

COLLECTIVE AGREEMENT

Between:

**LEAMINGTON RETIREMENT
RESIDENCE**

- And -

UNIFOR AND ITS LOCAL 2458



EFFECTIVE JULY 25, 2025 – JULY 24, 2028

TABLE OF CONTENTS

FOREWORD	4
ARTICLE 1 – PURPOSE	4
ARTICLE 2 – RECOGNITION	4
ARTICLE 3 – DEFINITIONS	5
ARTICLE 4 – UNION SECURITY AND CHECKOFF	5
ARTICLE 5 – MANAGEMENT RIGHTS	5
ARTICLE 6 – UNION REPRESENTATIVES (COMMITTEE MEMBERS).....	6
ARTICLE 7 – GRIEVANCE PROCEDURE	7
ARTICLE 8 – DISCHARGE AND SUSPENSION CASES	8
ARTICLE 9 – ARBITRATION	9
ARTICLE 10 – PROBATIONARY PERIOD AND SENIORITY	9
ARTICLE 11 – LAYOFF AND RECALL PROCEDURE	11
ARTICLE 12 – NO STRIKE OR LOCK-OUT.....	11
ARTICLE 13 – OVERTIME	12
ARTICLE 14 – JOB POSTING.....	12
ARTICLE 15 – WORK SCHEDULE	13
ARTICLE 16 – PAID HOLIDAYS	14
ARTICLE 17 – VACATIONS	15
ARTICLE 18 – LEAVE OF ABSENCE	16
ARTICLE 19 – UNION LEAVE	16
ARTICLE 20 – BEREAVEMENT LEAVE.....	16
ARTICLE 21 – HEALTH AND WELFARE	17
ARTICLE 22 – BULLETIN BOARDS	17
ARTICLE 23 – NO DISCRIMINATION	17
ARTICLE 24 – GENERAL	17
ARTICLE 25 – JOINT CONSULTATION	17
ARTICLE 26 – WORK OF THE BARGAINING UNIT	18
ARTICLE 27 – ACCIDENT PREVENTION/HEALTH AND SAFETY COMMITTEE	18
ARTICLE 28 – SICK CALLS.....	19
ARTICLE 29 – INJURY AND DISABILITY	19
ARTICLE 30 – RETURN TO WORK	20
ARTICLE 31 – CHANGE OF CARRIERS	20
ARTICLE 32 – UNIFORM ALLOWANCE	20
ARTICLE 33 – SHIFT PREMIUM.....	21
ARTICLE 34 – WEEKEND PREMIUM	21
ARTICLE 35 – SICK LEAVE	21
ARTICLE 36 – RSP	22
ARTICLE 37 – DURATION AND TERMINATION	22
ARTICLE 38 – RETROACTIVITY	22
ARTICLE 39 – PAYROLL.....	23
LETTER OF UNDERSTANDING #1 – RE: CALL-IN PROCEDURE	23
LETTER OF UNDERSTANDING #2 – RE: SUBSTANCE ABUSE.....	23
LETTER OF UNDERSTANDING #3 – RE: UNION PAID EDUCATION	24
LETTER OF UNDERSTANDING #4 – RE: AGED 65+ BENEFITS	24
LETTER OF UNDERSTANDING #5 – RE: MENTAL HEALTH/HEALTH AND SAFETY.....	24
LETTER OF UNDERSTANDING #6 – RE: RACIAL JUSTICE ADVOCATE	24

LETTER OF UNDERSTANDING #7 – RE: RECENT RELATED EXPERIENCE – RPN ONLY 24

LETTER OF UNDERSTANDING #8 – RECENT RELATED EXPERIENCE – COOK ONLY 25

LETTER OF UNDERSTANDING #9 – RPN NURSING LICENSE..... 26

LETTER OF UNDERSTANDING #10 – RE: WOMEN’S ADVOCATE..... 26

SCHEDULE "A" – WAGES 26

FOREWORD

This Agreement resulting from Collective Bargaining between le8003 WC Operating (Ontario-1) LP operating as Leamington Retirement Residence, and Unifor and its Local 2458, is for the purpose of producing the most favourable relationship between the employees and the Employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. We strongly urge our members to consult with their Committee Members or Union Representatives concerning any matter pertaining to the provisions of this Agreement.

ARTICLE 1 – PURPOSE

1:01 This Agreement is undertaken to establish satisfactory relations between the Employer and its employees employed within the bargaining unit described in Article 2:01 of this Agreement, to secure prompt and equitable disposition of grievances, and to maintain satisfactory hours, wages, and working conditions for such employees.

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

- (1) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions.
- (3) To encourage efficiency in operation.
- (4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- (5) It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

ARTICLE 2 – RECOGNITION

- 2:01 (a) The Employer recognizes the Union as a sole bargaining agent of all employees of Leamington Court in the Town of Leamington, save and except supervisors and persons above the rank of supervisor, office and sales staff. The Employer undertakes that it will not enter into any other agreement or contract with the employees described in the above recited bargaining unit either individually or collectively, which will conflict with any of the provisions of this agreement.
- (b) The Employer recognized the Union as a sole bargaining agent for all Registered Practical Nurses (RPN's) employed by le8003 WC Operating (Ontario-1) LP operating as Leamington Retirement Residence in the Town of Leamington save and except supervisors and persons above the rank of supervisor.
- 2:02 Where a new job is established by the Employer, the appropriate classification, wage rate, wage range and progression shall be negotiated and the applicable conditions of the agreement shall apply. If no agreement is reached on the wage rate, wage range and/or progression, the matter may be submitted to arbitration. If a wage increase results from the arbitration award, the same shall be retroactive to the date that the new job commenced.

ARTICLE 3 – DEFINITIONS

3:01 (a) Definition of Seniority - Full-Time

Full-time employees will accumulate seniority on the basis of hours worked.

A full-time employee is defined as an employee who is regularly scheduled to work seventy-five (75) hours bi-weekly.

(b) A part-time employee is defined as an employee who is regularly scheduled to work less than forty-five (45) hours biweekly and must submit for extra schedule hours.

(c) A casual employee is defined as an employee without regularly scheduled hours.

(d) Changes to master schedules will be discussed with the Union.

3:02 Whenever the singular or feminine is used throughout this Agreement, the same shall be construed as meaning the plural or masculine where the context or the parties hereto so require.

ARTICLE 4 – UNION SECURITY AND CHECKOFF

4:01 As a condition of employment all present and new employees as defined in Article 2 of this Agreement shall become and remain members in good standing of the Union as of the first full month of employment.

4:02 Union dues will be deducted from all employees within the bargaining unit as defined in Article 2 of this Agreement subject to the provisions of Article 4.03, and such employees shall be required to sign the necessary authorization cards for Union dues deductions as a condition of employment.

4:03 Union dues will be deducted from the pay of all employees who authorize the Employer in writing to deduct such Union dues. The dues will be deducted monthly and will be remitted by the Employer to the Union not later than the fifteenth (15th) day of the month following the month in which the deductions were made. The amount of dues deducted shall be shown on the employees T-4 slip. The written authorization and the dues deduction pursuant thereto shall go into effect on the first (1 1/2) full month of employment of the employee. The Employer shall when remitting such dues, provide the Union with a list of the names of the employees from who's pay such deductions were made or not made and reason why. The Employer will arrange to have the employee sign the check-off cards at the time of employment.

4:04 The Union shall indemnify and save the Employer harmless with respect to all dues or special assessments deducted and remitted as herein provided.

ARTICLE 5 – MANAGEMENT RIGHTS

5:01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

(a) To maintain, order, discipline and efficiency.

- (b) To hire, promote, transfer, suspend and re-hire employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer.
- (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering any present rules and regulations or making new rules and regulations, the said new rules and regulations shall first be approved and signed by the Employer, after which they shall be discussed in detail with the Union Committee and opportunity afforded to the said committee to make representations. Such rules will be made available to all employees and to the Union.
- (d) To determine the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

ARTICLE 6 – UNION REPRESENTATIVES (COMMITTEE MEMBERS)

6:01 The Employer acknowledges the right of the Union to appoint, elect or otherwise select three (3) Union Committee Members, one (1) of whom shall be the Chairperson. The Employer acknowledges and recognizes the right of the Union to have representatives of the Union who are not members of the Bargaining Unit attend grievance, labour/ management or negotiating meetings with the Employer.

6:02 The Employer will recognize a negotiating committee composed of three (3) Committee Members appointed, elected or otherwise selected in accordance with Article 6:01 of this Agreement. The purpose of the Negotiating Committee shall be to negotiate with the Employer for a renewal of the Collective Agreement as hereinafter provided, and the Employer will meet and negotiate with the Negotiating Committee and representatives of the Union for this purpose.

The Employer agrees to pay three (3) members of the Negotiating Committee for all regularly scheduled working hours lost due to attending negotiations up to and including conciliation.

Committee Members who are scheduled to work the night/afternoon shift on the day of negotiations, shall have a choice which shift they would like off, either immediately prior to or following negotiations.

6:03 It is acknowledged, understood, and agreed that Committee Members have their regular duties to perform as employees of the Employer. Committee Members shall not leave their regular duties without receiving permission from their immediate supervisor and they will report to their immediate supervisor immediately upon return. The immediate

supervisor shall not unreasonably refuse to grant a Committee Member permission to leave her regular duties for a reasonable length of time in order to perform any of the duties required to be performed by the Committee Members under this Agreement. In accordance with this understanding, Committee Members shall not suffer loss of pay while dealing with grievances as hereinafter provided.

- 6:04 The Union will inform and keep the Employer informed in writing of the name of the Committee Members and the Committee Chairperson.

ARTICLE 7 – GRIEVANCE PROCEDURE

7:01 An employee having a complaint shall firstly take the matter up verbally with her Department Head or her designate. An employee may be accompanied by the Committee Member of the employee's choice, provided such Committee Member is readily available. Where the employee exercises her right to be represented by a Committee Member who is on a different shift, the Employer shall not be required to pay for time spent outside of the Committee Member's regular shift. Should the employee not receive a satisfactory response from the Department Head or her designate within three (3) working days, the employee may reduce the complaint to writing and file it as a grievance as follows:

- (a) It is the mutual desire of the Employer and the Union that all complaints and grievances be adjusted as quickly as possible.
- (b) Employees shall process their complaints and grievances in the manner hereinafter laid down in this Article and in Article 9 of this Agreement. The Employer shall advise the employee of her right to have a Committee Member present.
- (c) The "grievance" under this Agreement shall be defined as a dispute between the Employer and any employee relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable.
- (d) When, as hereinafter required, a grievance is to be submitted in writing, such grievance shall be in writing in a form such that it may be recognized as a grievance, and such grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance.
- (e) Any time limits referred to in this Article and/or Article 9 of this Agreement within which any procedures are required to be taken or within which any decision is required to be delivered or within which any notice is required to be given shall be calculated exclusive of Saturdays, Sundays, and Paid Holidays as defined in this Agreement.

Step 1

Failing settlement of the complaint it shall be submitted as a grievance (in writing at Step 1 on the Union Grievance Form or a copy thereof) to the employee's Department Head or her designate (who shall sign the form as having received same) within five (5) days after the date on which the reply was received at the verbal stage. The Department Head or her designate shall render their decision in writing to the employee concerned on the Grievance Form within five (5) days after the date on which she received the employee's written grievance.

Step 2

If the written decision of the Department Head or her designate is not satisfactory to the employee concerned, the employee may appeal the decision by submitting the grievance form to the Administrator or her designate at Step 2 on the Grievance Form within five (5) days of the receipt of the decision of the Department Head or her designate. The Administrator shall convene a meeting with the employee concerned, her Committee person and Chairperson, and a Union representative within ten (10) days of the receipt of the Grievance Form. The purpose of this meeting shall be to discuss and consider the grievance. The Administrator or her designate shall deliver her decision in writing within three (3) days of the meeting to the Chairperson.

- 7:02 If the written decision of the Administrator or his designate is unsatisfactory to the Union, the matter may then be submitted to arbitration in accordance with Article 9 of this Agreement.
- 7:03 All time limits specified in this Article and in Article 9 may be extended by mutual consent of the parties, and are exclusive of Saturdays, Sundays and Statutory Holidays.
- 7:04 The Union or the Employer may file a policy grievance concerning any dispute of interpretation, administration or application of this Agreement.

Service of the grievance shall be made on the Administrator of the Home and/or the President of the Local Union.

Should the issue of a policy grievance remain ten (10) days following receipt of the grievance the matter may be referred to arbitration pursuant to Article 9.

- 7:05 Any policy grievances or grievances involving discharge, suspension or health and safety shall receive priority and shall commence at Step #2 of the grievance procedure.

ARTICLE 8 – DISCHARGE AND SUSPENSION CASES

- 8:01 In the case of the discharge or suspension of an employee, the Employer shall direct a letter to the employee, with a copy to the Union, confirming such discharge or suspension and the reasons for such action. Any claim of discharge or suspension, that is without just cause, of an employee who has completed the probationary period, may be submitted to the grievance and arbitration procedures within five (5) days of the date of discharge or suspension. Such grievances shall commence at Step 2 of the grievance procedure.
- 8:02 A discharge or suspension grievance may be settled by confirming the Employers action in dismissing or suspending the employee, or by reinstatement of 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.
- 8:03 Employees shall be entitled to be accompanied by a Union Committee person when interviewed in the course of a disciplinary investigation. It is understood that probationary employees are entitled to Union representation pursuant to this sub-article.
- 8:04 **Letters of Reprimand**
Letters of reprimand are to be removed from an employee's personnel file after twelve (12)

months from the date of discipline, except in the case of incidents involving third party interface ie. residents and family where the record will remain on file.

8:05 **Suspension**

Records of suspension are to be removed from an employee's personnel file twelve (12) months from the date of discipline, except in the case of incidents involving third party interface ie. residents and family where the record will remain on file.

ARTICLE 9 – ARBITRATION

9:01 Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within twenty (20) working days after the receipt of management's last decision.

The notice shall contain a list of three (3) suggested arbitrators. The recipient of the notice shall within ten (10) working days inform the other party of agreement to one of the suggested arbitrators or provide a list of three (3) arbitrators. Should no agreement be made within twenty (20) working days of the notice referring the matter to arbitration, then either party may apply to the Ministry of Labour for the appointment of an arbitrator.

9:02 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

9:03 The arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty.

9:04 The arbitrator's decision shall be binding upon both parties. The cost of the arbitrator shall be shared equally by both parties. The cost of witnesses shall be borne by the side that calls them.

9:05 The arbitrator shall not have jurisdiction to hear or decide a grievance of a probationary employee regarding the termination of his/her employment with the Company unless it is proven to be discriminatory or in bad faith.

9:06 Neither party shall raise or proceed with a timeliness argument regarding filing for arbitration without first giving the other party written notice of its intent to do so. Should either party serve such notice on the other party then the final time frame in the collective agreement respecting filing for arbitration shall commence.

Any Board of Arbitration or single Arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

ARTICLE 10 – PROBATIONARY PERIOD AND SENIORITY

10:01 A new employee of the Employer shall be considered a "probationary employee" until he/she has completed four hundred and fifty (450) hours worked. After 450 hours her seniority will date back to the day on which her employment began.

- 10:02 It is a condition of this Agreement that the discharge of a probationary employee or employees during the probationary period shall not be a subject of a grievance herein unless it can be demonstrated that such discharge is a violation of the Human Rights Code, other applicable statute or is arbitrary and in bad faith.
- 10:03 (a) A full-time employee seniority will be defined as date of hire into the bargaining unit.
- (b) A part-time employee seniority will be defined as the number of hours worked in the bargaining unit.
- (c) The following formula will be used to determine a part-time employee seniority for the purpose of wage increase, vacation preference, transfers and job postings:
- 1875 hours equals 1 year worked
- 10:04 In the event that an employee in the part-time bargaining unit transfers into the full-time bargaining unit, or vice versa, such employee shall be credited with all seniority accrued to the date of such transfer.
- 10:05 The Employer agrees to post copies of seniority lists showing the employee's name, date of hire, and seniority on the thirty-first day of January and the thirty-first day of July of each year. A copy of the above documents shall be forwarded to the Union office on the same date. For the purposes of this Article, the cutoff dates for calculation shall be the last pay period ending immediately preceding the first full pay period in January and the first full pay period of July respectively.
- 10:06 The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. New employees will be introduced to their Union representatives and a member of the Committee will be given an opportunity to meet with each new employee for fifteen (15) minutes within the first thirty (30) days of employment.
- 10:07 Seniority shall terminate and employee shall cease to be employed by the Employer when:
- (a) voluntarily quit or retire her employment;
- (b) is absent from work for more than twenty-four (24) consecutive months by reason of illness or other physical disability or workplace injury, and there is no reasonable likelihood the employee will return to work in the near future;
- (c) is discharged and is not reinstated through the grievance procedure;
- (d) is absent from work in excess of three (3) scheduled working days without reasonable cause or without notifying the Employer of his/her intended absence;
- (e) fails to maintain current contact information and the Employer is unable to reach them by normal means for a period of three (3) months;
- (f) if a part-time employee refused to pick up or give availability for a period of three (3) months;
- (g) a casual employee fails to provide availability for a period of three (3) months and/or fails to work in a period of three (3) months.

- (h) accepts gainful employment with any other Employer while on an approved leave of absence without first obtaining the consent of the Employer in writing.

10:08 It is understood that the Union and the Employer agree to abide by the Human Rights Code.

ARTICLE 11 – LAYOFF AND RECALL PROCEDURE

11:01 In the event of a proposed lay off of a permanent or long term nature, the Employer will provide affected employees notice according to the Employment Standards Act. A layoff is defined as a greater than 10% reduction in regularly scheduled bi-weekly hours. Layoffs shall be based upon the following factors:

- (a) seniority
- (b) qualification
- (c) skill and ability to do the job with only minimum orientation

11:02 Employees shall be laid off in reverse order of seniority within the same classification. On notification of lay-off an employee may either:

- (a) accept the lay-off, or,
- (b) displace an employee with less bargaining unit seniority, subject to 11:01 (b) and (c) above.
- (c) The Employee displaced shall then, be afforded the opportunity to displace, or be laid off.

An employee who is entitled to this option shall provide written notice to her manager within three (3) days of her decision to accept the lay-off or to displace a more junior employee in another classification. Failure to do this will indicate acceptance of lay-off.

- 11:03 (a) Recall to available positions shall be in reverse order of lay-off.
- (b) An employee who returns to work in a classification different from her classification prior to lay-off may return to her original position if it becomes vacant within six (6) months of her return to work.
 - (c) No positions will be posted until all employees who were laid off and are still available according to the seniority provision have been given the opportunity to return to work or have refused work or have been found unable to perform the work available.
 - (d) An employee who has completed her probationary period and has been laid off may retain but not accumulate her seniority for a period after the lay-off not to exceed the lesser of twelve (12) months.

ARTICLE 12 – NO STRIKE OR LOCK-OUT

12:01 The Union and the Employer agree that there will be no strikes or lock-outs during the term of this Collective Agreement.

12:02 The meaning of the words "strike" and "lock-out" as used in this Article shall be as defined in the Labour Relations Act of Ontario.

ARTICLE 13 – OVERTIME

13:01 Overtime

- (a) Authorized work performed in excess of seventy-five (75) hours in a bi-weekly pay period and 7.5 hours in day or eight (8) hours or eighty (80) hours bi-weekly for those getting paid for their meal break (midnights). Overtime will be paid at the rate of time and one-half (1-1/2) the Employee's regular rate of pay.
- (b) Overtime shall be based on the Employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

ARTICLE 14 – JOB POSTING

14:01 When a permanent vacancy, or temporary vacancy of more than sixty (60) days, occurs within the Bargaining Unit, the Employer will post it on the bulletin boards for a period of seven (7) calendar days setting forth the classification, rate of pay, department, shift, specific building and the qualifications thereof, and, shall also provide a copy to the chairperson. All applications to fill such vacancies must be in writing, and submitted within the seven (7) calendar days aforementioned. The Employer shall not be obligated to post a vacancy created by reason of an employee having left her former position to accept a temporary posted vacancy if it was filled by a part time, otherwise it shall be posted.

14:02 When filling such vacancy, the Employer shall, consider: seniority; and skill; and ability. Seniority shall be the governing factor when skill and ability of internal applicants is relatively equal with respect to the normal requirements of the posted job vacancy.

14:03 The Employer may temporarily fill any vacancy which it has posted in accordance with the provisions of Article 14:01 above, while observing the procedures set forth therein. Where possible, the Employer will not assign a senior employee to temporarily fill any vacancy which it has posted, unless there are no other less senior employees qualified to do the required work.

The chairperson will be provided with the name of the successful applicant when the job is awarded.

14:04 If no applications are received for such vacancy or if none of the applicants are qualified for the posted job, the Employer make take such other steps as it deems necessary to fill the vacancy.

14:05 In the event that applications to fill vacancies posted in accordance with Article 14:01 above are received from full-time and part-time employees, the permanent part-time employee's seniority shall, for the purpose of this Article, be converted to full-time seniority in accordance with the formula contained in Article 10:03 of this Agreement.

14:06 (a) The successful applicant transferred to work in another classification pursuant to this article shall be given a thirty (30) working day familiarization period. Such familiarization may be extended by mutual consent of the parties. If at the end of the said thirty (30) working day familiarization period, the Employer does not consider the employee to be capable of performing satisfactorily or if the employee does not wish to continue with the new position, the employee will be transferred to the last position held by her without loss of seniority and all other affected employees will return to their original

position.

An employee will only be allowed to be the successful applicant on a job posting once in any six (6) month period, unless the job posting would result in a promotion for the employee.

- (b) If an employee is transferred to a higher rated classification, she shall receive in the new classification the next rate above her present rate.
- (c) If an employee is transferred to a lower rated classification, she shall receive in the new classification the next rate below her present rate.

14:07 The employees who have accepted a job posting, who revert back to their former position either voluntarily or having been proven unable to perform the necessary duties of the job, shall lose no seniority rights and shall retain all rights and privileges afforded to them in their previous classification.

ARTICLE 15 – WORK SCHEDULE

15:01 The Employer will post work schedules on a four (4) week basis at least two (2) weeks prior to the effective date of the schedule. No changes shall be made to the schedule after it has been posted, without the consent of the employee affected.

Employee requests for time off must be submitted in writing to their immediate supervisor one (1) week in advance of the posted schedule.

15:02 The Employer shall provide full time employees with every other weekend off, and the Employer guarantees one weekend off in three for all part-time employees unless hired for weekend work.

15:03 The Employer will schedule a minimum of two (2) consecutive days off for each employee at either Christmas or New Year's Day of the following year with one of the days off being either Christmas or New Year's. For this purpose, the regular schedule will be suspended from December 15th of each year to January 15th of the following year.

15:04 A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall, regardless of what calendar day in the shift commences.

15:05 All employees shall have a minimum of sixteen (16) consecutive hours off between schedules shifts. The provisions of this article shall not apply to employees who, at their own request, or by mutual agreement, are scheduled so as to have less than sixteen (16) consecutive hours off between shifts. This article does not include call-ins.

15:06 Shift exchanges between employees within the same classification shall be allowed provided the Employer receives written notification and approves of such proposed shift exchange at least one (1) week in advance. Furthermore, any difficulties which are anticipated from the exercise of this privilege will be discussed and resolved by the local representatives of the Employer and the union or a higher level if necessary.

This provision shall not allow employees to switch shifts and receive overtime pay for such time

worked. Employees who are switching cannot work a double shift. Furthermore, the switch must occur within one (1) week by both employees involved in the switch.

Changes to the work schedule initiated by an employee and approved by the Employer shall not result in overtime nor a violation of this Agreement.

It is further understood that the one (1) week advance notification will be waived in cases of emergencies.

15:07 Employees shall not be required to work more than six (6) consecutive days. Any time worked on the seventh (7th) and subsequent consecutive days will be paid for at the rate of time and one and one-half (1 ½) the employee's regular rate of pay until such time as the employee is afforded a day off.

15:08 Part-time employees shall be offered work in accordance with their stated availability and the operational requirements of the Employer. Availability must be provided every four (4) weeks. If no availability is provided, it will be deemed that the availability has not changed.

ARTICLE 16 – PAID HOLIDAYS

16:01 All employees covered by this Agreement shall receive their regular day's pay at the regular rate for the following holidays, if not worked:

New Year's Day	Civic Holiday
Labour Day	Good Friday
Thanksgiving Day	Victoria Day
Christmas Day	Canada Day One
Boxing Day	(2) Float Days

All employees covered by this Agreement shall receive holiday pay pursuant to the Employment Standards Act 2000 or in accordance with the provisions of this Article whichever provides the greater benefit.

16:02 An employee who is required to work on any of the aforementioned holidays will receive at the employee's option either:

- (i) pay at the rate of time and one-half (1 ½) the employee's regular rate of pay for work performed plus her holiday pay;
- (ii) pay at the employee's regular rate of time and one-half (1 ½) and a lieu day off with regular pay within forty-five (45) days following the holiday. Such requests must be made in writing to the Employer and scheduled by mutual agreement.

16:03 An employee does not qualify for a paid holiday if the employee:

- (a) does not work her regularly scheduled shift before the holiday and her first scheduled shift after the holiday unless absent for illness; a work-related injury/illness, or approved leave of absence;
- (b) having agreed to work on a public holiday, does not report for and perform work without reasonable cause.

ARTICLE 17 – VACATIONS

- 17:01 The date of determining the vacation entitlement in a vacation year shall be the anniversary date of hire.
- 17:02 Employees shall be entitled to vacation with pay in accordance with the following formula:
- (a) Less than one (1) year continuous service — one day per month to a maximum of ten (10) days at the rate of 4% of gross earnings.
 - (b) One year but less than five (5) years continuous service — two (2) weeks at 4% of gross earnings.
 - (c) Five (5) years but less than ten years continuous service — three (3) weeks at 6% of gross earnings.
 - (d) Ten (10) years but less than eighteen (18) years continuous service — four (4) weeks at 8% of gross earnings.
 - (e) After fifteen (15) years of continuous service— five (5) weeks at 10% of gross earnings.
- 17:03 The time of vacation for each employee each year shall be arranged prior to May 1st in each year between the employee and the Employer provided however that if there is a dispute over vacation dates between employees, seniority of an employee shall be the governing factor. An employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.
- 17:04 Vacation time will be granted between the months of April and October inclusive if possible, in order of employees' seniority unless some other time is mutually arranged between the individual employee and the institution provided this does not interfere with efficient operations.
- 17:05 Vacation pay shall be paid to each employee pursuant to the following:
- (i) Part time employees shall be paid in the first full pay period of the month of May each year.
 - (ii) Full time employees shall be paid when they take their vacation.
 - (iii) Vacation pay shall be calculated to May 1st of each year.
- 17:06 A vacation request list shall be posted in each Department on March 1st to March 15th each year. After March 15th the requests will be reviewed and granted according to seniority. After March 15th seniority cannot be used to displace a lesser senior employee for the approved vacation. It shall be a first come first serve basis. The approved vacation schedule shall be posted by March 31st.
- The Employer shall respond to vacation requests submitted after March 15th within ten (10) working days either approving or denying the request. Such requests shall be based on the operational needs of the Home.

ARTICLE 18 – LEAVE OF ABSENCE

18:01 During a leave of absence, the employee shall not engage in gainful employment for any other person, firm, or corporation (unless the leave was granted for purposes of allowing the employee to work at other employment).

The administrator shall have the discretion to grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that she receives at least one month's notice in writing, unless impossible, and such leave can be arranged without undue inconvenience to the normal operation of the home. Applicants, when applying, must indicate the proposed date of departure and specify the date of return. All requests for leave of absence shall be answered in writing by the Employer within five (5) days.

ARTICLE 19 – UNION LEAVE

19:01 Upon written request provided at least one (1) week in advance to the General Manager, the Employer will grant a leave of absence without pay to employees for union business. There are not to be more than two (2) employees on such leave at any one time, unless agreed otherwise.

19:02 The Employer will grant a leave of absence without pay and without benefits to an employee either elected or selected to fill a full-time position with the Union. The leave shall be for a period of up to three (3) years and may be extended by mutual consent of the parties. Application for such leave must be made in writing at least one (1) month prior to the commencement of the leave, and it shall be granted to an employee on a "once only basis". During such absence, the Employer may fill the vacancy with a temporary employee, in accordance with the job posting provisions of this Agreement, and not more than one (1) employee shall be absent on such leave at any one (1) time. Such employee(s) shall not lose seniority when on Union leave.

ARTICLE 20 – BEREAVEMENT LEAVE

20:01 (a) The Employer will grant five (5) consecutive calendar days without loss of pay to an employee as a bereavement leave in the event of the death of the legal or common-law spouse (including same sex partners), child or step-child. The leave must coincide with the date of death or the date of the funeral.

(b) the employer will grant three (3) consecutive calendar days without the loss of pay to an employee as a bereavement leave in the event of the death of the mother, father, sister, brother, step-father, step-mother, step-sister, step-brother, step-grandchild, mother-in-law, father-in-law, grandchild or grandparents. The leave must coincide with the date of death or the date of the funeral.

(c) The Employer will grant one (1) day without loss of pay as bereavement leave in the event of the death of a niece, nephew, aunt or uncle to attend the funeral.

20:02 The Employer may request proof of death and/or attendance at a funeral or memorial service. Payment under this clause applies only for regularly scheduled days lost from the date of death to the date of or following the funeral/alternative service, or memorial service.

20:03 An unpaid bereavement leave for any other relative or friend may be requested by the

employee and may be approved by Management.

- 20:04 In the event a memorial Spring interment service is not held within the above time allotments and the Employer is notified immediately, the employee will be allowed to utilize one (1) day of their allotment at such time.

ARTICLE 21 – HEALTH AND WELFARE

- 21.01 Benefit Plan is based on the current plan in place.

Vision - Effective three (3) full pay periods following ratification, increases vision to \$350.00 per 24 months, and separate coverage for an eye exam.

ARTICLE 22 – BULLETIN BOARDS

- 22:01 The Employer will provide one enclosed, locking bulletin board in the time clock room. This bulletin board will be available to the Union for the posting of notices or other items of interest to members of the Union.

ARTICLE 23 – NO DISCRIMINATION

- 23:01 The Employer and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation save and except those limitations set out in the Legislation of the Province of Ontario.

Where the term "spouse" or "partner" is used in this Agreement, it shall mean a person to whom the employee is married or with whom the employee is living in a conjugal relationship outside marriage, including a person of the same or opposite sex.

ARTICLE 24 – GENERAL

- 24:01 The Union and the Employer desire every employee to be familiar with the provisions of the collective agreement and his/her rights and obligations under it. For this reason, the Union shall have printed, sufficient booklet form copies for the needs of the employees, the Employer and the Union, and the total costs of printing shall be shared equally by the Union and the Employer.

ARTICLE 25 – JOINT CONSULTATION

- 25:01 A Labour Management Committee will be established which will consist of three (3) committee members and three (3) representatives of the Employer. Either party may expand its representation by one additional representative. On the request of either party, the Committee will meet from time to time, but at least once monthly at a mutually agreeable time and place for the purpose of discussing issues relating to the workplace which affect the parties or bargaining unit employees.

- 25:02 The Committee will receive a notice and agenda in advance of any meeting that is scheduled.

- 25:03 An Employer representative and an employee representative will be designated as joint

chairpersons of such meetings.

25:04 The Employer will compensate up to three (3) committee members at their regular rate of pay for all hours spent in attendance at the meeting. Such hours shall not be taken into consideration in the assigning of call-in or overtime hours, or in the calculation of overtime pay.

25:05 Minutes of each meeting will be prepared and signed by the chairpersons as soon as possible after the close of the meeting. Such Minutes will be made available to the Union's representatives.

ARTICLE 26 – WORK OF THE BARGAINING UNIT

26:01 No person excluded from the bargaining unit shall perform any work of the bargaining unit except for the following: 1 Nursing Supervisor, 1 Maintenance Supervisor, and 1 Activity Director.

Non-bargaining unit employees may perform bargaining unit work in cases of emergencies for the purpose of providing instruction and training, in the development of new work practices or implementation of new programs and services or when regular employees are not available.

ARTICLE 27 – ACCIDENT PREVENTION/HEALTH AND SAFETY COMMITTEE

- 27:01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention — Health and Safety Committee, a maximum of 50% of the representatives selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommended actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the committee to fulfill its functions.
- (e) Meetings shall be held quarterly or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review. The Chairperson shall be chosen among the members on a rotating basis.
- (f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention — Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- (g) The Union agrees to endeavour to obtain full co-operation of its membership in the

observation of all safety rules and practices.

- (h) The Employer and the Union agree to abide by the Occupational Health and Safety Act as amended.

ARTICLE 28 – SICK CALLS

- 28:01 Employees who will be unable to attend work due to illness or other emergency, shall contact the Employer by telephone call as soon as possible, and shall endeavour to make such contact not later than three (3) hours prior to the start of their afternoon or midnight shift, and two (2) hours prior to the start of their day shift.

ARTICLE 29 – INJURY AND DISABILITY

- 29:01 Where an employee is absent due to illness or injury which is compensable by Occupational Accident benefits, the following shall apply:
 - (a) The employee will be eligible for benefits in accordance with the occupational accident insurance plan parameters.
 - (b) If a person on occupational accident benefits returns to his/her employment, for purposes of calculating vacation entitlement in the year of her return, service will accrue while on occupational accident benefits.
- 29:02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.
- 29:03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 11) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion, with the agreement of the Unit Chair.
- 29:04 The injured employee shall have a period of thirty-six (36) months from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 9 and within which she shall have the right to return to work upon the recommendation of the occupational accident insurer or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.
- 29:05 If a full-time employee returns to work within thirty-six (36) months following the commencement of an occupational accident claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

This clause shall be interpreted consistent with the Ontario Human Rights Code.

- 29:06 If, on the recommendation of the occupational accident insurer or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Home in a classification that is covered by this Agreement, then the

returning employee may exercise her seniority if he/she has the qualifications and can perform the duties without training other than orientation, by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification. This clause shall be interpreted consistent with the Ontario Human Rights Code.

ARTICLE 30 – RETURN TO WORK

- 30:01 (a) The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work programs as may be set out under company policy the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.
- (b) Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work programs for work related injuries.
- (c) The Employer agrees that its Early and Safe Return to Work programs will include a statement that the Employer will make reasonable effort to provide modified duties.
- (d) Prior to any disabled employee returning to work from a disability including occupational accident insurance to any modified/light/alternate work program, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.
- (e) The parties agree that the requirement to consult in the Return to Work language does not in any way mean that the Union's consent is required for the back to work program for the work force.
- 30:02 With prior agreement of the Administrator or designate, the Union Representative who has been assigned in writing by Unifor to the bargaining unit may have access to their members for servicing duties. Such agreement shall not be unreasonably withheld. Notwithstanding the above, it is understood and agreed that the activities of the Union Representative shall not disrupt the normal operations of the Home. The Employer may designate an area of the building where such access take place.

ARTICLE 31 – CHANGE OF CARRIERS

- 31:01 The Employer shall provide to the Union and to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. The Employer will provide a minimum of thirty (30) days' notice to the Union prior to substituting carriers. Benefits will be equal to or greater than the current benefit package.

ARTICLE 32 – UNIFORM ALLOWANCE

- 32:01 Uniforms for new hires —1 piece upon hiring and 1 piece upon completion of probation.

Uniforms allotment:

Full time – 5 pieces per annum

Part time – 3 pieces per annum

Casual – 1 piece per annum

Employees shall be responsible for cleaning and maintaining their uniform in a state of good repair. Employees shall wear management approved pants and footwear.

ARTICLE 33 – SHIFT PREMIUM

33:01 (a) **Night Premium**

The Employer will pay a sixty (\$0.60) midnight shift premium for all hours worked between 2230 – 0630.

(b) **Afternoon Premium**

The Employer will pay a ten cent (\$0.10) afternoon shift premium for all hours worked between 1430 - 2230.

ARTICLE 34 – WEEKEND PREMIUM

34:01 Effective three (3) full pay periods following ratification, the Employer shall increase the weekend premium by twenty cents (\$0.20) to thirty cents (\$0.30) per hour for all hours worked between 2230 Friday to 2230 Sunday.

No Pyramiding

There shall be no pyramiding of any premium pay, overtime pay, holiday pay, benefits, or other payments.

ARTICLE 35 – SICK LEAVE

35:01 Sick leave credits are for the sole purpose of protecting employees against loss of income for legitimate personal illness.

35:02 No sick time will be paid to an employee if taken before or after a scheduled vacation day, leave of absence, designated holiday or scheduled day off unless a doctor's certificate is provided and is appropriately dated, or any circumstance deemed suspicious by the employer.

35:04 An employee who is injured and is receiving payments from Employer's private occupational insurance will not be paid for illness by the home.

35:05 An employee shall notify the home of sickness as far in advance as possible; and minimally at least two hours prior to the start of their day shift and three hours before the evening and night shift, unless impossible.

35:06 An employee may be required to produce a certificate from a qualified medical practitioner for any illness at the discretion of the manager, certifying that the employee was unable to carry out their duties due to illness. Any expense incurring from the physician will be at the employer's expense.

Current practice Jan 1 - 6 sick days for full-time. 3 sick days for part-time. Unused to be paid

first full pay of December.

ARTICLE 36 – RSP

- 36:01 Voluntary RRSP of a 4% matching contribution commencing July 25, 2025. Canada Life is the current provider.
- 36:02 Eligible employees are those who have completed their probation period. It is the responsibility of the employee to complete all enrolment forms and mail them to the Carrier. The Employer and the Employee are subject to any and all obligations stipulated by the Carrier and it is understood that such stipulations may change from time to time and the Employer will, as appropriate advise employees of any changes as soon as possible.
- 36:03 Effective three (3) full pay periods following ratification, the employee matching contribution to a maximum of 3% shall be deducted each pay period and remitted to the Carrier not later than thirty (30) days following the month in which the contributions were earned. Employees may make additional voluntary contributions and such additional voluntary contributions shall be subject to Carrier and Employer policy and applicable legislation.
- 36:04 The definition of applicable wages for purposes of determining contributions to the program shall be the basic straight time wages for all hours worked, including regular holiday pay (excluding holiday premium pay) and vacation pay.
- 36:05 There are no withdrawals from the plan except for first time home buyers' program, lifelong learning or any other provision under legislation or Carrier policy. In the event the employee leaves employment for any reason, she may transfer the funds consistent with the Carrier's policy.

ARTICLE 37 – DURATION AND TERMINATION

- 37:01 This agreement shall be effective from the 25th day of July, 2025 to and including the 24th day of July, 2028. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry date of the agreement.

Following such notice to bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agreed upon.

- 37:02 It is agreed that during the course of bargaining it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 24th day of July, 2025 for any stated period acceptable to the parties and in accordance with the Labour Relations Act.
- 37:03 Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

ARTICLE 38 – RETROACTIVITY

- 38:01 Increase to the wage schedule shall be retroactive to the dates specified and based on hours

worked. Retroactivity shall be paid as soon as possible, but in any event, within three (3) full pay periods of written notice of ratification.

Such payments shall be made on a separate cheque or itemized on the employee's regular pay cheque. The Employer will notify former employees of their entitlement at their last known address on record with the Employer and they will have thirty (30) days from the date of notice within which to claim retroactivity. Thereafter, the Employer will have no further obligation to make such payments.

ARTICLE 39 – PAYROLL

In the event of an error on an employees pay (such pay will include vacation and holiday pay), the correction shall be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by four (4) hours or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error. Unless the shortfall is due to employee error, in which case it will be corrected on the following pay period.

LETTER OF UNDERSTANDING #1 – RE: CALL-IN PROCEDURE

Where a shift becomes available during the period of the posted schedule, the Employer will attempt to fill the vacant shift using the call-in list.

The Employer shall maintain a list of full-time and part-time employees who are scheduled to work fewer than seventy-five (75) hours who are willing to work additional shifts in order of seniority for a six (6) month trial. Employees on the call in list are to be available for call-ins on all three shifts. It is agreed that prior to calling in part-time employees, any full-time employee who is scheduled to work less than seventy-five (75) hours in a pay period will be offered the shift first by seniority, provided no overtime is incurred.

The next employee to be called will be the part-time employee on the call-in list who is scheduled to work less than seventy-five hours who is qualified to do the work provided no overtime costs are incurred. Should that person not be available to accept casual employees will be called in order of seniority provided no overtime costs are incurred.

All call outs will be done via phone call and by classification, then department, then cross trained employees.

In the event the shift remains unfilled the Employer may next call the senior most full-time employee who is already scheduled to work seventy-five (75) hours.

LETTER OF UNDERSTANDING #2 – RE: SUBSTANCE ABUSE

The parties recognize that individuals afflicted with circumstances surrounding substance abuse and addiction might experience difficulties in the workplace. Those difficulties may include but not be limited to attendance and performance. The Employer agrees that such individuals will not be subject to discipline without giving full consideration to the facts. In addition, the Union and the Employer agree to work cooperatively in exploring assistance and treatment for affected individuals. This statement of intent is subject to a standard of good faith and is not to be used by the Union or the employee to subvert the application of otherwise appropriate disciplinary measures.

LETTER OF UNDERSTANDING #3 – RE: UNION PAID EDUCATION

The Employer will pay a one-time payment of \$250.00 during the life of this agreement to the Union towards Paid Education Leave.

LETTER OF UNDERSTANDING #4 – RE: AGED 65+ BENEFITS

Employees who are eligible for benefits under the Collective Agreement and continue to be actively employed past the age of 65 shall be eligible for the following benefits under the same cost sharing basis as active employees under the age of 65 except as modified below:

After age 65:

- Life Insurance as per the entitlement in the Collective Agreement
- Extended Health as per the entitlement in the Collective Agreement
- Vision Care as per the entitlement in the Collective Agreement
- Dental as per the entitlement in the Collective Agreement

After age 70:

- Extended Health as per the entitlement in the Collective Agreement
- Vision Care as per the entitlement in the Collective Agreement
- Dental as per the entitlement in the Collective Agreement

LETTER OF UNDERSTANDING #5 – RE: MENTAL HEALTH/HEALTH AND SAFETY

The parties agree that a psychologically healthy work environment is a desirable objective for both the Employer and its employees. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental health illness and creating a safe and comfortable workplace environment for everyone.

LETTER OF UNDERSTANDING #6 – RE: RACIAL JUSTICE ADVOCATE

In recognition of societal racism, the Employer agrees to identify a Racial Justice Advocate. A Racial Justice Advocate will be an individual who identifies as a member of the Black, Indigenous or racialized community. The Local Union Representative will be responsible for the selection of the bargaining unit's Racial Justice Advocate.

A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized people and concerns such as racial discrimination and racial violence. The role of the Racial Justice Advocate in the workplace will include to:

- Listen
- Provide support to Black, Indigenous and racialized members
- Assist with racial justice initiatives
- Promote access to community culturally appropriate services
- Work with facility leadership to develop, implement and monitor an Anti-Racism Action Plan.
- Network with coalition partners

LETTER OF UNDERSTANDING #7 – RE: RECENT RELATED EXPERIENCE – RPN ONLY

(a) The Employer will recognize recent related RPN experience on the basis of one (1) annual

increment for each one (1) year of service up to the maximum of the grid. This will take place after the employee passes probation.

- (b) Service shall be recognized based on nineteen hundred and fifty (1950) hours worked in previous employment equals one (1) year of service.
- (c) It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a wage rate adjustment. If she/he fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, she/he shall not be entitled to recognition.
- (d) The Employer will inform the new employee upon hire of the Recent and Related Experience LOU.
- (e) Recent related experience includes recent related RPN experience out of province and out of country.
- (f) Within thirty (30) days of the signing of this Letter of Understanding, any current Employee eligible for application of Recent Related Experience shall provide the Employer with reasonable proof of the Employee's nursing service, as described in paragraph (a) and (b) above. Failure to do so, she/he shall not be entitled to recognition.
- (g) The Parties agree and understand that this Letter of Understanding is unique to the current circumstances and hence may be discontinued, as a practice going forward, by the Employer by providing the Union two weeks' notice. For clarity, it is agreed and understood the discontinuation would not affect any current RPNs' wage rates.
- (h) The Parties agree that this Letter of Understanding is unique to the current circumstances and is entered into on a without precedent and without prejudice basis.

LETTER OF UNDERSTANDING #8 – RECENT RELATED EXPERIENCE – COOK ONLY

- (a) The Employer will recognize recent related Cook experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. This will take place after the employee passes probation.
- (b) Service shall be recognized based on nineteen hundred and fifty (1950) hours worked in previous employment equals one (1) year of service.
- (c) It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a wage rate adjustment.

If she/he fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, she/he shall not be entitled to recognition.
- (d) The Employer will inform the new employee upon hire of the Recent and Related Experience LOU.
- (e) Recent related experience includes recent related Cook experience out of province and out of country.

- (f) Within thirty (30) days of the signing of this Letter of Understanding, any current Employee eligible for application of Recent Related Experience shall provide the Employer with reasonable proof of the Employee's culinary experience specifically cooking experience, as described in paragraph (a) and (b) above. Failure to do so, she/he shall not be entitled to recognition.
- (g) The Parties agree and understand that this Letter of Understanding is unique to the current circumstances and hence may be discontinued, as a practice going forward, by the Employer by providing the Union two weeks' notice. For clarity, it is agreed and understood the discontinuation would not affect any current Cook's wage rates.
- (h) The Parties agree that this Letter of Understanding is unique to the current circumstances and is entered into on a without precedent and without prejudice basis.

LETTER OF UNDERSTANDING #9 – RPN NURSING LICENSE

- (a) RPN's who have completed one (1) year of service, will receive three hundred (\$300) towards their nursing registration in December.
- (b) The Parties agree and understand that this Letter of Understanding is unique to the current circumstances and hence may be discontinued, as a practice going forward, by the Employer by providing the Union two weeks' notice.
- (c) The Parties agree that this Letter of Understanding is unique to the current circumstances and is entered into on a without precedent and without prejudice basis.

LETTER OF UNDERSTANDING #10 – RE: WOMEN'S ADVOCATE

In order to best support someone facing gender-based and/or domestic violence issues and concerns, both parties will commit to develop and establish the unit's position of a Women's Advocate. Whereas, the goal of this representative is to provide non-judgmental support to those who may need assistance. Focusing on providing direction via communications and knowledge of community resources to assist employees based on a secure commitment to confidentiality and overall safety.

Both parties agree to schedule a meeting with 90 days of ratification to outline the expectations of access to the Women's Advocate.

SCHEDULE "A" – WAGES

Retro: To be paid within three (3) pay periods following ratification.

Note: *Payment is effective date of ratification. Payment to be made three (3) full pay periods after date of ratification.*

CLASSIFICATIONS	STEPS	EXPIRED	JULY 25, 2025 3.5%	SPECIAL ADJUSTMENT AT TIME OF RATIFICATION	JULY 25, 2026 3.5%	JULY 25, 2027 2.5%
Guest Attendants (Housekeeping, Dietary Aide)	Start	\$17.22	\$17.82	\$18.07	\$18.71	\$19.17
	1 Year/1950	\$17.39	\$18.00	\$18.25	\$18.89	\$19.36
	2 Year/3900	\$17.64	\$18.26	\$18.51	\$19.16	\$19.63
PSW	Start	\$17.49	\$18.10	\$18.60	\$19.25	\$19.73
	1 Year/1950	\$17.85	\$18.47	\$18.97	\$19.64	\$20.13
	2 Year/3900	\$18.19	\$18.83	\$19.33	\$20.00	\$20.50
Cook	Start	\$17.97	\$18.60	\$19.10	\$19.77	\$20.26
	1 Year/1950	\$18.23	\$18.87	\$19.37	\$20.05	\$20.55
	2 Year/3900	\$18.56	\$19.21	\$19.71	\$20.40	\$20.91
UCP	Start	\$21.54	\$22.29	\$22.29	\$23.07	\$23.65
	1 Year/1950	\$22.27	\$23.05	\$23.05	\$23.86	\$24.45
	2 Year/3900	\$22.87	\$23.67	\$23.67	\$24.50	\$25.11
RPN	Start	\$24.11	\$24.95	\$24.95	\$25.83	\$26.47
	1 Year/1950	\$24.28	\$25.13	\$25.13	\$26.01	\$26.66
	2 Year/3900	\$24.47	\$25.33	\$25.33	\$26.21	\$26.87

All employees will be paid bi-weekly through direct deposit

DATED AT WINDSOR, ONTARIO THIS 27 DAY OF August, 2026.

LEAMINGTON RETIREMENT RESIDENCE



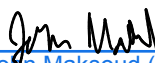
UNIFOR AND ITS LOCAL 2458



Donna Massong (Aug 28, 2026 23:31:33 EDT)



Alexia Fast (Aug 28, 2026 12:45:15 EDT)



John Maksoud (Aug 27, 2026 21:09:27 EDT)



Nicole Granger (Aug 27, 2026 18:19:54 EDT)