

COLLECTIVE AGREEMENT

between

CAWTHRA GARDENS LONG TERM CARE COMMUNITY
("the Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4762
("the Union")

May 1, 2024 to April 30, 2026

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this agreement is to:
- 1) Establish an orderly relationship between the Employer and its employees
 - 2) To provide processes for the prompt disposition of grievances
 - 3) To recognize the mutual value of joint discussions and negotiations in order to establish and maintain mutually satisfactory working conditions, hours of work, and wages for all employees in the bargaining unit.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is exclusive function of the Employer:
- a) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the nursing home.
 - b) To maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Local Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and to the Local Union.
 - c) To hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period, has been discharged or disciplined without just cause, may be subject of grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer and must be supported on a rational basis;
 - d) To have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary,

combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

2.02 Contracting Out

The Employer shall not contract out any work normally performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out.

2.03 Work of the Bargaining Unit

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 for the purposes of instruction, experimenting, emergencies.

ARTICLE 3 – RECOGNITION

3.01 Scope of the Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4762 as the exclusive bargaining agent for all Registered Practical Nurses employed in a nursing capacity, employed by Cawthra Gardens Long Term Care Community in the City of Mississauga, Ontario, save and except supervisors and persons above the rank of supervisor and employees already represented by a trade union.

3.02 No Discrimination

- a) The Employer and the Union agree that there shall be no discrimination or harassment contrary to the Ontario Human Rights Code of any employee by the Employer or the Union by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, marital status, or family status, sexual orientation, gender identity and gender expression, and disability.
- b) The Employer and the Union agree to abide by the Ontario Human Rights Code.
- c) The parties further agree that neither the Employer or the Union will discriminate, intimidate, interfere, restrict or coerce an employee because of the employee's membership or non-membership in the Union or because of the employee's activity or lack of activity in the

Union. The Union further agrees that membership solicitation and other Union activity will not take place during working hours or on the premises of the Employer except as provided for in this Agreement.

3.03 Union Check-off

- a) Except as provided for in section 52 of the Labour Relations Act, union dues deductions shall be made following completion of 30 days of employment from the payroll bi-weekly and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the month following accompanied by two (2) lists of all the names, addresses and phone numbers of all employees from whose wages deductions have been made. A copy of this list shall be forwarded to the Local Union representative in the home.
- b) New Employees
 - i) 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 dues Check-Off.
 - ii) 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, within the employee's first thirty (30) days of employment, for the purpose of advising such employee of the existence of the Union and of his 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. Where there are more than one (1) employee hired in the same time frame, the Employer may arrange for a group interview.
- c) Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.
- d) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

ARTICLE 4 – DEFINITIONS

4.01 Definitions

A full-time employee is defined as an employee who is regularly scheduled on average seventy-five (75) hours bi-weekly, exclusive of unpaid meal periods.

A part-time (A) Employee is defined as an employee who is regularly scheduled on average to work less than seventy-five (75) hours bi-weekly, exclusive of unpaid meal periods.

A part-time (B) Employee is an employee who does not have any regularly scheduled hours and who is called into work as required. It is understood that a part-time (B) employee who has provided their availability two (2) weeks prior to the schedule being posted, will commit to a minimum of two (2) shifts per month, and who cannot unreasonably or consistently refuse to work these shifts.

4.02 Wherever the term "calendar day" is used, it shall exclude Saturdays, Sundays and paid holidays.

ARTICLE 5 – REPRESENTATION

5.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers, committee members and stewards. 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.

No employee shall be required or permitted by the Employer to make a written or verbal agreement which may conflict with the terms of this collective agreement.

5.02 Bargaining Committee

A Union bargaining committee shall be constituted of two (2) employees elected or appointed from amongst employees in the bargaining unit along with a National Representative and the Local President of the Union. The Union will advise the Employer in writing of the names of the members of the union bargaining committee. Employees on the bargaining committee will receive their regular pay for all regularly scheduled working hours lost due to attendance at negotiations with representatives of the Employer up to and including conciliation but excluding any mediation or arbitration proceedings.

5.03 Labour-Management Relations Committee

The parties hereby agree to appoint a joint Labour Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties; it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committee or role of departmental meetings.

The Committee shall meet from time to time as agreed between the parties and all matters for discussion shall be submitted to the Administrator seven (7) calendar days previous to each meeting to be placed on the agenda except when agreed otherwise.

By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased. In addition to the two (2) Union and two (2) Employer appointees, a representative of the Canadian Union of Public Employees and a corporate representative of the Administrator may attend any meeting.

5.04 Occupational Health and Safety Committee

- 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 injury and illness.
- b) A joint Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtain information from the Employer or other persons respecting the identification of hazards

and standards elsewhere.

At least two members of this bargaining unit shall be designated by the Union to sit on the Committee and at least one of whom will be a certified member. Two (2) representatives from the JHSC, one (1) from Management and one (1) from the Union will make monthly inspections of the workplace and equipment and shall report to the JHSC the results of their inspection.

In the event of accident or injury, such representatives (union/management) shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany them on their inspections.

The Committee shall normally meet at least once every two (2) months. Time spent in meetings and related activities is to be considered time worked and will be paid at regular or premium rates as may be proper. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

- c) The Union and the Employer will co-operate to the fullest possible extent towards the prevention of accidents and the promotion of safety and health of the employees and residents.
- d) The parties agree to respect the provisions of the Occupational Health and Safety Act of Ontario as applicable.
- e) The Employer agrees to co-operate reasonably in providing necessary information to enable the committee to fulfill its obligations.
- f) The Union agrees to endeavour to obtain the full co-operation of its membership in the observance of all safety rules and practices.

5.05 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably denied.

5.06 No Strikes or Lockouts

During the term of this Agreement, the Employer agrees that it will not lockout employees and the Union agrees that there will be no strike at Cawthra Gardens Long Term Care Community.

The term "Strike" and "Lockout" shall be defined in accordance with the definitions set-out in the Labour Relations Act of the Province of Ontario.

The parties agree that any outstanding matters with regard to Collective Bargaining shall be settled pursuant to the terms of the Hospital Labour Disputes Act (HLDAA).

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Recognition of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect up to three (3) stewards, one (1) of whom shall be the chief steward, whose duties shall be to assist any employee whom the steward represents, in presenting their grievance in accordance with the grievance procedure

6.02 Names of Stewards

The Union shall notify the Employer in writing of the names of each steward and the Chief Steward, before the Employer shall be required to recognize them.

6.03 Permission to Leave Work

The Union understands that each steward is employed to perform their regular work duties for the Employer and that so far as possible all activities of the stewards shall be carried on outside of their regular working hours, unless mutually agreed.

No steward shall leave their work without obtaining the permission of their supervisor or designate. The Employer shall notify the steward within one (1) hour of the request as to when they may leave their place of work. The steward shall state their destination to their supervisor and shall report to the supervisor at the time of their return to work.

The Employer reserves the right to limit the steward's absence from their work if the time taken is considered excessive or if the steward does not perform their duties under this Agreement in a prompt manner. In return, the

Employer will pay stewards for any regular hours of work missed in direct dealings with the Employer, but not for arbitration.

6.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

Grievances under this Article may be initiated by any employee, or group of employees, who consider themselves aggrieved, or by the Union, from the time they become aware of the event given rise to the grievance.

6.05 Step 1

The employee concerned, who may be accompanied by a steward if they so desire, shall within five (5) calendar days of the alleged grievance take the matter up directly with their Supervisor, who shall give their oral answer to such employee within five (5) calendar days.

Step 2

Should the employee feel that their grievance has not been settled satisfactorily, the griever shall present the written grievance to the Administrator or designate within five (5) calendar days of the date that the answer was received at Step 1. The employee shall be accompanied by a steward. A grievance must contain a short statement of the complaint or grievance and a brief statement of the relief sought. Then a Committee comprised of the griever and the steward and President shall meet with the Administrator or designate to discuss the matter within ten (10) calendar days after the written presentation has been given to the Administrator. The Administrator or designate shall answer in writing no later than ten (10) calendar days after this meeting. At least twenty-four (24) hours prior notice of such meeting shall be given to all concerned. It is further understood that a representative of the Canadian Union of Public Employees may be present at the meeting and that the Administrator or designate may have such counsel and assistance as they may desire at such meeting.

6.06 Policy Grievance

The Employer or the Union shall have the right to lodge a policy grievance with the Union or the Employer, as the case may be, at Step 2 of the Grievance Procedure within five (5) calendar days following the circumstances giving rise to the grievance relating to the general

interpretation, application or alleged violation of this Agreement. In the case of an Employer policy grievance, the Employer would forward the written grievance to the National Representative of CUPE.

6.07 In the circumstances where the subject matter is safety, discrimination, or discharge, the grievance will start at step 2.

6.08 Group Grievance

When a group of employees have identical grievances as set out in (6.04) above, they may present a group grievance identifying each employee who is grieving within five (5) calendar days of the alleged grievance. The grievance shall then be treated as being initiated at Step No. 2.

6.09 Mediation

By mutual consent, the parties agree to use the service of a mediator. Any agreement that is reached through mediation shall be final and binding upon the parties. The parties agree to share equally the cost of the mediator.

6.10 If arbitration of any grievance is to be invoked, the request shall be made by either party within ten (10) calendar days after the date of the reply at Step 2.

6.11 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

Failure to Act Within Time Limits

Any and all-time limits fixed by this Article may at any time be extended by written agreement between the Employer and the Union.

ARTICLE 7 – ARBITRATION

7.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the grievance and shall contain the name of the party's nominee to the Board of Arbitration.

The other party to the Agreement shall within ten (10) calendar days thereafter nominate its member to the Board of Arbitration and the two (2)

so nominated shall endeavour within ten (10) calendar days after their appointment to agree upon a third person to act as Chairperson of the Board of Arbitration.

If the nominees are unable to agree upon a third person within ten (10) calendar days after their appointment, then a third person shall be appointed by the Office of Arbitration to act as Chairperson of the Arbitration Board.

7.02 Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the Chairperson, and any cost of the place of hearing of such arbitration, if and when the necessity arises. The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration and the other provisions referring to arbitration board shall appropriately apply.

7.03 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give to any decision inconsistent with it; nor shall any practices or customs become binding unless reduced to writing by the Union and the Employer.

7.04 The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern. The decision will be final and binding upon the parties hereto and the Employer or employees concerned.

7.05 Time Limits

No matter may be submitted to arbitration which has not been properly carried through the proper steps of the grievance procedure. The time limits in the grievance and the arbitration procedures may be extended only through the written mutual agreement of the parties. The arbitrator will have the power set out in the Labour Relations Act to consider a grievance when the time limits have been breached.

7.06 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate to settle the grievance, except where agreed by the parties.

7.07 Sole Arbitrator

Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration

Board at the time of reference to arbitration and the other provisions referring to the Arbitration board shall appropriately apply.

ARTICLE 8 – DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Right to have Steward Present

a) At the time that discipline is imposed, an employee shall have upon their request the right to the presence of a union steward. It is understood that if a steward is unavailable when an employee is being so disciplined, the employee may have a representative of their choice who is on shift to attend.

b) Warnings

Whenever the Employer or a representative of the Employer deems it necessary to issue a verbal or written warning to an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring his work up to a required standard, The Employer shall, within six (6) business days thereafter, give a copy of such warning letter to the Local Steward of the Union, with a copy to the employee involved.

8.02 Discharge Grievance

a) Where an employee who has completed their probationary period is discharged from employment and the employee alleges that they were discharged without just cause the case may be taken up as a grievance.

All such cases shall be taken up within five (5) calendar days and disposed of within ten (10) calendar days (or such longer period as may be mutually agreed upon) of the date the employee is notified of their discharge, except where a case is taken to arbitration. Such a claim by an employee who has completed their probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within five (5) calendar days after the employee is notified of their discharge or within five (5) calendar days after the employee ceased to work for the Employer, whichever is the earlier. All steps of the grievance procedure to Step No. 2 may be omitted in such cases.

b) Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other

arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

8.03 Access to Personal File

Twice per calendar year (or more frequently if a specific reason for the request is given) an employee may, with reasonable notice to the Employer, request to view at a time mutually agreed any evaluations or formal disciplinary notations contained within their personnel files and shall have the right to respond in writing to any such document contained therein. Such reply shall become part of the permanent record. The employee shall have the right to have a steward present and viewing of the personnel file shall be in the presence of the Administrator or designate. It is understood and agreed that an employee is not entitled to see job references.

8.04 Clearing the File Letters of Reprimand

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

Suspension

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

ARTICLE 9 - SENIORITY

9.01 Definitions of Seniority and Service

Seniority for the purposes of this Agreement shall operate on a bargaining unit basis and shall include service with the Employer prior to the certification or recognition of the Union.

Full-time seniority is defined as the length of service from date of hire with the Employer, except as provided by this Article and Article 9.05.

Part-time seniority shall accumulate on the basis of hours worked, except as expressly provided otherwise in this agreement. It is recognized that 1800 hours worked is equivalent to one (1) year of seniority and service.

For employees who transfer to and/or from full-time to part-time, seniority will be transferred on the basis of 1800 hours = 1 year.

9.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced for full-time employees and the seniority hours for part-time employees. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. In the event of a tie, the first shift worked will be the tie-breaker.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

9.03 Probationary Employees

Newly hired full-time employees into the bargaining unit must complete a probationary period of four hundred and fifty (450) hours worked three (3) months.

Newly hired part-time employees into the bargaining unit must complete a probationary period of four hundred and fifty (450) hours worked.

An employee shall not accumulate seniority during the probationary period, but upon successful completion of the probationary period, the employee shall be credited with seniority for the probationary period.

9.04 Loss of Seniority

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

1. Voluntarily resigns or retires from the employ of the Employer;
2. Is discharged for just cause and the discharge is not

reversed through the grievance procedure;

3. Is absent for three (3) consecutive scheduled shifts without permission from the Employer;
4. Fails upon being notified of a recall to signify their intention to return within five (5) calendar days after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report for work within ten (10) calendar days after they have received the notice of recall unless unable to do so by reason of sickness or incapacity or such further period of time as may be agreed upon by the parties;
5. Utilizes a leave of absence for purposes other than those for which the leave may have been granted;
6. Fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
7. Is laid off for a period of more than twenty-four (24) months.
8. Is a part-time (B) employee who has not accepted and worked a shift in any two month period.

9.05 Effect of Absence

Whenever they are used in the collective agreement, the terms seniority and service shall be defined as per Article 9.01 subject to the following conditions:

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

c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits.

d) Benefits/WSIB, Paid Leave

The Employer shall continue to pay its share of premiums for benefit plans for employees who are on paid leave of absence or WSIB if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue for up to eighteen (18) months following the date of the injury. It is further understood that in the case of sick leave, the Employer will continue to pay its share of premiums for the month in which the leave commences and the following month.

9.06 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of six (6) months. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

Notwithstanding the above, an employee who transfers shall retain their seniority for all purposes and service for vacation purposes only in this bargaining unit up to the date of leaving the unit, as long as the employee remains a member of another CUPE bargaining unit of the Employer.

ARTICLE 10 – JOB POSTINGS

10.01 Where a permanent vacancy occurs or a new position is created in the bargaining unit which the Employer requires to be filled or a temporary vacancy of more than six (6) weeks is anticipated or expected, which the Employer requires to be filled, the Employer will post notice of such permanent vacancy, new position or temporary vacancy on the Union designated bulletin boards for seven (7) calendar days in order that any interested Employee may apply. Subsequent vacancies created as a

result of the operation of this provision need only be posted for three (3) calendar days.

The Union President shall be notified of all promotions, demotions, hiring, lay-off, recalls, resignations, retirements, deaths or other terminations of employment.

- 10.02 Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union.
- 10.03 The name of the successful applicant for a permanent vacancy, new position or posted temporary vacancy shall be posted on the Union designated bulletin boards.
- 10.04 Postings shall contain the following information: classification, shift, qualifications and rate of pay.
- 10.05 a) In cases where two (2) or more employees apply, the Employer shall award the job vacancy to the most senior applicant able to meet the normal requirements of the job.
- b) Notwithstanding 10.05 (a) any job vacancy in the position of IPAC RPN Lead shall be awarded to the most senior employee who possesses the qualification to perform the required work as prescribed in the Letter of Agreement attached to this Agreement.
- 10.06 A vacancy which is reasonably expected to last more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.
- 10.07 The Employer shall have the right to fill any permanent vacancy, new position, or temporary vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the successful applicant selected to fill the new vacancy, new position or temporary vacancy to be assigned to do the job.

- 10.08 If no applications from qualified employees are received by the end of the seventh calendar day of posting, the Employer may start proceedings to secure applications from outside the bargaining unit.
- 10.09 The successful applicant to a job posting will be placed on a trial for a period of thirty (30) calendar days. Conditional on satisfactory service, such trial promotion shall become permanent after thirty (30) calendar days. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee wishes to return to their former position, they shall be returned to their former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.
- 10.10 When a new classification is established by the Employer within the bargaining unit or would fall under this scope of this collective agreement, the Employer shall determine the rate of pay for such new classification, provide the job description, and notify the Local Union within seven (7) days prior to posting such position.

If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavor to negotiate a mutually satisfactory rate. Such a request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate.

Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

The decision of the 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 classification.

ARTICLE 11 – LAY-OFFS AND RECALLS

11.01 Definition

A lay-off shall be defined as a reduction in the work force or a reduction in an employee's regular hours of work in excess of four (4) hours per week.

11.02 Lay-off Notice

- a) In the event of a proposed lay-off of a permanent or long-term

nature, the Employer will provide the Union with at least six (6) weeks' notice. This notice is not in addition to required notice for individual employees.

- b) In the event of a lay-off of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards Act will be deemed to be amended to provide notice to the affected employee as follows:

If their service is greater than:

9 years	9 weeks notice
10 years	10 weeks notice
11 years	11 weeks notice
12 years	12 weeks notice

- c) In the event of a proposed lay-off of a permanent or long-term nature, the Employer will meet with the Union through the Labour Management Committee to review the reasons and expected duration of the lay-off, any possible alternatives to lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

11.03 Lay-off Procedure

In the event of a lay-off, the Employer shall lay-off employees in reverse order of their 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.

- a) An employee who is subject to lay-off shall have the right to either:
 - i) accept the lay-off; or
 - ii) displace an employee with less seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid-off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one (1) calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

11.04 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 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 as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- 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 five (5) calendar days (exclusive of Saturdays, Sundays and Paid

Holidays) after being notified to do so by registered mail. The employee shall return to work within ten (10) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date, time and location at which the employee shall report for work. The Employee shall ensure the Employer has the most current mailing address.

(Note: For purposes of lay-off and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee, the part-time employee is accepting the full-time position. If a full-time employee bumps a part-time employee, the full-time employee is accepting the part-time position only).

11.05 Grievance on Lay-off and Recalls

Grievances concerning lay-offs shall be initiated at step 2 of the Grievance Procedure.

ARTICLE 12 – HOURS OF WORK

- 12.01 Nothing in this provision or in this collective agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or of the days of work per week.
- 12.02 All employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in respect of a seven-and-one-half (7-1/2) hour shift both in the first half and second half of that shift.
- 12.03 At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.
- 12.04 The normal paid hours of work for a regular full-time employee shall on average normally be seventy-five (75) hours per two (2) week period.

A regular full-time employee shall normally work eight (8) hours per day inclusive of a thirty (30) minute un-paid lunch period.

A regular part-time employee's hours of work shall be as assigned. However, a regular part-time employee who completes six (6) hours of

work shall be entitled to a thirty (30) minute un-paid lunch period.

- 12.05 The parties agree that it is necessary to provide the facility with twenty-four (24) hours continuous service during the seven (7) days in each week and those hours of work, shifts, and schedules need to be arranged to provide that coverage. Changes to schedules, after they are posted, will not occur without reasonable prior notification to the employees affected.
- 12.06 Unless otherwise agreed to by the parties, the following outlines scheduling of hours of regular full-time employees in the bargaining unit and where practicable the Employer shall endeavour to arrange shift schedules so that a regular full-time employee:
- a) Is not scheduled to work more than six (6) consecutive days;
 - b) Has alternate weekends off.
- 12.07 In the event employees of their own accord, for their own convenience exchange scheduled shifts with one another, the Employer requires signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts. The Employer's approval of such exchanges will not be unreasonably withheld.

ARTICLE 13 – OVERTIME AND PREMIUM PAYMENTS

- 13.01 The regular straight time hourly rate of pay is that hourly rate prescribed in the wage schedule of the collective agreement.
- 13.02 Overtime for employees shall be paid for all hours worked in excess of seven and a half (7.5) hours in a shift or seventy-five (75) hours bi-weekly at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.
- All overtime must be authorized by the Employer.
- 13.03 An employee who reports to work as scheduled or is called in to work on their assigned day off and reports as requested by the Employer and no work is available, shall receive a minimum of four (4) hours pay at their regular straight time hourly rate. The Employer may instead elect to assign the employee to any other work which the Employer determines the employee is able to perform. This reporting allowance shall not apply in the event of an emergency which disrupts the normal operations of the Employer or whenever an employee has received prior notice not to report to work, nor shall it apply to employees returning to work without notice

after absence.

13.04 Overtime premium shall not be duplicated nor pyramided, nor shall other premiums be duplicated or pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid. There shall be no pyramiding of premium pay, overtime pay, holiday pay and sick leave pay.

13.05 Call-In

- a) Call-in shall mean the calling in to work at the Employer's request of an employee who is not scheduled to work as per the posted schedule.
- b) Except in circumstances where there is insufficient time to call employees, where part-time employees are available to work at straight time, they will be called prior to contracting work to agency personnel.

13.06 Call-Back

If a full-time employee is called back to work, following the completion of their normal shift, the employee will be paid at time and one-half (1 ½) the employee's straight time regular rate of pay for a three (3) hour minimum.

13.07 Responsibility Premium

An employee who is assigned by the Director of Care or Designate the responsibility of an RN on any shift, shall receive a premium of one dollar (\$1.00) per hour in addition to their regular pay.

13.08 Uniform Allowance

The uniform allowance will be paid by the Employer in the amount of seven cents per hour paid, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.

13.09 Shift Premium

Effective the date of award, on March 19, 2021, employees shall receive shift premium of (\$0.30) thirty cents per hour, where the hours fall between 14:30 pm on one day and 06:30 am the next.

13.10 Weekend Premium

Employees shall be paid a Weekend Premium of forty-five (\$0.45) cents per hour for all hours worked between Friday at 22:30 hours and Sunday 22:30 hours. This premium shall be in addition to the regular shift premium.

ARTICLE 14 – HOLIDAYS

14.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

14.02 Floating Days Off

The Employer agrees to grant all Full-time Employees two (2) floating days off with pay to be taken on a day mutually agreed upon between the Employer and the Employee.

The Employer agrees to grant all Part-time Employees one (1) floating day off with pay for every (900) hours worked to be taken on a day mutually agreed upon between the Employer and Employee.

14.03 Holidays Falling on Weekend

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

14.04 Holidays on Day Off

When any of the above-noted holidays falls on a full-time employee's scheduled day off, the employee shall receive another day off with pay in lieu within 90 days at a mutually agreed upon date or at the employee's request holiday pay, provided that the employee qualifies in accordance with Article 14.05.

14.05 Holiday Pay Qualifications and Pay for Time Not Worked

In order to qualify for pay on a holiday an employee must work their scheduled shift immediately prior to and following the holiday, unless on an approved absence.

The provisions of the Employment Standards Act shall apply.

14.06 Payment for Work on a Holiday

A full-time Employee who is required to work on any of the above-named holidays will be paid holiday pay at the rate of one and one-half (1½) times the Employee's regular straight time hourly rate of pay for plus straight time, for all hours worked on the holiday or at the Employee's request, the Employee shall receive holiday pay plus a day off with pay, within 90 days at a time mutually agreed between the Employee and the Employer or it shall be paid out.

14.07 Employees (other than full-time) who are required to work on the holiday will be paid holiday pay at the rate of time and one-half (1½) their regular straight time rate of pay.

14.08 Definition of Holiday

For the purpose of clarity, a holiday is defined as the period beginning with the shift commencing after 2400 on the evening preceding the holiday and ending at 2400 on the holiday. Shifts where the majority of the scheduled hours fall within the holiday period above will be considered as shifts worked on the holiday.

ARTICLE 15 – VACATIONS

15.01 The period from January 1st, to December 31st of the previous year will be the basis for determining service for vacation purposes. A regular full-time employee's vacation entitlement, as outlined in the schedule below, is based on a complete year of service as of December 31st.

- a) Employees who have completed less than three (3) years of continuous service shall receive 2 weeks (pay equal to 4% of gross earnings from the previous year).
- b) Employees who have completed three (3) years or more continuous service shall receive 3 weeks (pay equal to 6% of gross earnings from the previous year).

- c) Employees who have completed eight (8) years or more continuous service shall receive 4 weeks (pay equal to 8% of gross earnings from the previous year).
- d) Employees who have completed twelve (12) years of service, shall receive five weeks' vacation, (pay equal to 10% of gross earnings from the previous year) effective first vacation period following issue of interest arbitration award dated December 7th, 2016.
- e) Employees who have completed twenty-three (23) years of service, shall receive six (6) weeks of vacation, (pay equal to 12% of gross earnings from the previous year).
- f) Employees who have completed twenty-eight (28) years of service, shall receive seven (7) weeks of vacation, (pay equal to 14% of gross earnings from the previous year).

Part-Time Employees Vacation Pay and Entitlement

It is understood and agreed that for purposes of progression on the vacation schedule and vacation pay, the above-referenced vacation schedule will apply to part-time employees with the following exception:

- a) 1800 hours paid equals 1-year service;
 - b) vacation pay will be based on the formula that 1-week vacation equals 2% of wages; and
 - c) part-time vacation pay will be added to each pay cheque and vacation leave will be without pay.
- 15.02 Vacation schedule shall be in order of seniority subject to the service requirements in each Department. A form shall be posted by the Employer between January 31st and March 1st for the selection of vacation weeks. During the period the employees shall note on the list their first and second choice of dates for their vacation. An employee submitting a late request cannot utilize their seniority to displace an employee who submitted a timely request. The Employer shall post the final schedule by May 1st at the latest. It is understood that full-time employees will have first opportunity for vacation.
- 15.03 An employee shall receive an unbroken period of vacation (i.e. at a minimum of two (2) weeks blocks) unless mutually agreed upon between the employee and the Employer.

- 15.04 Vacation entitlement may not be carried over from year to year. Vacation entitlement which is not taken during the year shall be paid out in full by December 31 each year. Full-time employees are required to take their vacation entitlement each year. A carryover of vacation may be allowed for special circumstances, if approved by the Employer.
- 15.05 If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed upon between the employee and Employer and the employee will receive holiday pay in accordance with Article 14.
- 15.06 Except in the case of an emergency, full-time and part-time employees who work on Christmas Day will not be required to work on New Year's Day. The Employer will provide at least 2 and endeavor to provide 3 consecutive days off at either Christmas or New Years. Regular scheduling may be waived from December 15 to January 15 in order to accommodate the employees during this period.
- 15.07 During the prime summer vacation period of June 15th to September 15th, an employee will not be granted more than two (2) weeks of vacation.
- 15.08 An employee terminating employment at any time in the vacation year prior to using their vacation shall be entitled to a prorated payment of wages in lieu of such vacation.

ARTICLE 16 – SICK LEAVE

16.01 Sick Leave Defined

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

16.02 Accumulation of Sick Leave Credits

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the following basis providing sick leave credits are available:

- (a) A sick leave bank will accrue for full-time employees based on 1½ days per month to a maximum of 30 days.
- (b) Sick leave shall be paid based on scheduled time lost.

- (c) The right to sick pay shall cease upon notice of termination of employment.
- (d) It is understood and agreed that compensation under the Workers Safety & Insurance Board Act shall not be charged against the accumulated sick leave.

16.03 Deductions from Sick Leave

A deduction shall be made from an employee's accumulated sick leave bank when an employee has sick leave credits and is at risk of lost wages from scheduled work because of absence due to sick leave. If an employee is absent for part of a workday on account of illness, then a deduction of the actual scheduled hours lost shall be made from the employee's cumulative sick leave bank.

16.04 Proof of Illness

Where the Employer believes a claim for sick leave is not legitimate, the Employer may request proof of disabling accident or sickness. The Employer shall exercise discretion in making such requests. The Employer will reimburse the cost of medical notes.

16.05 Sick Leave Records

The Employer will notify the employees of their accumulation of sick leave on request.

16.06 Sickness Before Vacation

It is understood that the Employer will attempt to reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation, if requested by the employee.

16.07 Sickness During Vacation

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. 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.

16.08 Notification of Sickness in advance

An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least four (4) hours prior to the commencement of the shift. An employee who will be absent on the day shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift. Failure to give such notice may result in loss of sick leave benefits for that day of absence, it being understood that this rule will not be applied in extenuating circumstances.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 Bereavement Leave

- a) Upon the death of an employee's parent, spouse (including common-law), brother, sister, child, or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the day of the funeral.
- b) Upon the death of an employee's mother-in-law, step-parent(s), father-in-law, sister-in-law, brother-in-law, aunt, uncle, legal guardian, grandparent, grandchild, son-in-law or daughter-in-law, an employee shall be granted leave up to a maximum of three (3) days consecutively without loss of pay for any scheduled hours, ending with the day after the funeral.
- c) All time off granted for bereavement under Article 17.01 (a) must be taken at the time of the occurrence of death.
- d) Additional unpaid leave not to exceed five (5) days may be granted.

17.02 Personal Leaves of Absence

The Administrator may grant a request for leave of absence for extenuating personal reasons provided that they receive at least one (1) month's clear notice in writing, unless impossible, and further provided that such leave may be arranged without undue inconvenience to the normal operations of the facility.

To qualify for a leave of absence under this provision, the employee must have completed six (6) months of employment.

All accumulated paid holidays and vacation leave must be taken before a personal leave of absence will be granted. Employees will not be granted

personal leave in order to receive extended vacation time or for the purpose of extra vacation time.

Employees when applying for such leave shall indicate the proposed date of departure and return and the reason for the leave. Leave shall not be unreasonably withheld.

It is expressly understood that no benefit shall accrue to or be paid to an employee on personal leave.

17.03 Pregnancy and Parental Leave

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

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

The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so.

Additional leave of absence may be taken under 17.03 (i) Parental Leave.

- (iv) Maternity Leave Top-Up

An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant

to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (b) An employee who does not apply for leave of absence under Article 17.03 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17.03 (a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (c) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.

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

- (d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 17.03 c).
- (e) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- (f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (g) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act provided that the employee makes an election in writing at least two (2) weeks in advance of commencement of the leave to continue the employee's share of the benefit contributions.

It is understood that an employee who makes an election to continue her contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

Where an employee makes such election to continue her contribution towards the benefits, but then falls into arrears by one month's payment of her contribution, the benefit coverage will be discontinued, and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 17.03 i), the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that they intend to take parental leave.
- (i) Parental Leave
 - i) An employee who becomes a parent, and who has been

employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- iii) Parental leave must begin no later than sixty (63) 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.
- iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An employee may end her 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.

- v) For the purposes of Parental Leave, the provisions under 17.03 (c), (d), (e), (f), (g) and (h) shall also apply.
- j) Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

17.04 Jury Duty

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as a juror or a subpoenaed witness in any Court in which the Crown is a party. The Employer shall pay such an employee the difference between their normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses provided that the employee notifies the

Administrator immediately upon receipt by the employee of notification that they will be required to attend and further provided that the employee presents proof of service and the amount of pay received.

Employees who have completed their court or coroner's inquest duty during the first half of their scheduled shift shall return to work.

17.05 WSIB Leave

- a) Where an employee is absent due to illness or injury which is compensable by WSIB, the following shall apply:
- i) The Employer shall continue to pay its share of the premiums for the health and welfare benefits, if any, for a period of up to eighteen (18) months provided that the employee makes an election in writing at least two (2) weeks prior to the commencement of the leave to continue their contribution towards such benefits.

It is understood that an employee who makes such election to continue their contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of the month in which payment is due.

Where an employee makes such election to continue their contribution towards the benefits, but then falls into arrears by one month's payment of their contribution, the benefit coverage will be discontinued, and the Employer will cease to be under any obligation to continue its share of the benefit premiums.
 - ii) Subsequent to the period referred to in i) 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 the absence.
 - iii) The employee will not be eligible for paid holidays, vacation pay or any other benefits of this Agreement, except as herein specified during any absence covered by WSIB.
 - iv) Provided that an employee returns to work within eighteen (18) months of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under

the terms of the Agreement.

- b) In the case of an absence due to a compensable accident, the employee will be paid at their regular rate of pay for all scheduled hours on the day of the accident.
- c) The injured employee shall have a period of two (2) years from the injury within which they shall preserve the seniority which they had accrued up to the time of the accident and within which they shall have the right to return to work upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform their normal job.
- d) If a full-time employee returns to work within eighteen (18) months following the commencement of a WSIB claim, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- e) If an employee returns to work after eighteen (18) months following the commencement of the WSIB claim but prior to two (2) full years mentioned in c) above, they shall be returned to their former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 19.

ARTICLE 18 – WAGES

- 18.01 When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within two (2) calendar weeks after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within seven (7) working days following the meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.

Any change in the rate established by the Employer as mutually agreed by the parties or awarded by a Board of Arbitration shall be retroactive to the date the new classification was filled.

ARTICLE 19 – BENEFITS

19.01 The Employer shall provide all full-time employees who have completed their probationary period with an Extended Health Care Plan. The Employer shall pay one hundred per cent (100%) of the premiums. The collective agreement contains a summary of the benefits provided, detailed information is provided in the plan booklet.

19.02 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby is not decreased. The Employer will advise the union of any change in carrier or underwriter prior to implementing a change in carrier.

19.03 Life Insurance and AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each full-time employee who has completed their probationary period for the Blue Cross Life Insurance Plan. The Employer shall provide all employees with a life insurance and Accidental Death and Dismemberment (AD & D) policy coverage equal to two (2x) times an employee's annual earnings for the most recently completed calendar year.

19.04 Extended Health Eligible Expenses

- i) Semi-private hospitalization - difference between ward and semi-private hospital room.
- ii) Drugs (drug card, including current generic prescription features, for use in Canada.
- iii) Private duty nursing at home when medically necessary, to a maximum of \$10,000.00 per calendar year.
- v) Paramedical: Services of a licensed chiropractor, t, osteopath, podiatrist/chiropract, speech therapist or massage therapist, physiotherapist, acupuncturist and naturopath to a maximum of \$500.00 per person per benefit year, per specialty.

Effective three full pay periods following ratification add Psychologist, Social Worker, and Registered Psychotherapist to a maximum of \$500.00 per person per year.

- vi) Vision Care: Up to \$350.00 per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist or laser surgery. Visual training \$150.00 in a lifetime. In addition, the normal and customary charges eye examinations.
- vii) Hearing aids, excluding exams and batteries to a maximum of five hundred dollars (\$500.00) per person per (5) consecutive calendar years.
- viii) Molded Arch Supports: \$300 per calendar year on the written authorization of an orthopaedic surgeon, physiatrist, rheumatologist, or the attending physician.
- ix) Orthopaedic footwear and supplies \$300.00 per person per calendar year orthopaedic surgeon, physiatrist, rheumatologist or attending physician.

19.05 Dental Benefits

The Employer shall pay one hundred per cent (100%) of the premiums.

Eligible Expenses (Current ODA, fee guide as adjusted from time to time; benefit year: January 1 - December 31)

One hundred percent (100%) coverage for:

- i) Preventive, Diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations, scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction), subject to current limits on frequency.
- ii) Minor restorative procedures, such as fillings - amalgams (acrylic or composite for front teeth).
- iii) Surgical services (extractions), all oral surgery and anaesthesia.
- iv) Periodontal and Endodontic services.

Fifty percent (50%) coverage for:

- i) Orthodontic services for dependents under 18 years of age
- ii) Prosthodontic Services - Removable

- iii) Prosthodontic Services - Fixed
- iv) Major restorative Services

19.06 Premium In Lieu

Effective May 1, 2019, Part-time employees shall receive five and one-half percent (5.5%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of health benefits as set out in Article 19 above.

Effective October 4th, 2023, Part-time employees shall receive six and one-half percent (6.5%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of health benefits as set out in Article 19 above

ARTICLE 20 – NURSING HOMES & RELATED INDUSTRIES PENSION PLAN

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

20.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"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
- iv) paid sick leave
- v) bereavement leave
- vi) jury duty
- vii) negotiations and grievance meetings

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

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

20.02 Effective March 19, 2021, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four (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 (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.

- 20.03 The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- 20.04 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 toward the costs 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.

- 20.05 The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension 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 .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 by the employee
 - Termination date when 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.

- 20.06 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 21 – GENERAL

21.01 Bulletin Boards

The Employer will continue to provide the existing designated spaces to the Union to post notices of meetings and such other appropriate notices related to union business. The Union agrees to provide the Administrator or his designated representative with a copy of all such notices prior to posting.

21.02 Printing of the Collective Agreement

It is mutually agreed between the Employer and the Union that the expense of printing the collective agreement shall be shared by both parties equally.

21.03 Current Addresses/Telephone Numbers

It is the responsibility of the employee to ensure that their home address and telephone number that are on file with the Employer are current at all times. If the employee fails to do this, the Employer will not be responsible for any failure to notify or contact the employee.

21.04 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall be forwarded to the President of the Union or his designate.

21.05 Retroactivity

Increases to the wage schedule shall be retroactive to the dates specified and based on all hours paid. The Employer will endeavour to pay retroactivity with thirty (30) days of the Board's award or ratification and such payments shall be made by separate cheque or itemized on employees' regular pay cheques. The Employer will notify former employees of their entitlement at their last known address on record with the Employer and they will have thirty (30) days from the date of the notice within which to claim retroactivity. Thereafter, the Employer will have no further obligation to make such payments. The Union shall be provided with copies of all notices sent to former employees.

21.06 Self-Isolation Pay

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

ARTICLE 22 – CHANGES IN AGREEMENT


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

ARTICLE 23 – TERM OF AGREEMENT

23.01 This Agreement shall remain in effect until April 30, 2026, and shall remain in effect from year to year thereafter, unless either party gives the other party written notice of termination or desire to amend the Agreement. Such notification will be made within ninety (90) days prior to the termination of this Agreement, or in any year thereafter.


Signed in Mississauga, Ontario on this 30th day of August, 2025.

For the Employer



Fil Falbo (2025-08-13 15:26:32 EDT)


Filippo Falbo
Director, Labour Relations



Lindsay Bousfield (2025-08-13 15:50:30 EDT)


Lindsay Bousfield
Director, Labour Relations

For the Union



reem abd (2025-08-25 07:31:13 EDT)

Rabab Yaacoub
Unit Steward



Swati Bhatt (2025-08-30 11:17:39 EDT)

Swati Bhatt
Bargaining Committee Member



Eriks Bredovskis
CUPE National Representative

Schedule "A" - Wage Cawthra Gardens

Classification	Steps	Expired Rate	01-May-24	01-Nov-24	01-May-25	01-Nov-25
			3.00%	1%	3.0%	\$2.00
RPN	Start	\$28.15	\$28.99	\$29.28	\$30.16	\$32.16
	Probation	\$28.48	\$29.33	\$29.62	\$30.51	\$32.51
	Year 1	\$28.82	\$29.68	\$29.98	\$30.88	\$32.88
	Year 2	\$29.49	\$30.37	\$30.67	\$31.59	\$33.59
				\$0.00	\$0.00	\$0.00
IPAC Lead RPN	Start	\$31.35	\$32.29	\$32.61	\$33.59	\$35.59
	Probation	\$31.68	\$32.63	\$32.96	\$33.95	\$35.95
	Year 1	\$32.01	\$32.97	\$33.30	\$34.30	\$36.30
	Year 2	\$32.69	\$33.67	\$34.01	\$35.03	\$37.03

Part-time employees progress on the wage grid on the basis of 1800 hours worked = 1 year.

All increases will take effect the first full pay period following the increase.

LETTER OF AGREEMENT #1

Between

Cawthra Gardens Long Term Care Community

and

The Canadian Union of Public Employees And its Local 4762
(Hereinafter referred to as “the Union”)

IPAC

Whereas the parties are subject to a collective agreement.

And whereas on April 11, 2022, the Ontario Government, proclaimed “Ontario Regulation 246/22” made under The Fixing Long-Term Care Act, 2021 (FLTCA) into force required long term care Homes to ensure that the home have an Infection Prevention and Control Lead (IPAC Lead).

And whereas the Parties wish to recognize and compensate employees who are assigned the role and duties of the IPAC Lead RPN.

And whereas the Employer posted an IPAC Lead RPN position on February 24, 2022.

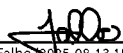
Now Therefore the Parties agree as follows.

1. This Letter of Agreement is made in the interests of good labour relations.
2. To be eligible for the IPAC premium, RPNs must meet all the following criteria:
 - a) Before April 1, 2025, must possess a valid LTC-CIP certification.
 - b) On or after April 1, 2025, be enrolled and working towards or possess a valid LTC-CIP Certification
 - c) Be assigned the role and responsibilities of the IPAC Lead RPN by Management.
 - d) Fulfill their IPAC responsibilities consistently and effectively, as determined by the legislation, the employer or other applicable measures.
 - e) Must continuously maintain an updated LTC-CIP certification as required by legislation.
3. These Minutes of Settlement may be executed electronically and in counterparts.

Signed in Mississauga, Ontario on this 30th day of August, 2025.


For the Employer

For the Union




Fil Falbo (2025-08-13 15:26:32 EDT)

Filippo Falbo
Director, Labour Relations



reem abd (2025-08-25 07:31:13 EDT)

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