COLLECTIVE AGREEMENT

-between-

CAMA WOODLANDS NURSING HOME

CAMA WOODLANDS

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1404.05

CUPE 1404

April 1, 2026 – March 31, 2028

:bk/cope491

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ARTICLE 1 – PURPOSE

1.01 The purpose of this agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with efficient operation of the Employer's business and to provide a spirit of co-operation and harmony between the parties so that they might work together with promotion of a high standard of care for the residents in the Employer.

1.02 LAND ACKNOWLEDGEMENT

The parties acknowledge that CAMA Woodlands is situated on Treaty Lands of the Mississaugas of the Credit First Nation as well as the Traditional Territory of the Haudenosaunee, Wendat and Anishinabek people.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the Central Canadian District of the Christian and Missionary Alliance, operating as CAMA Woodlands in the City of Burlington, save and except supervisors, persons above the rank of supervisor, registered and graduate nurses, office and clerical staff and Chaplaincy staff.

2.02 WORK OF THE BARGAINING UNIT

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

2.03 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 of any employee other than a casual employee occurs.

2.04 Employees shall co-operate with nurses and other management staff in performing any work reasonably required of them when such work falls within the normal range of their duties.

2.05 The Employer recognizes the following categories of employment:

a) **Full-Time**
A full-time employee is an employee who is regularly scheduled to work an average of 37.5 hours per week.

b) **Regular Part-Time**
A regular part-time employee is an employee who is regularly scheduled to work less than 37.5 hours per week.

c) **Casual**
A casual employee is an employee who is not regularly scheduled and works on an on-call basis.

Casual employees must provide their availability four (4) weeks in advance of each schedule. They shall provide availability for a minimum of two (2) weekends per schedule. It is agreed that if a casual employee fails to provide their availability for three (3) schedules in a year, without sufficient reason, or indicates their availability to work in the availability book and, when contacted by the Employer, is not available for five (5) consecutive call-ins, they shall lose seniority and service and shall be deemed terminated.

If a casual employee is not available due to being on an approved leave of absence, it will be understood that such call-in will not be included in the five (5) consecutive call-ins, or the availability requirements referred to above.

2.06 No employee covered by this agreement shall be required or permitted to make any written or verbal agreements with the Employer, or its representatives, which may conflict with the terms of this collective agreement. No individual employee or group shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

ARTICLE 3 – UNION SECURITY

3.01 a) When the Employer knows that an employee may be subject to disciplinary action which is to be recorded in the employee's personnel file, the employee shall have the right to the presence of the Union Steward.

b) When an employee is sent home pending investigation of an alleged incident, the employee shall be made aware, in the presence of their Union Steward, of the allegations that led to the investigation being conducted.

3.02 DIRECT REMITTANCE

Deductions shall be made from the regular bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following. The Employer will provide a list of the names, addresses phone numbers, and gross and regular wages of all employees from

whose wage's deductions have been made. A copy of this list shall also be forwarded to the Secretary of the Local Union.

In the case of new employees hired after the effective date of this agreement, check off dues shall commence in the employee's first pay period following date of employment.

The Employer shall deduct from the first pay of such employee an amount equivalent to the Union initiation fee. The amount of such initiation fee shall be certified to the Employer by the Secretary-Treasurer of the Union. In the event of a change to the amount of the initiation fee, the Union will endeavour to provide thirty (30) calendar days written notice to the Employer.

3.03 The Union will indemnify and save the Employer harmless for any and all claims which may be against it by an employee or employees for amounts deducted from pay as provided by this article and for any action taken by the Employer at the request of the Union.

3.04 The Employer agrees that a Union Steward shall be given the opportunity to interview each new employee who is not a member of the Union, for a period of time not exceeding fifteen (15) minutes, prior to the completion of their probationary period for the purpose of ascertaining if the employee wishes to become a Union member and to advise the employee of the existence of the Union and of their rights and obligations under the terms of this agreement. Such meetings may be arranged collectively or individually for employees of the Employer.

The Employer will endeavour to schedule such meetings during the employee's orientation period.

3.05 T4 SLIPS

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

3.06 REPRESENTATIVES

The Employer agrees to give representatives of the Union access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this agreement, provided prior arrangements have been made with management.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 It is the right of the Employer to manage, control, develop and operate its home covered under this agreement in every respect subject only to the specific limitation set out in the collective agreement.

4.02 Notwithstanding the foregoing, it is the function and right of the Employer to:

a) maintain order, discipline and efficiency;

b) hire, classify, direct, approve, promote and layoff employees;

c) discharge, transfer, layoff, recall, promote, demote, classify, assign duties, suspend or discipline employees provided that a claim of discriminatory transfer, promotion, demotion or classification, or claim that an employee who has completed their probationary period provided in Article 10.03 has been discharged or disciplined without a reasonable cause may be the subject of a grievance and dealt with as herein provided.

d) determine the work to be done, the location, methods and schedules for the performance of such work;

e) to determine the number of employees required and the duties to be performed by each from time to time, subject to discussion with the Union upon the Union's request;

f) to make and alter from time-to-time reasonable rules and regulations to be observed by the employees. Prior to posting these rules a copy will be forwarded to the Union.

ARTICLE 5 – STRIKES AND LOCKOUTS

5.01 In view of the orderly procedures established by this agreement for settling of disputes, and the handling of grievances, the Union agrees that during the life of this agreement there will be no strike and the Employer agrees that there will be no lockout in accordance with the *Labour Relations Act* and the *Hospital Labour Disputes Arbitration Act (HLDAA)* and Regulations.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 DEFINITION OF A GRIEVANCE

A grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any questions as to whether a matter is arbitrable. An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

Step 1

If an employee has a complaint or dispute, they will discuss it with their supervisor within seven (7) days of the date the facts giving rise to the grievance came to their attention or should have come to their attention. The supervisor will reply, in writing, to the employee with their decision within seven (7) days of the discussion.

Step 2

Failing satisfactory settlement, within seven (7) days after the decision is given in Step 1, the employee who may request the assistance of their Steward or representative of the Union shall submit the grievance in writing to the Administrator of the Employer. A meeting will then be held between the Administrator or their designated representative, and the employee. It is understood that at such meeting, the Administrator or their designated representative may have such counsel and assistance as they may desire, and the employee may have their Steward, and that the business agent of the Union or any representative may be present at the request of either the employee or the Employer. The decision of the Administrator, or their designated representative, shall be given in writing, within seven (7) working days following the meeting.

Step 3

Should the Administrator or their designated representative fail to render a decision as required in Step 2, or failing settlement of any grievance, a grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received within ten (10) working days, under Step 2 of the grievance procedure, the grievance shall be deemed to have been abandoned, and the same grievance shall not be subject matter of further grievance.

6.02 A grievance shall be on a form supplied by the Union and shall contain a statement of the matter complained of, the redress sought, and shall be signed by the grievor submitting the grievance. If the grievance is a group grievance, the grievance form will be signed by the Steward. If the grievance is a policy grievance it will be signed by the Unit Chairperson.

6.03 No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this agreement, except that if at any step of this grievance procedure, the Employer or the Union does not give its decision within the allotted time limit, the grievance may be carried to the next step within the appropriate time which shall start to run from the expiration of the allotted time within which the decision should have been given.

6.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the agreement shall be originated at Step 2 within fourteen (14) days following the circumstances giving rise to the complaint or the grievance. It is expressly understood, however, that the provisions of Article 6.04 may not be used with respect to a grievance directly affecting the employee which such employee could themself institute and the regular grievance procedure shall not be thereby bypassed.

6.05 GROUP GRIEVANCE

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance, in writing to the Administrator or designate within fourteen (14) days after the circumstances giving rise to the incident occurring or might reasonably to have come to the attention of the employee(s). The grievance shall then be initiated at Step 2 and the applicable provisions of this article shall apply with respect to the processing of such grievance.

6.06 POLICY GRIEVANCE

Any difference arising directly between the Employer and the Union involving the interpretation, application or alleged violation of this Agreement may be submitted in writing as a policy grievance to the Administrator or designate within fourteen (14) days after the circumstances giving rise to the incident occurring or might reasonably to have come to the attention of the Union. The grievance shall be initiated at Step 2 and the applicable provisions of this article shall apply with respect to the processing of such grievance.

6.07 EMPLPOYER GRIEVANCE

It is understood that the Employer has access to the grievance procedure and arbitration procedures in the same manner and to the same extent as the employee. It is further agreed that the Employer may bring forward complaints and grievances within the terms of the agreement.

6.08 The time limits in both the grievance and arbitration procedure may be extended by written mutual consent.

6.09 "Working day" as used in the grievance and arbitration procedure shall mean a day other than Saturday, Sunday or a recognized paid holiday.

6.10 All agreements reached under the grievance procedure, which includes arbitration, between the representatives of the Employer and representatives of the Union, will be final and binding upon the Employer and the Union employees.

6.11 No adjustments effected under the grievance procedure or arbitration procedure shall be made retroactive beyond the date when the event complained of first came to the knowledge of the grievor or should have come to the knowledge of the grievor. This paragraph shall not restrict any adjustment of clerical error made in computation of pay.

6.12 It is agreed that, with mutual consent of the Employer and the Union, a meeting may take place at any time prior to the commencement of the arbitration proceedings, for the purposes of settlement of the grievance.

6.13 A grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this agreement shall not again be made the subject matter of further grievance.

6.14 The Union and the Employer agree that, during any point of the grievance or arbitration procedure, the parties upon mutual consent can use the services of a grievance mediation officer to resolve matters. It is understood the cost of the mediation officer will be shared between the parties.

6.15 The Employer agrees that the CUPE National Representative can be in attendance during any stage of the grievance or arbitration procedure.

6.16 All grievances will be responded to in writing.

ARTICLE 7 – DISCHARGE, SUSPENSION AND DISCIPLINE

7.01 Whenever the Employer deems necessary to suspend or dismiss an employee, who for the purposes of this article means an employee who has completed their probationary period as provided in Article 10.01, the Employer shall within five (5) calendar days thereafter, give written notice of the dismissal or suspension with copies to the Unit Chair and President. Such notice shall include a general statement concerning the cause for dismissal or suspension.

7.02 All grievances commenced under Article 7 shall be taken up within ten (10) calendar days of the date of dismissal or suspension. For clarity, it is understood grievances filed under this article shall be initiated at Step 2 of the grievance procedure as per Article 6.

7.03 Such special grievances may be settled by confirming the Employer's actions in dismissing the employee or 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 by the Board of Arbitration as the case may be.

7.04 Letters of reprimand and suspension will be removed from an employee's personnel file in sixteen (16) months following receipt provided that the employee's record has been discipline free for the said sixteen (16) month period, except in the cases of incidents involving resident abuse, and where the allegation is not resolved between the parties or overturned by an arbitrator where the record will remain on file for twenty-four (24) months provided that the employee's record has been discipline free for the said twenty-four (24) month period.

7.05 ACCESS TO PERSONNEL FILES

Upon giving two (2) working days' notice, an employee shall have the opportunity to review the contents of their personnel file at a mutually agreeable time in the presence

of an employer representative. The employee will be allowed to make copies of any documents contained therein. The employee shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record, or until such time as the document it is replying to is removed pursuant to article 7.04.

7.06 VACATION PAY ON TERMINATION

An employee terminating employment shall be entitled to payout of any unused vacation upon date of termination.

ARTICLE 8 – ARBITRATION

8.01 REFERRAL TO ARBITRATION

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration. A notice of intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 6 and such notice shall contain the name of the Union's nominee to the arbitration board. Within five (5) working days from the receipt of the notice of intent to arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominees. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

8.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.03 POWERS OF THE BOARD

It is agreed and understood that the arbitration board shall have no authority to alter, modify or annul any part of this agreement. However, the arbitration board shall have authority to substitute such other penalty for the discharge or discipline as the arbitration board deems just and reasonable in all circumstances.

8.04 DECISION OF THE BOARD

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 Chairman will govern.

8.05 PAYMENT FOR BOARD OF ARBITRATION

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 third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

8.06 SINGLE ARBITRATOR

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. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

8.07 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within fourteen (14) calendar days.

8.08 TIME LIMITS

The time limits mentioned in this article and in the preceding article may be extended by mutual agreement of the parties.

ARTICLE 9 – UNION COMMITTEES AND STEWARDS

9.01 The Employer recognizes the right of the Union to appoint or otherwise select from among those employees who have completed their probationary period and who are covered by this agreement, five (5) stewards and a Unit Chair, whose responsibility it shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure.

The Union shall notify the Employer in writing the name of each steward before the Employer shall be required to recognize them. The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in the collective agreement.

9.02 The Employer recognizes that the Union has the right to select a Negotiating Committee consisting of four (4) Union representatives and a Unit Chair. All members of the Committee shall be regular employees, who have completed their probationary period.

The Employer agrees to pay members of the Negotiating Committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement up to but not including arbitration.

The Local Union President or designate shall be recognized as an additional member of the Negotiating Committee when the Local Union President is not an employee of the Employer. All costs related to a non-employee Local Union President and/or delegate's participation at bargaining shall be the responsibility of the Union.

9.03 The Union agrees to notify the Employer of the names of the stewards and members of the Negotiating Committee when such an employment or replacement is made.

The Employer will not be required to recognize employees appointed by the Union to such position until such notification by the Union is provided.

9.04 The Union understands that each steward is employed to perform their regular work duties for the Employer. Therefore, no steward shall leave their work without obtaining the permission of their supervisor. 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. Such permission shall not be unreasonably denied. The steward shall not suffer any loss of pay during their scheduled hours of work for time missed in direct dealings with the Employer and up to and including Step 2 of the grievance procedure but not arbitration.

9.05 LABOUR MANAGEMENT

a) A joint Labour-Management committee shall be constituted to deal with matters not properly dealt with in negotiations or grievances. The Committee shall be comprised of an equal number of representatives of the Employer and the Union (not to exceed three (3) from the Employer and three (3) from the Union). Meetings of the Committee will be held once every two (2) months unless otherwise agreed. The National Representative of the Union and the Human Resource Consultant for the Employer may also attend.

b) An employee representative attending such meeting shall be paid for wages lost from regularly scheduled hours. Employees who attend Labour Management meetings, when not scheduled to work, shall be paid their regular rate of pay for time spent at such meetings to a maximum payment of two (2) hours. It is understood that such hours would not constitute hours worked for the purpose of calculating overtime.

c) At the time notice of meeting is issued, either party must notify the other party if their representatives will be in attendance.

d) The Union and Employer's respective representatives shall share chairing duties on an alternating basis. The Chair shall be responsible for taking minutes of the meeting and distributing these minutes to all other Committee members within

fourteen (14) calendar days of the meeting for review and comment. All Committee members shall return these signed minutes, with their comments, if any, within seven (7) calendar days of receiving them. Upon incorporating any necessary comments, the two co-chairs all sign and post these minutes.

A request for a meeting will be made in writing one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

e) Grievances shall not be discussed at the Labour Management Committee.

f) In the event that the assignment of a number of patients or workload to an individual employee or group of employees is such as they have cause to believe that they are being asked to perform more work than is consistent with proper patient care or proper allowable time complete assigned tasks, they shall:

Submit a complaint in writing to the Labour Management Committee. The workload complaint, to the extent possible, shall be detailed as to facts and reasons. The written workload complaint must constitute an agenda item for discussion at the Labour Management meeting. Both the written complaint and written response shall be attached to and form part of the minutes from the meeting where the complaint was discussed.

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

ARTICLE 10 – SENIORITY

10.01 A newly hired employee must successfully complete a probationary period of sixty (60) days worked or four hundred and fifty (450) hours worked which would include days not worked but paid for by the Employer, whichever is longer. On completion of this probationary period, seniority shall date from the date of last hire. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims the Employer acted in bad faith, arbitrarily or discriminatory as noted in Article 22 as the basis of termination.

10.02 Seniority shall be recognized by the Employer on a bargaining unit wide basis.

In regard to master work schedules, an employee may exercise their seniority when a vacancy occurs, when they return to their position following a completed temporary vacancy, when the master work schedules are changed, and the changes affect the employee, the employee may bump within their own classification, and during a layoff or recall.

10.03 a) The Employer agrees to keep a seniority list for all bargaining unit employees.

There will be a separate seniority list for full-time and part-time employees. The part-time seniority will be based on hours worked.

Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit.

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall:

An employee whose status has changed from full-time to part-time shall receive full credit for their seniority;

An employee whose status is changed from part-time to full-time shall receive credit for their seniority on the basis of one (1) year for each 1725 hours worked.

Notwithstanding the above, a part-time employee cannot accrue more than one years seniority in a twelve (12) month period.

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.

All seniority, vacation and other credits obtained under this agreement shall be retained and transferred with the employee when reclassified.

b) Where two (2) or more employees commence work on the same day and time, seniority preference will be determined by draw. The Unit Chair of the Union or designate shall be present to witness the draw.

10.04 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:

a) when on an approved leave of absence with pay;

b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;

c) when in receipt of Workers' Compensation as a result of injury incurred while in the employment of the Employer for a period of twenty-four (24) months;

d) when on pregnancy leave and/or parental leave, or any other legislative leave;

e) when absent due to illness or accident unrelated to Workers' Compensation for a period up to twenty-four (24) months. Prior to the automatic termination of employees under this clause, the Employer agreed to review the employee's status to ensure that any action taken by the Employer complies with the *Human Rights Code*.

10.05 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

a) when on an approved leave of absence without pay, not provided for above.

b) when absent due to layoff of up to twenty-four (24) months.

10.06 Updated seniority lists shall be maintained by the Employer and posted semi-annually effective June 30 and December 30 of each year. A copy shall be sent to the Union. All employees shall have ten (10) working days to challenge the list.

10.07 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer except as noted otherwise in Article 10.05 and 10.06.

Seniority status, once acquired, will be lost, and the employee will be deemed terminated for the following reasons:

a) they are discharged for just cause and not reinstated;

b) they resign and do not rescind within twenty-four (24) hours;

c) they are absent from work in excess of three (3) consecutive working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;

d) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause, they are unable to do so. It shall be the responsibility of the employee to keep the Employer informed of their current address;

e) they overstay a leave of absence without satisfactory reasons;

f) they are laid off for a period longer than twenty-four (24) months;

g) they are absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced and there is no likelihood that the employee will return to work in the foreseeable future;

h) they fail to return to a modified work program when such a program has been approved by the employee's physician.

ARTICLE 11 – LAYOFF AND RECALL

11.01 LAYOFF AND RECALL PROCEDURE

Both parties recognize that job security should increase in proportion to length and quality of service. Layoffs shall include the reduction of bi-weekly hours of any full-time or part-time employee.

Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 10 – Seniority. However, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Employer. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

11.02 NOTICE OF LAYOFF

In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

a) provide the Union with at least twelve (12) weeks' notice prior to its implementation. This notice is not in addition to required notice for individual employees.

b) provide affected employees with notice in accordance with the *Employment Standards Act*. However, *the Act* will be deemed to be amended to provide notice to the affected employees as follows:

If their service is greater than 9 years – 9 weeks' notice;
If their service is greater than 10 years – 10 weeks' notice;
If their service is greater than 11 years – 11 weeks' notice;
If their service is greater than 12 years – 12 weeks; notice.

c) Meet with the Union, through the Labour Management Committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in the collective agreement.

11.03 LAYOFF PROCEDURE

In the event of a layoff, employees shall be laid off in reverse order of seniority, provided that those employees retained at work by reason of seniority have the skill and qualifications required to perform the work.

Any 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) be awarded, based on seniority a vacant position which they are qualified to do, or

d) displace an employee who has:

- less bargaining unit seniority in a lower or identical paying classification, and

- who has scheduled hours less than or equal to the employee being laid off, and
- if the employee originally subject to layoff is qualified for and can perform the duties with training other than orientation.

e) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.

f) For the purpose of the operation of clause d), laid off part-time employees shall not have the right to displace full-time employees.

g) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

11.04 RECALL RIGHTS

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

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 as outlined in part a) above.

c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.

11.05 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

11.06 No full-time employee in the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time employees.

11.07 NOTICE OF TERMINATION OF SERVICE

An employee will be required to submit a written resignation at least two (2) weeks in advance of the termination date, except in cases of emergency or where such notice is not reasonably possible. Failure to do so will result in the employee receiving vacation allowance for any unused portion of vacation credits owing to them only in accordance with the provisions of the *Employment Standards Act*. Any dispute between the parties as to whether a reason was or was not in an "emergency situation" or "not reasonably possible" shall be submitted to Step 2 of the grievance procedure as herein provided.

ARTICLE 12 – CORRESPONDENCE

12.01 All correspondence between the parties, arising out of this agreement or incidental thereto shall pass to and from the Administrator or their designate and the President of the Union, unless otherwise provided herein.

ARTICLE 13 – PROMOTIONS AND DEMOTIONS

13.01 If an employee is promoted or reclassified other than on a temporary basis to a higher rate group they shall not receive less than the rate that they were receiving at the time of the promotion, or the starting rate for the job into whichever they are being promoted, whichever is the higher, and shall be advanced through the rates for the job group as provided in Appendix "A".

13.02 An employee may be transferred from one classification to another, carrying a rate in a higher range for a period not exceeding four (4) consecutive hours, without changing their rate of pay. Such transfer shall be called a temporary transfer and shall not be affected by the subsequent provision of this article, provided that if any employee works more than four (4) consecutive hours in a classification carrying a rate in a higher range, they shall be paid at such a higher range, from the first hour such work performed for such period of time as the employee works in a higher rate of classification.

13.03 If an employee posts to a lower-rated classification, the employee shall receive in the new classification, the rate below the employee's present wage rate, and shall progress within the scale for such lower rated classification, according to the length of service within such a lower rated classification, subsequent to the date of the transfer provided that, if the employee is at the maximum level in the present classification, the employee shall receive not less than the maximum level of the lower classification.

ARTICLE 14 – JOB POSTING

14.01 When a full-time or regular part-time vacancy occurs, or a new full-time or regular part-time position is created within the bargaining unit, the Employer shall post for five (5) working days a notice of such vacancy on the union bulletin board in order that employees may have an opportunity to apply for such positions. No posting will be made in the case of temporary vacancies which are not expected to exceed eight (8) weeks, which vacancies shall include those caused by illness, vacation periods, leaves of absence, etc. Notices shall contain the following information:

i) General nature of position;
ii) Required knowledge and education;
iii) Shift and hourly rate.
iv) Floor/unit

The Employer agrees that, in the matters of promotion or staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

Seniority shall be based on the seniority of the employee as of the posting date.

14.02 It is understood that no outside applicant shall be considered until Article 14.01 has been exhausted.

14.03 The Employer shall advise the Union, in writing, of the requirement to fill a temporary position that has a definite term or task. The temporary position shall not exceed eighteen (18) months.

Temporary positions expected to exceed eight (8) weeks will be posted and filled as required by Article 14.01 and 14.02 above. In the event that a current bargaining unit employee is the successful incumbent to the vacancy, they shall revert back to their previous position/classification in the bargaining unit upon completion.

In the event the position is filled by an employee outside the bargaining unit, the Employer shall advise the incumbent that they will be a member of CUPE Local 1404 for the time they are employed and they shall pay union dues and have all rights under the provisions of the collective agreement except that the release or discharge of such an employee, due to the end of the temporary position, shall not be the subject of a grievance or arbitration. The Employer shall further advise the incumbent of the date they will complete their employment with the Employer.

14.04 An employee who is awarded a job as a result of a job posting within the bargaining unit will have their work reviewed over a seventy-five (75) working hour's assessment period. If during this assessment period it is determined by the Employer that the employee does not demonstrate the ability to do the new job, or the need for the job no longer exists, or if the employee finds themself unable to perform the duties of the

new job, they shall revert to their former job and rate with no loss of, or interruption in, seniority. It is understood that no further job posting is required if there are other applicants to the original job posting who possess the knowledge, qualifications, skills and efficiency to perform the job.

14.05 It is agreed that the successful applicant of the job posting procedure will not be permitted to reapply for any other posted job vacancy for a period of six (6) months unless such posting will result in the employee improving their category of employment as defined in Article 2.05.

14.06 The Employer will post the name of the successful applicant when the posting has been filled. The Employer will discuss with unsuccessful applicants what they need to do to improve for any future vacancy if requested by the applicant.

14.07 Only the original job vacancy and the first vacancy from the successful applicant will be posted. Vacancies arising out of the second posting will be filled by the Employer.

14.08 UNION NOTIFICATION

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

The Union will be supplied a copy of each posting.

14.09 POSTINGS WHILE ON VACATION OF LEAVE

When an employee will be absent on vacation and/or leave of absence, the employee may advise their manager, in writing, and no more than seven (7) days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

14.10 NEW CLASSIFICATION

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

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties

reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

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

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

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

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

ARTICLE 15 – BULLETIN BOARD

15.01 The Employer agrees to supply and make available to the Union for posting of seniority lists and union notices, one (1) bulletin board in a staff area. It is agreed that no notices will be posted on the bulletin board without prior approval by the Administrator.

ARTICLE 16 – SICK LEAVE

16.01 Full-time employees will receive a maximum of twelve (12) sick days per year. Sick days will be accumulated at the rate of one (1) day per calendar month. New employees will be credited with sick leave days after completing their probationary period. The unused portion of the days will be placed in a cumulative sick leave bank at the end of the calendar year.

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

16.02 If an employee is unable to work, they shall give the Employer a minimum of three (3) to eight (8) hours' notice, except in an emergency situation. In case notice is not given in the required time, the employee may lose their eligibility for the first sick day as outlined in Article 16.01. If an employee recovers from their illness and can report for work, they shall be allowed to report, providing they inform the Employer at least eight (8) hours prior to the time they are scheduled to report.

16.03 Employees will have access to sick leave credits until such time as the employee's claim for benefits, including appeal, is determined by WSIB.

16.04 Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care.

Requests shall be made two (2) weeks in advance, unless impossible.

16.05 PROOF OF ILLNESS

Following three (3) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. If there is a cost to the employee for the medical certificate, it will be paid for by the Employer, upon submission of a receipt.

The Employer shall have the right to require an employee to produce a medical certificate for a period of less than three (3) days absence due to illness if an employee's record indicates a pattern of intermittent absenteeism. The cost of any certificate provided will be paid by the employer upon submission of a receipt.

16.06 ATTENDANCE MANAGEMENT

Days of absence arising out of a medically-established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is symptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms) but is required to be absent under the hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

Leaves covered under the *Employment Standards Act*, and leaves under Article 16 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 UNPAID LEAVE

Leaves of absence, without pay, for legitimate personal reasons, may be granted by the Employer, upon written request, and such leave will not be unreasonably denied.

Requests for an unpaid leave of absence shall be submitted to the employee's supervisor at least three (3) weeks in advance or as soon as practicable to do so, except in cases of emergency.

ARTICLE 18 – LEAVE OF ABSENCE FOR UNION BUSINESS

18.01 Leave of absence, without pay and without loss of seniority, will be granted upon request to the Employer by employees elected or appointed to represent the Union at union functions, provided such leave of absence does not interfere with efficient operations and such request is made in writing at least ten (10) calendar days prior to the commencement of the leave.

The conditions set out above apply provided that:

i) No more than five (5) employees shall be absent for the same or overlapping period and no more than one (1) of those shall be from each department save for the Nursing/Restorative Department where up to three (3) employees may be absent.

ii) The aggregate total of such leave for the bargaining unit shall not exceed eighty-five (85) days for any one (1) calendar year. For the purpose of this provision, the parties recognize the following Departments:

- Nursing/Restorative
- Activation
- Dietary
- Environmental Services

iii) When an employee is absent due to a union leave under Article 18.01, the Employer shall pay the employee their normal wages and shall bill the Union for an amount equal to the cost of wages and benefits received by the employee during the leave of absence.

The Employer shall consider providing additional days of unpaid leave based on operational needs.

18.02 The Employer will grant a leave of absence without pay and without loss of seniority, for a period of one (1) year, following application by the Union to any employee who is elected or selected for a full-time position of one (1) year duration with the Union, the CLC, the OFL, the Ontario Division or the National body of CUPE. The Union will give at least four (4) weeks' notice for such leave of absence. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. If the employee returns to the bargaining unit immediately following the one (1) year leave of absence, they shall be entitled to claim their former position or if the former position is no longer available, a comparable position if available. It is agreed that for the purpose of WSIB or any other employee benefits provided by the collective agreement, the employee is deemed to be employed by the Union.

Such leave may be renewed for an additional one (1) year at the request of the employee. Such request must be made, in writing, to the Employer, at least four (4)

weeks prior to the expiration of the first leave.

The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return.

ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE

19.01 PREGNANCY LEAVE

a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act* except where amended by this provision.

b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave.

c) The employee shall reconfirm their intention to return on the date originally approved in subsection b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.

d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration.

e) During pregnancy leave, the Employer will provide payment equal to the difference between the payments received from E.I. and 75% of the employee's average income for the previous seven (7) pay periods for fifteen (15) weeks, subject to continued government legislation and approval. In the event that legislation changes such that the E.I. contribution falls below 55%, the Employer's top-up of E.I. contributions shall not exceed 25% of the employee's normal straight time pay.

19.02 PARENTAL LEAVE

a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act* except where amended in this provision.

b) An employee who is a parent of a child is entitled to a leave of absence without pay following the birth of a child or the child coming into the employee's custody, care and control for the first time, except where amended in this provision.

c) An employee may begin parental leave no later than seventy-eight (78) weeks after the day the child is born, or comes into the employee's custody, care and control for the first time.

d) An employee who has taken pregnancy leave must begin their parental leave

when their pregnancy leave ends unless the child has not come into the employee's custody, care and control for the first time.

e) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least one (1) week in advance of the date of the commencement of the leave and the expected date of return.

f) An employee who has taken pregnancy leave under Article 21.01 is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the *Employment Standards Act*. An employee who has not taken pregnancy leave and who is eligible for parental leave shall be entitled to sixty-three (63) weeks of leave under this provision.

g) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

h) In the case of adoption, the employee who is an adoptive parent shall advise the Employer as far in advance as possible with respect to a prospective adoption and of having qualified to adopt a child and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

ARTICLE 20 – BEREAVEMENT LEAVE

20.01 Upon the death of an employee's spouse which would include same sex partner or common-law partner, parent or stepparent, child or stepchild, brother, sister, an employee shall be granted five (5) shifts without loss of pay.

Upon the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild or legal guardian, an employee shall be granted three (3) shifts without loss of pay

Additional days off with or without pay may be granted by the Employer.

Where it is necessary because of distance, the employee may apply for a personal leave of absence in addition to bereavement leave. Permission for such leave shall not be unreasonably withheld.

20.02 The Employer may request an employee to provide proof that the leave of absence was used for the purpose stated.

20.03 The parties further agree that, in the event that there is a celebration of life to be held at a later date, the employee may request that they be allowed to utilize one (1) day of their bereavement days at the time the celebration of life is held.

ARTICLE 21 – JURY OR COURT WITNESS DUTY

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

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

ARTICLE 22 – DISCRIMINATION CLAUSE

22.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of ancestry, race, citizenship, creed, colour, sex, sexual orientation, gender identity, gender expression, age, national origin, political or religious affiliation, family status or marital status, place of residence, nor by reason of their membership or lack of membership in the Union. Further to the above, the parties jointly affirm that every employee shall be entitled to a respectful and safe workplace.

22.02 The Employer and the Union agree that they shall observe and support existing legislation.

22.03 Workplace Harassment is defined as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought to be known to be unwelcome. (Reference *Occupational Health and Safety Act* Sec. 1(1))

22.04 Sexual harassment is defined as engaging in a course of vexatious comment or conduct against an employee in the workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or reasonably to be known to be unwelcome. (Reference *Ontario Human Rights Code* Sec. 7(2) and the *Occupational Health and Safety Act*)

22.05 Where a bargaining unit member complains of harassment by another worker, including the complainant's supervisor, they shall bring such complaint to the attention of the Employer and the Union. The Employer will then initiate a complete investigation of the complaint and report the finding back to the complainant who shall be accompanied by a steward. It is agreed that the complaint is handled in a discreet, confidential and timely fashion.

22.06 In support of providing and maintaining an environment free of discrimination, harassment or sexual harassment the Employer will ensure that all staff members,

volunteers and persons with the practicing privileges in the facility are informed that harassment including sexual harassment in the workplace is an offence under the law.

22.07 Should the complainant not be satisfied with the Employer's response they are entitled to file a grievance under the terms of this collective agreement.

ARTICLE 23 – RETIREMENT

23.01 NURSING HOMES AND RELATED INDUSTRIES 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.

"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.

b) Each eligible employee covered by the 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.

c) 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.

d) 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 agreement 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.

e) 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 birth;
- Date of hire;
- Date of first contribution;
- Seniority list to include hours from date of hire to Employer's fund entry date (for 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 (MM/DD/YY).

iv) To be provided once if they are readily available:
- Gender;
- Marital status.
- Any additional information requests beyond that noted above may be provided, if possible by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.01 In the event that the Employer introduces new methods or machines which require new or greater skills than those possessed by employees under the existing methods of operation, on the job training courses or study courses will be arranged where practical. The Employer shall give the Union thirty (30) calendar days advance notice of any planned changes as specified herein, and if requested, will discuss such changes with the Union.

ARTICLE 25 – HEALTH AND SAFETY

25.01 a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.

b) A Joint Health and Safety Committee (JHSC) shall be constituted in accordance with *the Act*, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall meet at least every three (3) months or more frequently if the committee decides.

The Employer agrees to accept as a member of its Joint Health and Safety Committee at least two (2) representatives, and two (2) alternates who may participate in the absence of a representative, selected or appointed by the Union from the Employer.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at their regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members within two (2) weeks following the meeting, if possible. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

c) The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon them under the *Occupational Health and Safety Act*, the Employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during their physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during their physical inspection of a workplace, or any part or parts thereof.

d) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

e) The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in S.51, S.52 and S.53 of *the Act* and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

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

g) The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

h) The parties further agree that suitable subjects for discussion at the Union Management Committee and Joint Health and Safety Committee will include aggressive residents.

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

i) Designing safe procedures for employees
ii) Providing training appropriate to these policies
iii) Reporting all incidents of workplace violence

i) The Employer shall:

i) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;

ii) Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;

When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.

iii) Ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

j) A worker shall:

i) Work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;

ii) Use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;

iii) Report to their employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware, and which may endanger them or another worker; and

iv) Report to their employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which they know.

k) **Injured Workers Provisions**

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

l) **Infectious Diseases**

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

To achieve this objective, the Joint Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

m) The Joint Health and Safety Committee will discuss and may recommend appropriate measures to promote health and safety in workplaces, including, but not limited to:

- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Training designed to ensure competency under *the Act* for those persons with supervisory responsibilities.
- Employees who regularly work alone or who are isolated in the workplace.

25.02 VIOLENCE IN THE WORKPLACE

a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened, or assaulted while performing their work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 2.01.

b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees. The local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:

i) Alert employees about a person with a known history of aggressive behaviours and their known triggers by means of:

a) electronic and/or other appropriate flagging systems
b) direct verbal communication I alerts (i.e. shift reports)

ii) Communicate and provide appropriate training and education; and,

iii) Reporting all incidents of workplace violence.

a) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.

b) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.

c) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing their work. Such information shall be submitted in writing to the Union as soon as practicable.

25.03 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

It is understood that all such occurrences will be reviewed at the Resident Care Conference.

25.04 SUPPORT AND COUNSELLING

The Employer and the Union recognize that, where preventative measures have failed to prevent abusive/violent or traumatic incidents, counseling and support must be available to help employees recover from such incidents. This support shall include, but not be limited to, debriefing sessions and workplace accommodations. Critical incident stress debriefing and post traumatic counseling shall be available for any employee who has experienced or witnessed any incident of workplace violence.

ARTICLE 26 – COPIES OF THE AGREEMENT

26.01 The Employer and the Union agree that each party shall split the cost arising from the collective agreement being printed.

ARTICLE 27 – NOTICES

27.01 Each employee shall advise their immediate supervisor and the Financial Officer of their current mailing address and telephone number and will advise of changes, if any.

ARTICLE 28 – HOURS OF WORK AND OVERTIME

28.01 It is expressly understood and agreed that the provisions of this article (Article 29) are for the purposes of computing overtime, and that the statement of regular hours of

work herein is not a guarantee that the work will be provided, nor that the hours of work will not be changed if found necessary or desirable by the Employer in the interest of efficiency or economy. All overtime must be authorized by the employee's Director or Manager.

28.02 The hours of work of each employee shall be posted in the appropriate place at least one (1) month in advance of the schedule coming into effect. The schedule will be posted in ink and an employee's days and hours will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request.

28.03 The Employer agrees to pay all hours worked in excess of seven and one half (7.5) hours per day or seventy-five (75) hours per pay period at the overtime rate of one and one half (1.5) times the hourly rate of pay. No overtime shall be paid to an employee who works in excess of their regular scheduled hours of work, as the result of exchange of shifts for reasons of personal convenience.

The parties agree that the regular hourly rate of pay does not include the payment in lieu of benefits.

28.04 a) Scheduling of work shall be done on the basis of seniority provided that the care needs of the residents can be met and provided the employee has the skill and qualifications to perform the work available. For the filing of available shifts on the regular working schedule, prior to posting, part-time employees shall be given preference over casual employees, based on seniority, classification and availability.

b) **Shift Exchanges**

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involve a shift differential, this premium shall be paid to the employee working the shift.

c) Shifts that have become available after the schedule has been posted will be offered to employees by seniority, classification, availability and on an equitable basis.

28.05 Where there is a change from Daylight Savings Time to Standard Time or vice versa, an employee who is scheduled and who works a 7.5-hour tour when the time changes shall be paid for 7.5 hours rather than actual hours worked.

28.06 Shift and Weekend Premium

a) An employee shall be paid a weekend premium of forty cents ($0.40) per hour for each hour worked from the start of the day shift in each classification on Saturday

to the start of the day shift in each classification on Monday.

b) Employees will be paid fifty cents ($0.50) per hour, where the majority of hours fall between the hours of 2300 and 700 hours.

c) Employees will be paid thirty cents ($0.30) per hour where the majority of hours fall between the hours of 1500 and 2300 hours.

28.07 Schedules will be determined based on the care needs of the residents and will adhere to the following:

a) The Employer shall arrange shift schedules so that each full-time employee shall have a free weekend every second (2nd) week and each part-time employee shall have a free weekend every second (2nd) week;

b) No employee shall be scheduled to work more than five (5) consecutive days and more than twenty (20) days in any four (4) week period unless agreed by the employee.

c) No more than two (2) shift rotations within a seven (7) day week unless agreed to by the employee.

28.08 REPORTING PAY

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

28.09 PRECEPTORSHIP PREMIUM

A Preceptor Premium at two dollars ($2.00) per hour will be paid for all hours that an employee has been assigned preceptor duties for students. An employee must agree to be a student preceptor prior to the employer assigning the student.

For clarity, it is understood that the Preceptor's role is to use leadership skills and instruction skills to facilitate the student in obtaining valuable learning experience(s) and in providing constructive feedback about the students' performance.

ARTICLE 29 – PAID HOLIDAYS

29.01 The following shall be recognized as paid holidays:

Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	New Year's Day
Two (2) floating holidays	

29.02 A regular full-time employee who is not required to work on the above paid holidays shall receive holiday pay equal to one (1) normal days' pay, or in lieu thereof, a day off with pay at a time mutually agreeable to the Employer and the employee, provided that they have worked their full scheduled shifts immediately preceding and following the paid holiday, unless excused in writing by their supervisor.

29.03 The Employer may require regular full-time employees to work on paid holidays and it is agreed that they will receive time and one half (1 ½) for the time worked and, in addition, they will receive their regular holiday pay, or a lieu day off with pay at a time mutually agreeable to the Employer and the employee.

29.04 A regular part-time or casual employee who works on a paid holiday shall receive pay for the work performed at one and one half (1.5) times their regular hourly rate.

Holiday pay for regular part-time or casual employees will be calculated based on the *Employment Standards Act.*

The parties agree that, in calculating holiday pay for regular part-time or casual employees, pay in lieu of benefits will not be included.

29.05 When an employee is scheduled to work on a paid holiday and does not work, they shall not be paid for the holiday unless excused in writing by the Administrator or their delegate. It is understood that an employee will not be required to work their scheduled shift before or after the paid holiday if they are absent on sick leave, and they shall be deemed to have worked such shifts, provided that a doctor's certificate is made available to the Employer.

29.06 HOLIDAYS DURING VACATION

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

29.07 ILLNESS DURING VACATION

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be in attendance at a hospital, the period of such

hospitalization shall be considered sick leave provided that 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.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation except for circumstances beyond the reasonable control of the Employer.

29.08 CHRISTMAS OR NEW YEARS OFF

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off unless an employee requests to work both.

ARTICLE 30 – VACATIONS

30.01 For the purpose of calculating eligibility, the vacation year shall be the period from January 1 of any year to December 31 of the following year cut-off date.

30.02 Employees shall receive an annual vacation with pay on the following basis:

Less than one (1) year service – one (1) day per month to a maximum of ten (10) days;

One (1) year of service but less than two (2) years of service – two (2) weeks with pay at 4% of gross wages;

Two (2) years of service but less than five (5) years of service – three (3) weeks with pay at 6% of gross wages;

Five (5) years of service but less than fifteen (15) years of service – four (4) weeks with pay at 8% of gross wages;

Fifteen (15) years of service but less than twenty (20) years of service – five (5) weeks with pay at 10% of gross wages;

Twenty (20) years of service but less than twenty-six (26) years of service – six (6) weeks with pay at 12% of gross wages;

More than twenty-six (26) years of service – seven (7) weeks with pay at 14% of gross wages.

For regular part-time and casual employees, 1725 hours worked equals one (1) year.

30.03 It is understood that in calculating vacation pay, no account shall be taken of any vacation pay previously paid.

30.04 The Employer shall determine the period when an employee may take the entitled vacation. Subject to this, the following process will be used:

a) Employees shall submit vacation requests by November 1st of each year for vacation scheduling between January 1st and June 15th of the following year. Vacation schedules shall be posted by December 1st of each year.

b) Employees shall submit vacation requests by April 1st of each year for vacation scheduling between June 15th and December 31st of the current year. Vacation schedules shall be posted by May 1st of each year.

c) Requests shall be granted on the basis of seniority in a) and b) above.

d) An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

e) Vacation schedules shall not be changed unless mutually agreed upon by the employee and the Employer.

f) For clarity, it is understood that in the event an employee submits their vacation request after November 1st or April 1st, those requests shall be considered in the order that they are received.

g) Employees shall be able to request single vacation days to a maximum of five (5) per calendar year. For clarity, it is understood that this shall be paid vacation time.

30.05 A full-time employee shall receive their vacation pay in the regular pay cycle. In addition, all vacation credits must be used in the current vacation year.

All vacation pay for regular part-time and casual employees will be paid out on a bi-weekly basis and calculated as a percentage of vacation amount as per 31.02 and added to their regular pay cheques.

30.06 A full-time employee who terminates before completing one (1) year of service shall receive 4% of gross wages calculated from the first day employed.

30.07 Any vacation earned and not used due to operational requirements shall be paid out during the final pay period of the year.

ARTICLE 31 – RULES AND REGULATIONS

31.01 The employee shall abide by and comply with all rules and regulations as provided by the Employer unless such rules and regulations conflict with this agreement, in which case the agreement shall be binding.

31.02 The Employer and the Union agree that they shall observe and support existing legislation.

ARTICLE 32 - BREAKS

32.01 The Employer agrees that, in each scheduled workday of 7.5 hours, the employee shall be entitled to a one-half (1/2) hour unpaid lunch break after five (5) hours of work, and two (2) fifteen (15) minute paid coffee breaks, one (1) to be taken during the first half of the shift and the second to be taken during the latter half of the shift.

If the scheduled workday is less than 7.5 hours, the employee shall be entitled to a one-half (1/2) hour unpaid lunch break after five (5) hours of work and one (1) fifteen (15) minute paid coffee break.

Employees shall be allowed to take their full lunch break uninterrupted except in cases of emergency. In such cases, the employee will be given additional time off without pay before the end of the shift to compensate for such interruption.

ARTICLE 33 – WAGES

33.01 Employee's hourly rates shall be paid in accordance with Appendix "A" attached hereto and forming part of this agreement.

33.02 The Employer agrees that wages will be paid bi-weekly.

Each employee shall be provided with an itemized statement of the employee's wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If the employer makes an error in the pay the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention. Errors for lesser amounts will normally be corrected on the next pay.

If the pay error is a result of an employee error, it will be corrected on the next pay.

33.03 Where an RPN is assigned as a charge nurse, they shall be paid an extra $5.50 per hour for all hours worked.

33.04 Retroactive payment to employees relating to a general wage increase shall be paid within thirty (30) calendar days from the date of ratification of the collective agreement or as awarded by a Board of Arbitration.

Employees who have left their employment will be notified by prepaid post within sixty (60) days from the date of ratification or an award by a Board of Arbitration addressed to their last known address. Entitlement is lost if not claimed within thirty (30) calendar days from the date of the letter from the Employer. The Union shall receive a copy of all notices sent to former employees.

33.05 BENEFITS/LIEU FOR PART-TIME

All eligible regular part-time and causal employees will receive ten (10%) percent of regular wages for each hour worked, above their regular rate of pay in lieu of all benefits.

Eligible employees include casual employees and part-time employees regularly employed for less than fifteen (15) hours per week.

Part-time employees that made the one-time choice to remain with in-lieu of benefits, April 2016 will be grandfathered to continue to receive this in lieu.

ARTICLE 34 – GENERAL PROVISIONS

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

34.02 PAYMENT FOR IN-SERVICE

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the collective agreement.

34.03 Surge Learning

When the Employer requires training outside of working hours it will compensate employees for all hours assigned.

34.04 a) Kitchen staff who wear aprons in their work shall be provided with same free of charge.

b) The Employer agrees to pay uniform/shoe allowance up to a maximum of one hundred and thirty-five $135.00 per year (reimbursement basis) to all full-time employees.

c) The Employer agrees to pay uniform/shoe allowance up to a maximum of eighty dollars ($80.00) per year (reimbursement basis) to all part time employees.

34.05 Employee Assistance Program

All employees, spouses and eligible dependants of employees will be able to access the Employee Assistance Program (EAP), of which the full cost shall be the responsibility of the Employer. The Employer will provide information describing the program to employees.

ARTICLE 35 – TERM OF THE AGREEMENT

35.01 a) This agreement shall be binding and remain in effect until March 31, 2028, and shall continue from year to year thereafter, unless either party gives the other party, notice in writing as provided in Article 35.01 b) in any year that it desires its termination or amendment.

b) Either party desiring to propose changes to this agreement shall, within ninety (90) calendar days prior to the termination date, give notice to the other party that it desires the termination or amendment of the agreement.

35.02 CHANGES TO THE COLLECTIVE AGREEMENT

It is understood that in the event the parties agree to amend any term or condition in this collective agreement, the parties shall negotiate a Letter of Understanding. The Letter of Understanding shall be subject to ratification by both parties prior to coming into effect.

The signatories to the Letter of Understanding shall be the Administrator of the Employer and may include up to two (2) other Employer representatives as determined by the Employer, and the President or designate, the Unit Chairperson and the CUPE National Representative from the Union.

ARTICLE 36 – GROUP BENEFITS

36.01 The Employer agrees to pay the indicated percentage of premiums of the following group benefits for full-time and part-time (with a regular rotation of 15 hours or more) employees who have completed their probationary period and who qualify under the terms of the said plans provided the employee pays the remaining premium:

a) One hundred percent (100%) of the billed premium for group life insurance coverage for an amount equal to $15,000;

Full-time Life Insurance – Life insurance benefit to be increased for full-time employees from $15,000.00 to one times (1X) an employee's annual earnings.

The Employer agrees to pay for all part-time employees one hundred percent (100%) of the billed premium for group life insurance coverage equal to $15,000.

b) One hundred percent (100%) of the billed premium for AD&D coverage for an amount equal to $15,000;

c) One hundred percent (100%) of the billed premium for an extended health plan providing prescription drugs (no co-insurance) to a maximum of $2,000.00 annually per person and $300 annually for orthotics coverage;

d) One hundred (100%) of the billed premium for a basic dental plan (equivalent to Blue cross #9) providing a cap on dental benefits at $2000.00 annually per person with no deductible, no co-insurance and current ODA rates;

e) One hundred percent (100%) of the billed premium for a vision care plan in the amount of $300.00 every twenty-four months.

f) $500.00 for massage.

g) $500.00 per year, per practitioner for physiotherapy.

36.02 It is agreed that if an employee fails to perform work for the Employer by reason of sickness, accident or approved leave of absence (except pregnancy/parental leave) for a period of up to two (2) months, the Employer will continue to pay its premiums noted in Article 37.01. After two (2) months, the employee will become responsible for the entire premium for a maximum of a further ten (10) months.

36.03 The Employer agrees to provide benefits to part-time employees who are regularly employed for fifteen (15) or more hours a week. The benefit plan shall be the same as for full-time employees. The Employer shall pay 100% of the extended health and dental premiums for part-time employees.

36.04 MASTER POLICY

The Union shall be provided with a current copy of the Master Policy of all insured benefits.

36.05 CHANGE OF CARRIERS

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

Electronically signed

For the Union	For the Employer
Karen Shimoda (Sep 18, 2026 09:58:29 EDT)	Jill Westerhuis
Kim Bowslaugh Kim Bowslaugh (Sep 16, 2026 13:38:16 EDT)	John Peneycad John Peneycad (Sep 17, 2026 15:30:13 EDT)
Michael Dempsey (Sep 17, 2026 14:37:27 EDT)	
Liza Hermosisima (Sep 21, 2026 10:40:23 EDT)	
Ruchia Beyle (Sep 20, 2026 15:10:24 EDT)	
(Sep 18, 2026 20:33:23 EDT)	

APPENDIX "A" – WAGES

		Current	April 1, 2026	April 1, 2027
			(3.5%)	(3.5%)
RPN	Start	$33.35	$34.52	$35.73
	After 1725 hours worked	$33.66	$34.84	$36.06
	After 3450 hours worked	$34.28	$35.48	$36.72
	After 5175 hours worked	$34.96	$36.18	$37.45
PSW **RCCC** **HCA** **Restorative**	Start	$27.67	$28.64	$29.64
	After 1725 hours worked	$27.99	$28.97	$29.98
	After 3450 hours worked	$28.69	$29.69	$30.73
	After 5175 hours worked	$29.30	$30.33	$31.39
Cook	Start	$26.99	$27.93	$28.91
	After 1725 hours worked	$27.32	$28.28	$29.27
	After 3450 hours worked	$27.54	$28.50	$29.50
	After 5175 hours worked	$28.12	$29.10	$30.12
Dietary Aide **Laundry** **Housekeeping**	Start	$23.81	$24.64	$25.51
	After 1725 hours worked	$24.14	$24.98	$25.86
	After 3450 hours worked	$24.77	$25.64	$26.54
	After 5175 hours worked	$25.35	$26.24	$27.16
Nurse's Aide **Activity Aide**	Start	$24.11	$24.95	$25.83
	After 1725 hours worked	$24.39	$25.24	$26.13
	After 3450 hours worked	$25.03	$25.91	$26.82
	After 5175 hours worked	$25.63	$26.53	$27.46

LETTER OF UNDERSTANDING #1

Between:

CAMA Woodlands
(hereinafter referred to as "The Employer")

and

The Canadian Union of Public Employees, Local 1404,
(hereinafter referred to as "the Union")

The parties agree that, for the life of this collective agreement, if the Chief Steward is not an employee of the Employer, they may assist the stewards in preparing and in presenting a grievance in accordance with the grievance procedure.

It is further agreed that, in the event the Chief Steward is not an employee of the Employer, all costs related to the participation of the Chief Steward at the Employer shall be the responsibility of the Union.

Electronically signed

For the Union	For the Employer
Karen Shimoda (Sep 18, 2026 09:58:29 EDT)	John Peneycad (Sep 17, 2026 15:30:13 EDT)
Kim Bowslaugh (Sep 16, 2026 13:36:16 EDT)	Jill Westerholm
Liza Hermosisima (Sep 21, 2026 10:40:23 EDT)	
(Sep 18, 2026 20:33:23 EDT)	
Michael Dempsey (Sep 17, 2026 14:37:27 EDT)	
Ruchia Beyle (Sep 20, 2026 15:10:24 EDT)	

LETTER OF UNDERSTANDING #2

Between:

CAMA Woodlands
(hereinafter referred to as "The Employer")

and

The Canadian Union of Public Employees, Local 1404,
(hereinafter referred to as "the Union")

As a result of the Employer introducing Go Easy Care, new software being introduced with varying functions, including scheduling, within the workplace, the parties have agreed to this one-time only process:

The parties agree to meet within ninety (90) days of implementation to review the outstanding concerns including, but not limited to, electronic notification of job postings to all bargaining unit employees as well as confirmation of awarded open shifts. Such review and discussion will consider and confirm that employees are receiving electronic notification of available bargaining unit positions as well as notifying employees when they express interest in picking up a shift that they were not successful in picking up the shift based on the scheduling provisions as currently outlined in the Collective Agreement. Any and all agreements reached during this review shall not alter or waive management rights as outlined in Article 4 of the Collective Agreement.

Electronically signed

For the Union	For the Employer
Karen Shimoda (Sep 18, 2026 09:58:29 EDT)	Jill Westerholm
Kim Bowslaugh Kim Bowslaugh (Sep 16, 2026 13:38:16 EDT)	John Peneycad John Peneycad (Sep 17, 2026 15:30:13 EDT)
Liza Hermosisima (Sep 21, 2026 10:40:23 EDT)	
Michael Dempsey (Sep 17, 2026 14:37:27 EDT)	
(Sep 18, 2026 20:33:23 EDT)	
Ruchia Beyle (Sep 20, 2026 15:10:24 EDT)	

LETTER OF UNDERSTANDING #3

Between:

CAMA Woodlands
(hereinafter referred to as "The Employer")

and

The Canadian Union of Public Employees, Local 1404,
(hereinafter referred to as "the Union")

RE: UNION BUSINESS LEAVE – CUPE 1404 TREASURER

An employee elected or appointed to the position of Treasurer for Canadian Union of Public Employees Local 1404.05 shall be permitted leave from work to attend to duties related to such position.

Such leave shall be granted as paid leave by the Employer. The Union shall reimburse the Employer for all straight-time wages and applicable benefits.

Leave taken pursuant to this Letter of Understanding shall be separate and distinct from Union Business Leave provided for under the Collective Agreement and shall not be counted toward, included within, or deducted from any existing cap or limitation on Union Business Leave days, including the annual cap.

Requests for leave under this Letter of Understanding shall be submitted with as much advance notice as reasonably possible and shall be subject to operational requirements. Approval shall not be unreasonably withheld.

Electronically signed

For the Union	For the Employer
Karen Shimoda (Sep 18, 2026 09:58:29 EDT)	Jill Westerholm
Kim Bowslaugh Kim Bowslaugh (Sep 16, 2026 13:38:16 EDT)	John Peneycad John Peneycad (Sep 17, 2026 15:30:13 EDT)
Liza Hermosisima (Sep 21, 2026 10:40:23 EDT)	
Michael Dempsey (Sep 17, 2026 14:37:27 EDT)	
[illegible] (Sep 18, 2026 20:33:23 EDT)	
Ruchia Beyle (Sep 20, 2026 15:10:24 EDT)	