause or illness of the employee, that the person is fit to resume their duties. Should the attending physician be unwilling to so attest, the Employer may send the employee to a physician of the Employer's choice.

16.04 **Workplace Safety & Insurance Supplement**

An employee covered by Workplace Safety & Insurance, who due to accident is receiving benefits hereunder, shall be entitled to receive from their accumulated sick leave credits the equivalent of their regular straight time rate of pay less the amount of such benefits so received. It shall be understood that in no event shall the amount provided for hereunder exceed the sick leave credits accumulated by the employee concerned.

16.05 An employee who will be absent must make every effort to notify the Employer at least two (2) hours prior to the commencement of the employees' shift, but in any event, shall notify the Employer at least one (1) hour prior to the commencement of the employee's shift.

Failure to give such notice may result in loss of sick leave benefits for that day of absence.

16.06 Sick leave credits accumulated at the time of transfer from full-time to part-time shall remain to the credit of the employee and shall be used in accordance with this Article.

- 16.07 An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to sick leave benefits not being payable for any absence due to pregnancy nor any self-inflicted injury or illness.
- 16.08 An employee who is injured while at work and as a result of such injury is certified by a doctor as unfit to complete the working day or shift shall receive pay at their regular straight time rate for the time lost from scheduled work on the day that such injury was sustained.

**ARTICLE 17 - HOURS OF WORK**

- 17.01 This Article defines the normal hours of work for a full-time employee, and it is not a guarantee of work per day or per week or guarantee of days of work per week.
- 17.02 The working day for full-time employees covered by this Agreement shall consist of seven and one-half hours excluding the meal period, which shall be continuous and uninterrupted for a period of not less than one-half hour. It is recognized that situations do arise in the home setting and on such occasions, employees may be requested to interrupt their meal period. However, the time lost by such interruption will be granted by allowing alternate free time in the shift or compensation at the employee's option.
- 17.03 This Article shall not preclude any special arrangements which are agreed between the Union and the Employer.
- 17.04 The meal period shall be at least a half hour to be scheduled by the Employer during the employee's shift whether day, evening or night.
- 17.05 All employees shall be permitted a fifteen (15) minute rest period in the first half and the second half of a shift. Employees who work three (3) hours or more but not a full shift shall be entitled to one (1) fifteen (15) minute rest period.
- 17.06 The present normal hours of full-time shifts are:
- |               |                                |
|---------------|--------------------------------|
| Day shift     | 7.5 hours, 10 shifts bi-weekly |
| Evening shift | 7.5 hours, 10 shifts bi-weekly |
| Night shift   | 7.5 hours, 10 shifts bi-weekly |
- 17.07 Employees shall not leave the premises during approved meal periods without notifying their supervisor.

17.08 For all staff except RNs, the Employer will schedule each employee four (4) consecutive days off at either Christmas or New Year's. The choice of Christmas or New Year's shall be based on seniority.

In the event that employees can be granted both Christmas and New Year's Day off the most senior employee, on a rotating basis, who has requested these days off shall be given the opportunity to take both off.

For those employees who have been granted time off at Christmas, the Employer will endeavour to provide Christmas Eve, Christmas Day and Boxing Day off. For those employees who have been granted time off at New Year's, the Employer will endeavour to provide New Year's Eve and New Year's Day off.

In the event of a conflict, bargaining unit seniority shall be the decisive factor. Written requests for this time off must be submitted on the posted Christmas/New Year's request form by November 1<sup>st</sup>. Christmas and New Years' time off shall be posted by November 25<sup>th</sup>.

Regular scheduling may be waived from the 15<sup>th</sup> of December to the 15<sup>th</sup> of January in order to accommodate the employees during this period. For clarity, the Employer is not required to schedule additional days off pursuant to 22.03(b) for employees who were scheduled for four days off during this period.

At the request of the employee, the four (4) consecutive days off may be scheduled during the period of December 15<sup>th</sup> to January 15<sup>th</sup> to facilitate their cultural differences replacing the days off noted above.

The parties agree to meet each year, on or before November 15, to discuss ways to further improve the Christmas schedule.

## **ARTICLE 18 - OVERTIME**

### **18.01 Overtime Defined**

Overtime shall be paid for all hours worked over seven and one-half hours in a shift and seventy-five hours bi-weekly at the rate of time and one-half the employee's regular rate of pay provided that all such overtime is authorized by the supervisor or the Executive Director.

18.02 An employee working less than seven and one-half hours per day who is required to work longer than their 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 hours and at the rate of time and one-half for all hours worked in excess of seven and one-half

hours in a working day. For the purpose of this article “working day” shall mean the hours from 2300 hours to 2300 hours.

18.03 Overtime premium will not be duplicated nor pyramided nor shall overtime premiums be paid more than once for any hour. Such provision includes circumstances that arise under Article 22.

18.04 **Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose time off at the overtime rate at a time mutually agreed between the employee and the Employer, provided the employee states their intention for lieu time at the time of working overtime or prior to the end of the pay period. Such lieu time must be taken within ninety (90) days of being earned.

18.05 **Weekends**

An employee who is scheduled to work more than three consecutive weekends will be compensated for all consecutive weekends worked beyond the third weekend at time and one-half of their regular straight time pay, subject to the following exceptions set out below.

- A. During the months of July and August and from December 15<sup>th</sup> to January 15<sup>th</sup>, each year;
- B. An employee shift exchange, with another appropriately qualified employee, who shall submit such request in writing to the Director of Nursing (or designate) at least five (5) days prior to the proposed exchange for their written approval;
- C. Work as a result of an emergency which shall include a natural disaster, force of nature, any act of God, etc.;
- D. An employee request to be scheduled on weekends or to work a weekend shift.

If any of the circumstances set out above in (A) to (D) apply, then no employee shall be entitled to receive pay based on time and one-half the rates for such hours worked.

For the purposes of this article “weekend” is defined as the hours between Friday 2300 hours through to Monday 0700 hours.

Note: The Employer will endeavour to schedule employees no more than two (2) consecutive weekends, subject to operational requirements.

## **ARTICLE 19 - REPORTING FOR WORK**

19.01 Employees who report for work for any scheduled shift will receive at least four (4) hours of work unless no work is available due to conditions beyond the control of the Employer. The four (4) hours work outlined herein shall not apply whenever an employee has received prior notice not to report to work.

## **ARTICLE 20 - SCHEDULING**

20.01 (a) The Employer will endeavour to schedule shifts so that full-time employees receive no less than one (1) weekend off in two (2). Further, the Employer will endeavour to schedule shifts so that part-time employees will receive no less than one (1) weekend off in three (3). It is understood that this may not always be possible due to unforeseen events and in particular will not be possible in the Christmas season when scheduling is disrupted to allow each employee either Christmas or New Year's Day off. The exercise of judgment in scheduling shall not be arbitrary.

(b) The Employer shall endeavour to arrange shifts so that weekends off are distributed fairly.

20.02 The Employer will arrange schedules so that employees will be scheduled no more than six (6) consecutive shifts and no more than one shift in a twenty-four (24) hour period.

### **Part-Time Availability**

(i) Part-time employees will provide their availability and commit to work additional shifts in addition to their scheduled shifts upon request by the Employer. Part-time employees may be required to work additional shifts beyond their stated availability, including but not limited to replacing an employee who has an unplanned absence.

20.03 A request by an employee for an exchange of scheduled shifts must be submitted in writing and be co-signed by the employee willing to make the exchange at least five (5) calendar days prior to the first date affected. The Employer shall take into consideration urgent circumstances beyond the control of the employee whereby a five (5) calendar day notice period is not possible. Such exchange:

(a) shall be subject to approval of the Employer;

- (b) shall not in any event result in an additional cost to the Employer;
- (c) shall be allowed only between employees of the same classification;
- (d) shall not result in either employee working a double shift or more than eight (8) hours in a twenty-four (24) hour period;
- (e) shall not result in the violation of any statute.

20.04 Schedules will be posted a minimum of four (4) weeks in advance of the posted two (2) week period. Once posted, no changes by either party may be made, without the agreement of both parties, except in circumstances which are emergent or required due to operational needs.

20.05 Full-time employees shall work permanent and fixed shifts and seniority shall determine shift preference, subject only to the ability to perform the job required. The Employer reserves the right to reschedule an employee to an alternate shift to a maximum of four (4) weeks per year. Article 18.05 (d), paragraph 3, shall not apply when administering this article. Scheduling changes in this article will be discussed with the local union and the employees involved prior to implementing such change.

**ARTICLE 21 - SHIFT PREMIUMS**

21.01 (a) Employees shall receive a shift premium of fifty (\$0.50) cents per hour worked when working the evening shift and fifty (\$0.50) cents per hour worked when working the night shift.

- December 31, 2021 increase night/evening shift premium by (\$0.05) cents to a new rate of fifty-five (\$0.55) cents per hour.

(b) Shift premiums shall not be considered as part of an employee’s basic hourly rate and shall therefore not be pyramided with overtime hours.

(c) Where employees exchange shifts involving a shift for which shift premium is payable, the employee, and only the employee, who works the premium shift shall be entitled to the shift premium.

21.02 **Weekend Premium**

Effective two pay periods following ratification:

Employees shall receive a weekend premium of forty (\$0.40) cents per hour worked, payable for a 48-hour period beginning with the shift that starts on or about 11:00 p.m. on Friday.

- December 31, 2021 increase weekend shift premium by (\$0.05) cents to a new rate of forty-five (\$0.45) cents per hour.

21.03      **Responsibility Allowance**

Where there is neither an RN nor a Supervisory employee who is a Registered Nurse in the building and there is an RPN in the building an allowance of \$6.50 per shift will apply to an RPN who is designated to be in charge of the building.

**ARTICLE 22 - HOLIDAYS**

22.01      The following will be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday

22.02      An employee shall not be paid for any recognized holiday if they:

- (a) does not work on such holiday if scheduled to do so unless a reason satisfactory to the Employer is provided;
- (b) is absent without authority from their normal scheduled shift immediately preceding or their normal scheduled shift immediately following the holiday;
- (c) has not worked on twelve (12) days of the four weeks (28 days) preceding the holiday; or
- (d) has not completed their probationary period. Upon the completion of a probationary period, the employee shall be paid for any and all holidays for which they have not been paid which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.

22.03      When any of the above-noted holidays fall on an employee's scheduled day off, the Employer may either:

- (a) pay the employee their holiday pay for the paid holiday; or

- (b) if mutually agreed by the Employer and employee, designate another day off with holiday pay and the day so designated shall be deemed to be the paid holiday. The requested designated day off as a holiday will not be unreasonably denied.

22.04 Notwithstanding clause 22.03 (a) for part-time employees, holiday pay shall mean the regular hourly rate of pay for the hours the employee would otherwise have worked.

22.05 For the purpose of this Article only, the holiday day for the above-mentioned holidays shall be from 11:00 p.m. on the eve before until 11:00 p.m. on the date of the holiday.

22.06 **In Lieu of Holiday Pay**

For the purpose of this Article an employee who is required to work on any of the named holidays set out in clause 22.01 will receive either:

- (a) Pay at the rate of one and one-half times of the employee's regular rate for work performed on such holiday in addition to the employee's holiday pay;
- (b) Pay at the rate of one and one-half times of the employee's regular rate for work performed on such holiday and an alternate day off with holiday pay for such day at the employee's regular rate, such alternate date to be scheduled by agreement between the parties within ninety (90) days following the holiday. The employee is required to exercise this option no later than the day of the holiday, failing which the employee will be paid as set out in (a) above.

**ARTICLE 23 - FLOAT DAYS**

23.00 The two (2) Floating Days are to be taken at a time mutually agreed upon between the Employer and the employee. However, the Floating Days are available to an employee who has completed their probation and shall not be cumulative from year to year. Floating Days must be taken prior to December 20<sup>th</sup>, or they shall be forfeited. In exceptional circumstances the Employer may waive this date, if requested in writing, prior to December 20<sup>th</sup>.

**ARTICLE 24 - VACATIONS**

24.01 **Length of Vacation**

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment (See Article 11.01 Seniority) as follows:

One year or more of employment	- two weeks
After three years of employment	- three weeks
After eight years of employment	- four weeks
After fifteen years of employment	- five weeks
After 25 years of employment	- six weeks

Effective with the vacation year commencing June 1, 2016 and continuing each year thereafter employees with 28 years of service shall receive an additional day of vacation per year until seven full weeks of vacation are achieved.

Effective with the vacation year commencing June 1, 2019, employees will not be entitled to the above paragraph and employees with more than 28 years of service or more shall be entitled to seven (7) weeks of vacation entitlement.

24.02 If a paid holiday falls or is observed by the Employer during an employee's vacation period, the Employer may either:

- (a) pay the employee their holiday pay for the paid holiday; or
- (b) if mutually agreed by the employee and the Employer, designate another day off with holiday pay and the day so designated shall be deemed to be the paid holiday for the employee.

24.03 (a) Blank Vacation schedules shall be posted by the Employer on or before March 30<sup>th</sup> of each year. Employees shall indicate their preferred time for vacation leave on the blank vacation schedule by no later than April 15<sup>th</sup> of each year and the Employer shall confirm vacation approvals by May 15<sup>th</sup>. Choice of vacation periods shall be based on seniority.

Vacation requests made after April 15<sup>th</sup>, shall be on a first come first served basis, not on the basis of seniority, having due regard to the proper operation of the Employer vacation requests will not be unreasonably denied.

- (b) (i) Upon written request vacation pay for full-time employees will be paid on the regular pay day in advance of the employee's vacation period or payout of vacation pay will occur once per year at the first vacation request of the vacation year.
- (ii) Vacation pay for part-time employees will be paid by the first pay period in the month of July of each year.
- (c) For the purpose of calculating vacation eligibility, the vacation year shall be the period from July 1<sup>st</sup> of any year to June 30<sup>th</sup> of the following year.

(d) Vacations are not cumulative from year to year and all vacation must be taken within the twelve (12) month period as per 24.03 (c).

(e) **Vacation Pay**

Vacation pay for each week of vacation shall be at the rate of two (2%) percent gross earnings for the vacation year. The vacation pay shall include regular shift bonuses where applicable.

24.04 (a) **Vacation Scheduling**

No employee may be granted more than three (3) weeks' vacation between the period of June 15<sup>th</sup> and Labour Day, unless by mutual consent. The purpose is to coincide with the posted schedule.

(b) If requested in writing, one week of vacation for employees may be taken in individual days.

24.05 It is recognized that no vacation request will be granted between December 20<sup>th</sup> and January 6<sup>th</sup> in order to accommodate Christmas season schedules.

24.06 Vacation requests within departments will be subject to the following limitations:

	<b><u>Minimum Number on Vacation During a Time Period or Overlapping Period</u></b>
<b><u>Nursing</u></b>	
RN	one nurse
R.P.N	one nurse
PSW/HCA	five nurses' aides (2 days/2afternoons/1 night)
Bathing and Feeding Aides	one aide
<b><u>Dietary</u></b>	
Cooks	one only
Kitchen Aides	one only
<b><u>Housekeeping/Laundry</u></b>	one only
<b><u>Activation</u></b>	one only
<b><u>Maintenance</u></b>	one only

## **ARTICLE 25 - NEW CLASSIFICATIONS**

- 25.01 (a) When a new classification which is covered by the terms of the Agreement is established by the Employer, the Employer shall determine the rate of pay for such new classification. The Union shall be notified of the rate of pay for such classification, and it shall be given a job description for the classification.
- (b) If the Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate.
- (c) Such requests shall be made within ten (10) days after receipt of notice from the Employer of such new classification and rate.
- (d) The parties shall meet within ten (10) days of the receipt of the request and attempt to negotiate a mutually satisfactory rate.
- (e) If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration at Step No. 3 as provided in this Agreement if submitted by the Union within fifteen (15) days.
- 25.02 The decision of the arbitration board as set out in 25.01 (e) shall be based on the relationship established by comparison with other classifications at the Employer having regard to the requirements of such classifications, based on job descriptions which shall be attached to this Agreement, but not form part of the Agreement.
- 25.03 If the request to meet or the dispute is not submitted to arbitration as provided for above the rate of pay determined by the Employer shall be deemed to be mutually satisfactory.

## **ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**

### **26.01 Wages**

The Employer shall pay salaries and wages bi-weekly on every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement, which shall not affect the calculation of overtime. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

In the event of an error on an employee's pay the correction will be made on the pay period following the date on which the overpayment comes to the employer's attention provided proper notice to the affected employee is made in advance. If the error results in more than twenty-five percent (25%) of an employee's net pay being corrected due to overpayment, such amount will be deducted over three pay

periods. If the error results in an employee being underpaid by one day's pay or more, the employer will provide for the shortfall within three (3) business days from the date it is notified of the error.

26.02

**Payment in Lieu of Benefits**

Employees who have completed their probationary period shall receive sick leave (Article 16), uniforms (Article 26.03), welfare benefits (Article 27), holiday pay (Article 22) as follows:

- (a) Effective May 27, 2010, employees working less than twenty-nine (29) hours bi-weekly shall be entitled to five percent (5%) in lieu of the benefits.
- (b) Employees working more than twenty-nine (29) hours bi-weekly and up to and including thirty-seven and one-half (37 1/2) hours bi-weekly shall receive fifty percent (50%) of such benefits.
- (c) Employees working more than thirty-seven and one-half hours (37 1/2) bi-weekly and up to and including forty-five (45) hours bi-weekly shall receive sixty percent (60%) of such benefits;
- (d) Employees working more than forty-five (45) hours bi-weekly and up to and including fifty-six and one-quarter (56 1/4) hours bi-weekly shall receive seventy-five percent (75%) of such benefits;
- (e) Employees working more than fifty-six and one-quarter (56 1/4) hours bi-weekly shall receive one hundred percent (100%) of such benefits.

For the purpose of this Article, the hours performed by the employees shall be determined on the basis of the average hours worked by the employee bi-weekly over the course of a period of eight (8) pay periods and will include all vacation time taken.

26.03

**Uniform Allowance**

The Employer shall pay a uniform allowance of \$12.00 per month to each employee who is required to wear a uniform. Such allowance shall be paid bi-annually by March 31 and September 30 in each calendar year.

## **ARTICLE 27 - EMPLOYER BENEFIT PLANS**

27.01 (a) The Employer shall pay the following single/family premium costs of the following plans for full-time employees:

- (i) Ontario Health Insurance Plan (OHIP) 100%
- (ii) Effective date of ratification, Extended Health Service Plan (10/20 deductible) including vision care up to \$300.00 each 24 months for eyeglasses or eye exams. Employer to provide a drug card with a \$7.50 dispensing fee cap.
- (iii) Manulife equivalent of Dental Plan No. 9 at current ODA rates 60%
- (iv) Effective June 30, 2010, Group Life Insurance at \$30,000.00 100%

27.02 Where a full-time employee is absent due to illness or injury, an absence covered by the Workplace Safety and Insurance Act, and during an authorized leave of absence, the following shall apply:

- (a) The Employer shall continue to pay its share of any and all health and welfare benefits premiums for at least six (6) weeks or for any pre-payment of benefit premiums, subject to eligibility qualifications of the carrier(s). These eligibility qualifications shall be provided to the Union.
- (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, subject to eligibility requirements.

### 27.03 **Pension Plan**

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.

27.04 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.

27.05 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.

27.06 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.

27.07 The Employer agrees to provide to the Executive Director 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 Executive Director 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 25.05 of the Agreement are:

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

- Date of hire
- Date of birth
- Date of first contribution
- Seniority list to include hours from date of hire to employer's fund entry date (for the purpose of calculating past service credit)

(ii) To be provided with each remittance:

- Name
- Social insurance number
- Monthly remittance
- Pensionable earnings
- YTD pension contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

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

- Full address as provided to the Employer
- 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.

27.08

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

## **ARTICLE 28 - HEALTH AND SAFETY**

### **28.01 Cooperation and Safety**

The Union and the Employer shall cooperate in promoting and improving rules and practices which will provide protection from factors adverse to employee health and safety.

### **28.02 Union-Employer Health and Safety Committee**

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of three (3) Union and three (3) Employer members. The Union representatives shall be appointed by the Union and the Union shall advise the Employer in writing of the names of such representatives. The Health and Safety Committee shall hold meetings at least once every three (3) months or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and recommending improvements in health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

The Committee shall have the powers bestowed on it by the *Ontario Occupational Health and Safety Act*.

28.03 Time spent by members of the Committee in the course of their duties shall be paid in accordance with the terms of the *Ontario Health and Safety Act*.

## **ARTICLE 29 - GENDER**

29.01 Whenever the feminine pronoun is used in this Agreement it includes the masculine pronoun where the content so requires. Where the singular is used it may also be deemed to mean the plural.

## **ARTICLE 30 - RETROACTIVITY**

30.01 Retroactive payment to be made within thirty (30) days of “date of ratification” to employees employed at “date of ratification” and applied to wages only on the basis of all hours paid. If an employee has left their employment prior to “date of ratification”, the Employer shall advise the employee by notice in writing to the last known address of the employee on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim any payment due

to them and failing claim for payment, the Employer shall not be further obliged for payment to such employee. All retroactive monies will be paid by separate cheque. An itemized statement of hours and rate of pay covering the period will be provided within forty-five (45) days of ratification.

### **ARTICLE 31 - IN SERVICE PROGRAMS**

31.01 Employees required to attend in-service programs outside of their scheduled hours of work will be paid at their regular hourly rate and such hours will not be counted towards overtime.

### **ARTICLE 32 - ISOLATION LEAVE**

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 33 - TERM OF AGREEMENT**

32.01 This Agreement shall be effective from the 1<sup>st</sup> day of **January 2022, until the 31<sup>st</sup> day of December 2023**, and shall continue from year to year thereafter, unless either party gives to the other party notice in writing within ninety (90) days of the termination date of its desire to terminate or amend this Agreement.

Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

32.02 Following ratification by the parties, sufficient copies of the Collective Agreement shall be printed to allow for each member to receive a copy (together with spares for both the Employer and the Union, to a maximum of 125 copies). The Employer and the Union shall share the cost of printing the Collective Agreement and decide on the format.

DATED AT THIS DAY OF ,2024.

**CREEDAN VALLEY CARE  
COMMUNITY**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS  
LOCAL 3114**

**FOR THE EMPLOYER:**

**FOR THE UNION:**

*Sandra Fougere*  
Sandra Fougere (Sep 11, 2024 15:18 EDT)  
\_\_\_\_\_  
Sandra Fougere  
Director, Labour & Employee Relations

*Heather Rideout*  
\_\_\_\_\_  
Heather Rideout, Representative

*Kristen McGregor*  
Kristen McGregor (Sep 13, 2024 12:29 EDT)  
\_\_\_\_\_  
Kristen McGregor

*L McKenzie*  
L McKenzie (Sep 20, 2024 21:40 EDT)  
\_\_\_\_\_  
Lynda Mckenzie

*Lisa Trowhill*  
Lisa Trowhill (Sep 11, 2024 16:11 EDT)  
\_\_\_\_\_  
Lisa Trowhill

**SCHEDULE 'A' WAGES**

	<b>START</b>	<b>450 HRS</b>	<b>1800 HRS</b>	<b>3600 HRS</b>	<b>5400 HRS</b>
<b><u>Housekeeping/Laundry</u></b>					
January 1/22	18.82	19.70	20.14	20.97	21.40
January 1/23	19.47	20.39	20.85	21.70	22.15
<b><u>Maintenance</u></b>					
January 1/22	23.96	24.75	24.96	25.32	25.92
January 1/23	24.80	25.61	25.84	26.20	26.82
<b><u>Activation *</u></b>					
January 1/22	19.04	19.81	20.25	21.10	21.51
January 1/23	19.71	20.50	20.96	21.84	22.26
<b><u>Bathing and Feeding *</u></b>					
January 1/22	19.08	19.91	20.10	21.10	21.56
January 1/23	19.74	20.61	20.80	21.84	22.31
<b><u>Cook</u></b>					
January 1/22	20.50	21.38	21.81	22.71	23.48
January 1/23	21.22	22.13	22.57	23.50	24.31
<b><u>Kitchen Aide 1</u></b>					
January 1/22	18.83	19.72	20.14	20.97	21.40
January 1/23	19.49	20.41	20.85	21.70	22.15
<b><u>R.P.N./Service Coordinator</u></b>					
January 1/22	26.02	26.54	26.99	28.07	28.56
January 1/23	26.93	27.47	27.94	29.05	29.56
<b><u>PSW/HCA *</u></b>					
January 1/22	20.70	21.19	21.62	22.49	22.87
April 21/22	23.70	24.19	24.62	25.49	25.87
January 1/23	24.53	25.03	25.48	26.38	26.78
<b><u>CSA</u></b>					
Step 1	Jan. 1/22		Jan. 1/23		
Start	18.82		19.47		

Registered Nurse (RN)

Step	Jan. 1/22	Jan. 1/23
Start	30.75	31.83
1 Year	32.09	33.21
2 Year	34.29	35.49
3 Year	34.98	36.21
4 Year	36.41	37.69
5 Year	38.19	39.53
6 Year	39.90	41.30
7 Year	43.35	44.86
8 Year	46.92	48.56

**All wage rates include pay equity adjustments.**

- \* All Personal Support Workers/Health Care Aide, Bathing Aides, and Feeding Aides, who have obtained the Health Care Aide Certificate shall receive a premium of 25 cent/hour in addition to the above hourly rate.
  
- \*\* Newly hired Registered Nurses will receive recognition for nursing experience, one (1) years' experience being equivalent to one (1) year of service. Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. The nurse shall co-operate with the Employer, by providing verification of previous experience so that their recent related clinical experience may be determined and evaluated during their probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) annual service increment for everyone (1) year of experience up to the maximum of Level 8 (i.e., 8<sup>th</sup> year increment). If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer. The Employer may also give effect to part-time nursing experience in special circumstances.

**LETTER OF UNDERSTANDING (1)**

**BETWEEN:**

**CREEDAN VALLEY CARE COMMUNITY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3114**

The parties agree that this letter does not form part of the Collective Agreement. The Employer agrees that it will advise any employee who has direct hands-on care with a resident which the Employer knows has a contagious disease that the resident has a contagious disease.

The Employer agrees that it will adopt universal precautions as a policy for the Creedan Valley Home and the Employer understands that the employees agree to follow such policies.

In particular and without limiting the generality of the above, the Employer understands that all employees who give direct hands-on care to residents will wear gloves on the following occasions:

- (i) when handling or cleaning up blood
- (ii) when handling or cleaning up urine or feces wherein the presence of blood is visible
- (ii) when providing direct hands-on care to residents which have been identified as carriers of blood borne pathogens such as Hepatitis "B."

DATED AT THIS DAY OF ,2024.

**FOR THE EMPLOYER:**

Sandra Fougere  
Sandra Fougere (Sep 11, 2024 15:18 EDT)  
Sandra Fougere  
Director, Labour & Employee Relations

**FOR THE UNION:**

Heather Rideout  
Heather Rideout, Representative

Kristen McGregor  
Kristen McGregor (Sep 13, 2024 12:29 EDT)  
Kristen McGregor

L McKenzie  
L McKenzie (Sep 20, 2024 21:40 EDT)  
Lynda Mckenzie

Lisa Trowhill  
Lisa Trowhill (Sep 11, 2024 16:11 EDT)  
Lisa Trowhill

**LETTER OF UNDERSTANDING (2)**

**BETWEEN:**

**CREEDAN VALLEY CARE COMMUNITY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3114**

**RE: FULL-TIME STAFF SCHEDULES**

The parties agree that the Employer shall schedule the full-time nursing staff as follows on a trial basis:

Days	6:00 a.m. -	9:00 a.m. start time
Evenings	2:00 p.m. -	5:00 p.m. start time
Nights	9:00 p.m. -	12:00 a.m. start time

Full- time schedules will be reviewed on a regular basis at the Labour Management Committee meetings.

The Employer will provide a minimum of three (3) weeks' notice of a change to an employee's start time. No change will be in effect for less than the posted schedule.

The terms of this Letter of Understanding may be amended, by mutual agreement of the parties, notwithstanding Article 7.05 (c). This Letter of Understanding may be rescinded by mutual agreement at any time. In such circumstances where mutual agreement is not reached, the negotiating committees for both parties will meet to re-negotiate this provision.

Note: Other full-time shifts for other classifications will remain at their current start times for the duration of the Agreement.

DATED AT            THIS            DAY OF            ,2024.

**FOR THE EMPLOYER:**

*Sandra Fougere*  
Sandra Fougere (Sep 11, 2024 15:18 EDT)

Sandra Fougere  
Director, Labour & Employee Relations

**FOR THE UNION:**

*Heather Rideout*

Heather Rideout, Representative

*Kristen McGregor*  
Kristen McGregor (Sep 13, 2024 12:29 EDT)

Kristen McGregor

*L McKenzie*

L McKenzie (Sep 20, 2024 21:40 EDT)

---

Lynda Mckenzie

*L Trowhill*

Lisa Trowhill (Sep 11, 2024 16:11 EDT)

---

Lisa Trowhill

**LETTER OF UNDERSTANDING (3)**

**BETWEEN:**

**CREEDAN VALLEY CARE COMMUNITY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3114**

**RE: RETENTION BONUS**

The parties agree that beginning one full pay period after ratification that the Employer will trial a retention bonus framework for the PSW and RPN classifications.

Each RPN / PSW employee that is employed with Creedan Valley will be paid \$.10 per hour worked in the home as a retention bonus. The payment shall be made after the first full pay period in January 2022.

It is understood and agreed this Letter of Understanding will expire on January 1, 2022 unless both parties agree in writing to renew the Letter of Understanding.

DATED AT THIS DAY OF ,2024.

**FOR THE EMPLOYER:**

Sandra Fougere  
Sandra Fougere (Sep 11, 2024 15:18 EDT)  
Sandra Fougere,  
Director, Labour & Employee Relations

**FOR THE UNION:**

Heather Rideout  
Heather Rideout, Representative

Kristen McGregor  
Kristen McGregor (Sep 13, 2024 12:29 EDT)  
Kristen McGregor

L McKenzie  
L McKenzie (Sep 20, 2024 21:40 EDT)  
Lynda Mckenzie

Lisa Trowhill  
Lisa Trowhill (Sep 11, 2024 16:11 EDT)  
Lisa Trowhill

COPE/491 DAK