

COLLECTIVE AGREEMENT

BETWEEN:

**OXFORD SC LUNDY NIAGARA LP (OPERATING AS LUNDY
MANOR RETIREMENT RESIDENCE)**

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263**

April 1, 2025 to March 31, 2027

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- (1) To foster and maintain relations between the Employer and the Union which provide settled and just conditions of employment.
- (2) To promote the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (3) To encourage efficiency in operations to ensure the best possible care for the residents of the facility.
- (4) To promote the morale, well being and security of all employees in the bargaining unit of the Union.
- (5) The parties agree that as per the Retirement Homes Act (RHRA) and Oxford SC Lundy Manor Niagara operating as Lundy manor Retirement Residence Resident Abuse Policy the abuse of residents will not be tolerated and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse.

All investigations will be completed as quickly as possible. The Union further agrees to work with the Employer to promote an abuse free environment.

The parties agree that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of resident will not be tolerated. Any changes or amendments to the Employer's Resident Abuse Policy, the Employer will notify the Union of such changes and/or amendments. The Union reserves the right to file a grievance or grievances.

- 1.02 An employee may not enter into a financial arrangement with a resident and/or their responsible party (pertaining to the resident) to provide services to a resident with whom the Employer has a contractual relationship.
- 1.03 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer to:

- (a) Determine and establish standards, schedule hours of work, determine staffing requirements, set policies and procedures for the care, welfare, safety and comfort of the residents of the Home
- (b) Maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations.
- (c) Hire, transfer, layoff, promote, demote, classify and assign duties;
- (d) Discharge, suspend or otherwise discipline employees for just cause;
- (e) Have the right to plan, direct and control the work of the employees and the operations of the Home including, equipment and materials to be used, the methods and techniques or work, the number of employees to be employed, the extension, limitation or cessation of operations and all other functions which shall remain solely with the Employer except modified by this collective agreement.

2.02 The Employer agrees that the rights set out herein shall be exercised reasonably, fairly and in good faith and in a manner consistent with the collective agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 The Employer hereby recognizes the Union as the sole and exclusive Bargaining Agent for all employees of Oxford Living SC Lundy Niagara operating as Lundy Manor Retirement Residence in the City of Niagara Falls, save and except the Supervisors and persons above the rank of Supervisor, the Executive Director, Director of Care, Activity Director and Director of Marketing.

3.02 NO OTHER AGREEMENT

No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or his representatives, which may conflict with the terms of the Collective Agreement.

3.03 (a) Part-time and Temporary Employees

This Collective Agreement is fully applicable to all part-time, temporary or casual employees unless otherwise specified.

- (b) Non-bargaining unit employees will not perform any work that is normally performed by bargaining unit employees, if as a direct result a lay-off of bargaining unit employees, or a reduction in hours results.

Note: It is understood that the Nursing Supervisor, Kitchen Supervisor, Dining Room and Housekeeping Supervisor and the Executive Assistant are working Managers and as such routinely do bargaining unit work within the scope of their job.

- (c) During the term of this Collective Agreement there shall not be any contracting out of any work currently being performed by members of the bargaining unit, if as a result of such contracting out a layoff of any employees results from such contracting out.

3.04 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- (a) The Union has the right to elect or appoint a total of one (1) Unit Officer and two (2) Stewards. The Stewards are representatives of the employees in certain matters including the processing of grievances. When dealing with grievances, the Union shall be limited to a maximum of one (1) Steward and/or Unit officer in the processing of such grievances. The Union shall inform the Employer of the names of its Stewards and Unit Officer in writing.
- (b) C.U.P.E. Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and of enforcing bargaining rights of the employees under this Collective Agreement or under the law of Ontario.
- (c) When they are selected the name and area of each of the stewards shall be given to the employer in writing and the employer shall not be required to recognize any such steward until it has been so notified.

3.05 C.U.P.E. through its representatives, is recognized by the Employer as having the collective bargaining rights to represent employees in the bargaining unit covered by this agreement.

3.06 A Union Bargaining Committee shall be elected or appointed and consist of four (4) members of the Union, three (3) of whom shall be the President, 2nd Vice-President – Private Homes and the Unit Officer, for the purpose of renewing or amending the Collective Agreement. The Union will advise the employer of the Union nominees to the Committee.

ARTICLE 4 - NO DISCRIMINATION

4.01 EMPLOYER SHALL NOT DISCRIMINATE

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of his membership or activity in the Union or any other reason. The Union agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any matters within their control.

4.02 HUMAN RIGHTS ACT

Any claim by an employee, the Union or the Employer pertaining to a violation of the *Constitution of Canada*, the *Human Rights Act*, or the *Employment Standards Act*, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 ALL EMPLOYEES TO BE MEMBERS

All employees of the Employer, as covered under Article 3.01, shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union.

5.02 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

5.03 CHECK-OFF PAYMENTS

The Employer shall deduct from every employee, any dues, initiation fees or assessments levied in accordance with the Union Constitution and Bylaws.

5.04 As a condition of employment each employee shall sign a form authorizing the Employer to deduct each month an amount equal to Union dues from the employee's pay. Such authorization shall not be subject to cancellation.

GROSS EARNINGS: For the purpose of this section, it is defined as the total of monies paid for all hours worked during the pay period and is to include all regular hours, overtime hours, and all paid out hours for statutory holidays.

The amount checked off and any authorized initiation fees owing will be turned over to the Secretary-Treasurer of the Local Union not later than the 15th of the following month, together with an itemized list of employees for whom the deductions are made and the amount checked off for each..

The Employer will use its best efforts to comply with the provisions of this Article, and the Union agrees to indemnify and save the Employer harmless from any liability arising out of the Employer's application of this Article which requires the check off and remittance of Union Dues as set out above.

5.05 DUES RECEIPT

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each union member in the previous year.

5.06 INTERVIEWING OPPORTUNITY

- (a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and provide a copy of such agreement, upon hire. The Employer will advise a new employee of his/her applicable wage rate at the commencement of the Employee's employment.
- (b) The Employer agrees to provide a Union Steward with an opportunity to interview new employees once for a period of up to fifteen (15) minutes within the first thirty (30) days of the employee's employment. Such meeting will be held at a time and location that is mutually agreed upon between the Steward and the employee's immediate supervisor.

ARTICLE 6 - CORRESPONDENCE

6.01 CORRESPONDENCE

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director and the President of the Local Union, with copies to the Vice-President – Private Homes, Unit Officer and National Representative of the Union.

6.02 REPRESENTATIVES

The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with the names of its supervisory personnel with whom the Union may be required to transact business.

ARTICLE 7 - NO STRIKES, NO LOCKOUTS

- 7.01 There shall be no strike or lockout as long as this Agreement continues to operate. The words "strike" and "lockout" shall be defined as per the *Ontario Labour Relations Act*.
- 7.02 Should the Employer allege that the Union has engaged in a strike, as defined under the *Ontario Labour Relations Act* R.S.O. 1993, or should the Union allege that the Employer has engaged in a lockout, as defined under the *Ontario Labour Relations Act* R.S.O. 1993, either party may take the matter up at Step 2 of the grievance procedure.

ARTICLE 8 - UNION COMMITTEE

8.01 COOPERATION OF THE EMPLOYER

The Employer undertakes to instruct all members of its administrative supervisor staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement.

8.02 COOPERATION OF THE UNION

The Union undertakes to secure from its officers, stewards and members their cooperation with the Employer and with all persons representing the Employer in an administrative supervisory capacity in carrying out the terms and requirements of this Agreement.

8.03 PERMISSION TO LEAVE WORK

The Employer agrees that the Unit Officer and/or Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that she will not leave her work during working hours except to perform her duties under this Agreement. Therefore, no Steward or Unit Officer shall leave her work without obtaining the permission of her immediate supervisor, who's permission shall not be unreasonably withheld. Time taken for conducting the investigation shall not be unreasonable and the employee must report back upon the completion of the investigation.

8.04 REPRESENTATIVE OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

The Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives shall have reasonable access to the Employer's premises after notice has been given to the Employer and mutual arrangements made

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.

9.02 Formal Complaint - It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor or their designate the opportunity to adjust their complaint. A complaint shall only be considered if it is raised with the immediate supervisor within five (5) working days of the event giving rise to the complaint or within five (5) working days after the employee has or ought to have had knowledge of the event giving rise to the complaint. The immediate supervisor will provide a response within

five (5) working days. If the complaint is not satisfactorily resolved, the complaint may then be taken up as a grievance in the following manner:

- 9.03 Step 1 Failing a satisfactory settlement to the complaint, the employee, accompanied by a Union Representative, may present their written grievance to the Executive Director or their designate within five (5) working days following the response from the immediate supervisor. The grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee or designate submitting the grievance. The grievance should also contain a statement of the clause or clauses of this agreement said to have been violated.
- 9.04 Within five (5) working days of receipt of the written grievance, the Executive Director or their designate will arrange a meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate, and the Employee's Union Representative will attend this meeting. The decision of the Executive Director will be made known in writing within five (5) working days.
- 9.05 Step 2 Failing a satisfactory settlement in Step 1, the grievance may be submitted within five (5) working days of the reply at Step 1.
- 9.06 The Executive Director or their designate will then arrange a special meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate, and the Union Vice President, President or their designate will attend this meeting. A representative of the Union and a representative of the Employer may also attend. The aforementioned meeting will be scheduled within five (5) working days of receipt of the grievance or at such other date that is mutually agreed to by the parties. The decision of the Executive Director will be made known in writing within five (5) working days from the date of the Step 2 meeting.
- 9.07 Failing settlement at Step 2 the grievance may be submitted to Arbitration as set out in Article 10.
- 9.08 The parties may mutually agree to the assistance of a grievance mediation officer. The cost of the services of a Mediation officer shall be jointly shared by both parties. If no settlement is reached in mediation the time limits to apply for arbitration will commence the day after the mediation meeting.
- 9.09 A "Group Grievance" is defined as single grievance, signed by a Steward or a CUPE Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with Step #1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

ARTICLE 10 - ARBITRATION & GRIEVANCE MEDIATION PROCEDURE

- 10.01 When either party requests that a grievance be submitted to Arbitration as provided under this Collective Agreement, it shall make such request in writing addressed to the other party. The parties agree that grievances will be submitted to arbitration naming a sole arbitrator.
- 10.02 No matter may be submitted to Arbitration which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- 10.03 Each of the parties hereto shall jointly bear the expense of the Arbitrator.
- 10.04 The decision of the Arbitrator shall be binding upon the Union and the employee or employees affected; provided, however, that in no event shall the Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of this agreement.
- 10.05 Notwithstanding the above, the parties recognize that in the case of an Interest Arbitration, that a Board of Arbitration would be utilized under this process.
- 10.06 Grievance Mediation Process
- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) working days after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.
 - (b) The parties shall agree on a mediator.
 - (c) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
 - (d) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
 - (e) The Mediator will have the authority to meet separately with either party.
 - (f) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit to matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator without the permission of both the Union and the Employer. Nothing said or done by the mediator may be referred to Arbitration.
 - (g) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 11 - DISCHARGE & SUSPENSION

- 11.01 In the event an employee who has completed probation is dismissed from employment and the employee contends that the dismissal is without just and sufficient cause, the matter may be taken up as a grievance in accordance with Article 9. It is understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or discharge.
- 11.02 Such grievance shall start at Step 1 of the grievance procedure and be processed in accordance with the provision of that section (Article 9.02, Step 1).
- 11.03 All agreements reached under the grievance procedure between the Employer and its representatives, and the Union and its representatives, will be final and binding upon the Employer, the Union and the employee(s) involved.
- 11.04 Dismissal grievances will be settled by confirming the Employer's action or by reinstating the employee in a manner that is just and equitable in the opinion of the conferring parties or the board of arbitration, as the case may be.
- 11.05 Letters of reprimand are to be removed from an employee's record after twelve (12) months from the date of reprimand. Provided the employee does not receive any further disciplinary actions during the twelve (12) month period.
- Letters of suspension shall remain on an employee's record for eighteen (18) months, provided the employee does not receive any further suspension letter during the eighteen (18) month period.
- 11.06 Leaves of absence in excess of thirty (30) continuous calendar days will not count toward the periods noted above.
- 11.07 An employee subject to disciplinary action shall have the right to request the presence of a Union representative or if one is not available, a member representative of the employee's choice who is working on the current shift.
- 11.08 **Unless the employee specifies otherwise in writing, a copy of all disciplinary letters and letters of Termination will be sent to the CUPE Local 1263 Office, Attention Vice President – Private Homes.**
- 11.09 An employee shall have the right, upon reasonable written request, to have access to and review her personnel file, within seventy-two (72) hours of the written request, in the presence of the Executive Director or designate, and shall have the right to respond in writing to any document contained therein: which response shall become part of the permanent record. The employee shall have the right to request, in writing copies of any document that is considered part of the personnel file. This information is to be provided within three (3) days by the Employer. Any disagreement as to the accuracy of information contained in the employees file may be subject to the grievance procedure.

ARTICLE 12 - SENIORITY

12.01 Seniority as referred to in this Agreement shall mean the length of continuous service with the Employer and shall be on a bargaining unit wide basis.

12.02 An employee's seniority and all benefits and all seniority rights shall cease and the employee be deemed to be terminated if an employee:

- (a) is discharged for just cause and is not re-instated through the grievance or arbitration process;
- (b) resigns or quits;
- (c) fails to notify the Employer of his intention to return to work within forty eight (48) hours of receiving notification of recall by registered mail or fails to return to work within fourteen (14) calendar days after being notified by registered mail, delivered to his current address unless unable to do so because of sickness or accident of his recall from layoff. It shall be responsibility of the employee to keep the Employer informed of his current address;
- (d) is absent from work for more than twenty-four (24) months by reason of absence while on W.S.I.B.;
- (e) is absent from work in excess of three (3) working days without a reasonable excuse.
- (f) The employee has been laid off and not recalled to work for eighteen (18) months;
- (g) Fails to return to work from an authorized leave of absence, without a reason satisfactory to the Employer;
- (h) Accepts gainful employment during any leave of absence without obtaining the Employer's consent prior to the leave.
- (i) Absences occasioned by illness for more than twenty-four (24) months unless in violation of the Human Rights Code.

12.03 A seniority list will be revised two (2) times per year on January 15th and July 15th. A copy of the seniority list will be posted and a copy will be sent to the Vice President of Private Homes. The copy to the Union will include names, current addresses, phone numbers and personal emails if available. The seniority list for all employees will be in order of last date of hire. If two or more employees commence work on the same day, their position on the seniority list shall be in order of first (1st) shift worked; i.e. days, evenings, nights.

ARTICLE 13 - FULL-TIME AND PART TIME EMPLOYEES DEFINED

- 13.01 (a) A full-time employee is one who is regularly scheduled more than forty-eight hours (48) in a bi-weekly pay period on a regular and continuing basis.
- (b) A part-time employee is one who is regularly scheduled forty-eight hours or less in a bi-weekly pay period on a regular and continuing basis.
- (c) A casual part time employee” is an employee without regularly scheduled hours. It is understood there is no guarantee of hours for unscheduled employees and hours may fluctuate up and down without triggering a layoff. A casual part-time employee who is not on an approved leave, shall be deemed to have abandoned their job if they have not been available to work for a period in excess of two (2) months.
- (d)
1. A student shall be defined as those employees who are enrolled in full-time attendance at a community college, high school or other similar educational institution.
 2. Students shall be paid at the rates set out in Schedule “A” as long as they are students as defined above. When the condition set out above is no longer met by such employee she shall be laid off.
 3. A student, who has been laid off out of the student classification, may apply for any regular full-time or part-time position that the Home may have available. The students employment record, skill, ability and availability to perform the required tasks will be used as a basis for determining their suitability for employment in regular full-time or part-time positions. This should not be construed as a guarantee of employment or an offer of employment. Students hired for regular full-time or part-time positions will serve the probationary period as set out in the Collective Agreement.
 4. Students shall not be eligible for the payment in lieu of benefits.
- (e) Both parties agree that students and employees who are regularly employed for not more than twenty-four (24) hours per week shall have first preference over any person outside the bargaining unit in accordance with their seniority and qualifications when filling full-time positions.

13.02 PROBATION

- (a) A newly hired full-time employee shall be on probation for 450 working hours from the last date of hiring.
- (b) A newly hired part-time employee shall be on probation for 450 working hours worked.
- (c) The purpose of probation is to provide an opportunity for the Employer to determine whether an employee has the ability and qualities to become a reliable, competent employee and for the employee to determine whether the position is to her liking.

- (d) The probation period may be extended with prior notice and discussion with the union up to an additional fifty (50) hours. Such agreement shall be in writing.

ARTICLE 14 - LAYOFFS AND RECALLS

- 14.01 Both parties recognize that job security should increase in proportion to length of service.
- 14.02 It is agreed that a reduction of seven and one half (7.5) hours or less bi-weekly for part time employees shall not be viewed as a layoff under the terms of this agreement. The reduction of the hours will be initially deducted from the least senior employee in the classification. If the deductions require a further seven and one-half (7.5) hours or less bi-weekly, the next junior employee on the seniority list will be affected until the reduced hour requirements have been met.
- 14.03 In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority. The following procedure will be used to identify employees who will be affected by a layoff and provide the affected employee with their options:
- Step 1 - Notify Union 30 working days prior to the date of any layoff (where possible). The Employer and Union agree to meet to discuss the reason for the proposed layoff and areas affected. The Employer will provide the information noted in Step 2, 3 and 4.
- Step 2 - Provide Union with bi-weekly reductions of hours per classification.
- Step 3 - Provide the Union with revised blank schedules (of classifications that are directly affected or could be affected). Any concerns with proposed schedules are reviewed and discussed.
- Step 4 - Provide the Union with an updated Seniority List.
- Step 5 - Employees are notified of the reductions no less than 20 working days prior to any layoff (where possible). The Employer and the Union will explain the layoff process to the affected individual(s).
- Step 6 - Management and the Union will set a date for employees to pick their position. Both management and union representatives will be present at the meeting. Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) in order to allow the employee sufficient time to make their choice. The employees will also have the choice of coming in or providing a number where they can be reached at their set time. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff. Employees put their name down on any available vacant position or displace a more junior employee (providing qualified).
- Step 7 - Employees with no available positions would receive working notice or pay in lieu of notice equal to the applicable *Employment Standards Act*.

Step 8 - At the conclusion of this notice period the new schedule becomes active.

Note: It is further agreed that nothing prevents the Employer and Union from mutually agreeing to another process not considered or listed in this Article

- 14.04 No new employee shall be hired while there are employees on layoff who have the necessary qualifications, skills and ability to perform the duties of the job.
- 14.05 In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 14.03.
- 14.06 Laid off employees shall retain seniority, service and recall rights in accordance with 12.03 (f).
- 14.07 Employees on layoff shall be given preference for temporary vacancies which are expected to exceed fifteen (15) working days but less than eight (8) weeks as provided in Article #15 of the Collective Agreement. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. In such cases the job posting provision of the Collective Agreement is not considered violated.
- 14.08 The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the fourth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address on record with the Employer.

ARTICLE 15 - JOB POSTINGS AND VACANCIES

- 15.01 (a) When a permanent vacancy occurs due to a resignation or termination, or when a new position is created within the bargaining unit (unless the Employer intends to postpone or not fill a vacancy), the Employer **shall notify the Union in writing/electronically and** shall post notices of the position on the Employer's bulletin board (s) for a minimum of five (5) working days. Temporary vacancies which are expected to be in excess of *six (6) weeks* will be also posted.
- (b) The job posting notice shall stipulate the position open, qualifications required, departments and shift(s);
- (c) The Employer may fill a vacancy at its discretion until the job posting provisions have been completed and fully processed;
- (d) The Employer may engage in outside advertising for job applicants. New employees will not be hired to fill vacancies prior to the consideration of the applicants of bargaining unit employees for such vacancies.
- 15.02 All applications received will be considered within five (5) working days of the last day of posting of the notice under 15:01 (a). The Employer will consider the qualifications and ability

of the applicant and shall appoint the most senior applicant who can satisfy all of the requirements set out here in.

The name of the successful applicant will be posted on the Employer's main bulletin Board.

- 15.03 In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturday, Sunday and paid holidays.
- 15.04 If a vacancy is anticipated to be over six (6) weeks in duration because of extended illness or accident, pregnancy leave, WSIB, etc, the vacancy shall be posted and filled in accordance with Article 15 of this Agreement. Such posting shall clearly state that this is a temporary position and any employee who is successful in filling the temporary vacancy shall be returned to their former position with the Employer upon completion of the period of absence. The employee returning from their absence shall be returned to their former position held prior to their absence.
- 15.05 Transfers to positions with a different job title, the successful applicant shall have a trial period of two (2) months. Transfers shall become permanent after the trial period unless:
- (a) The employee feels that she is not suitable for the position and wishes to return to her former position, or
 - (b) The employer feels that the employee is not suitable for the position and requires that she return to her former position.
 - (c) In the event of either (a) or (b) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position and salary without loss of seniority.

ARTICLE 16 - HOURS OF WORK

- 16.01 The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week. The normal hours for full-time employees are seven and one-half (7½) hours per day plus an unpaid thirty (30) minute meal period and seventy-five (75) paid hours in a two (2) week period. Any employee prohibited from leaving the premises, in writing by the Employer, during their unpaid meal break shall receive one half (1/2) hour pay at their regular rate.
- 16.02 No employee shall be scheduled to work more than six (6) consecutive days except by written agreement between the parties. This requirement shall not apply between December 1st and January 15th each year.
- 16.03 Employees shall be scheduled at least every two (2) weekends off in each four (4) week period unless mutually agreed otherwise. This provision shall not apply in the event of an unscheduled absence of employee, or at times when the Employer alters the schedule to

accommodate an employee's request. The Employer will endeavour to arrange schedules so as to provide for every other weekend off.

This shall not be construed as requiring the Employer to hire additional staff. This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided. Employees who are on their weekend off shall not be subject to call-ins by the Employer unless they have requested to be called.

- 16.04 All scheduled shifts for all departments shall be posted four (4) full weeks in advance. Such schedules will show the employee's regular days of work, together with regular assigned time off. Once the schedule has been posted, there will be no rearrangement of said schedule without twenty-four (24) hours prior notice and mutual agreement of the affected employee, except in case of emergency or unless someone is returning after an illness.

No employee shall be required to work a split shift.

- 16.05 (a) Employees who work seven and one half (7.5) hours shall receive two (2) fifteen (15) minutes breaks with pay. One in the first four hours and one in the second four hours. They shall receive one half (1/2) hour unpaid lunch.

Employees who work six (6) hours shall receive two fifteen minute breaks with pay. One in the first part of their shift and one in the second part of their shift.

Employees who work more than four (4) hours but less than six (6) hours shall receive one fifteen (15) minute break with pay. This will occur in the middle portion of their shift.

- 16.06 The Employer shall maintain a call-in list. All employees will be included on the list unless a satisfactory reason to be removed from the list is given in writing to the Employer. Call-ins will be shared as fairly and equitably as possible based on the most senior employee being called first, on a rotating basis. Call-ins will be by shift, not by number of hours. Each call-in will be indicated in the call-in book as "accepted", "no answer" or "refused".

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees who are available would be eligible for overtime pay.

Part-time staff have regularly scheduled shifts and their first commitment is to those shifts.

ARTICLE 17 - OVERTIME AND PREMIUMS

17.01 OVERTIME DEFINED

Employees shall receive wages at the rate of one and one-half (1½) times the regular rate for all time in excess of 7.5 paid hours per shift and for all time in excess of seventy-five (75) paid hours in a bi-weekly pay period. Overtime shall not apply if it is the result of a voluntary switch of time at the request of the employee. All overtime must be approved by the Employer or the Employer's designate prior to any overtime being worked.

17.02 CALL-BACK PAY

A full-time employee who has been called back to work by the Employer after completing her earlier shift shall be paid for a minimum of three (3) hours at overtime rates providing her original shift was seven and one-half (7 ½ hours) in duration.

17.03 COMPENSATION FOR WORK ON 7TH DAY NOT REGULARLY SCHEDULED

No employee shall be scheduled to work more than six (6) consecutive days, except by agreement between the Employer and the employee, or except in the case of emergency. All work performed in excess of the above shall be paid for at a rate of time and one-half unless an agreement has been made.

17.04 TURN AROUND TIME

Except by agreement between the parties or except in the case of emergency, an employee shall have a break of at least twelve (12) hours between scheduled shifts. An employee who is required to start a new scheduled shift within twelve (12) hours of completing her previous shift, including overtime, shall be paid at the rate of time and one-half for all hours which fall within the twelve hour turnaround time.

17.05 REPORTING PAY

If an employee is scheduled to work a four or more hour shift reports for work and is notified that no work is available, she shall be paid a minimum of two (2) hours pay at her regular rate and shall remain at the Home.

17.06 Changes in the posted work schedule initiated by employees shall not result in overtime compensation or payment as a result of such changes.

17.07 Effective the next full pay period following ratification, all employees shall be paid a weekend premium of **thirty-five cents (\$0.35)** per hour for all hours worked between Friday at 2300 hours and Sunday at 2300 hours.

ARTICLE 18 - VACATIONS

18.01 All vacations must be taken within the vacation year, which runs from the start of the first pay period in January to the end of the last pay period in December.

18.02 Employees will be requested to record their vacation schedule preference on a sheet to be posted from October 1st to November 1st of each year. An approved vacation schedule will be posted by December 1st. Employees who fail to schedule their vacation during the posting period will be considered for vacation periods not previously committed on a first come, first served basis.

Unused vacations may not be accumulated without the prior approval in writing of the Executive Director of the Home.

- 18.03 Under extenuating circumstances the Executive Director will review and make a decision on a request by an employee for an advance of their vacation pay. The criteria for granting such a request will be related to personal hardship. Any advance allowed will be no more than fifty percent (50%) of their earned vacation pay.
- 18.04 The Employer shall determine the time when vacations may be taken and will give preference to the more senior employees who have requested specific time periods in compliance with the vacation posting notice. Taking into consideration that the Home is a continuous operation, the Employer shall endeavour to schedule vacation so that the vacation will commence immediately following an employee's regularly scheduled days off.
- 18.05 Effective January 1, 2021:

Employees shall be granted vacation with pay according to the following schedule:

		VACATION
(a)	Under one (1) year	4% of gross earnings for the period worked; time off at the rate of one (1) day per month, to a maximum of ten (10) working days.
(b)	One (1) year, but less than four (4) years	4% of gross earnings; Two (2) calendar weeks
(c)	Four (4) years, but less than eight (8) years	6% of gross earnings; Three (3) calendar weeks
(d)	Eight (8) years but less than fifteen (15) years	8% of gross earnings; Four (4) calendar weeks
(e)	More than fifteen (15) years	10% of gross earnings Five (5) calendar weeks
(f)	After twenty-five (25)	12% of gross earnings; Six (6) calendar weeks

Vacation pay shall be 2% of gross earnings for each week of vacation entitlement. Gross earnings will be based on the twelve (12) months immediately preceding the employees anniversary date.

Vacation pay shall be calculated at the applicable percentage of the employee's gross vacation earnings, with increases in the rate and time entitlement becoming effective in July following the employee's milestone anniversary. The accumulated vacation must be taken during the vacation year immediately following the year it was accumulated and not prior to that.

- 18.06 Effective January 1, 2021:

Part-time employees shall be granted vacations according to the following schedule:

(a)	Under 1800 hours	4% of gross earnings for the period worked; time off at the rate of one day per month to a maximum of 10
-----	------------------	--

		working days
(b)	1800 hours but less than 7200 hours	Two (2) calendar weeks
(c)	7,200 hours but less than 14,400 hours	Three (3) calendar weeks
(d)	14,400 but less than 27,000 hours	Four (4) calendar weeks
(e)	More than 27,000 hours	Five (5) calendar weeks
(f)	More than 45,000 hours	Six (6) calendar weeks

Vacation pay shall be 2% of gross earnings for each week of vacation entitlement. Gross earnings will be based on the twelve (12) months immediately preceding the employees anniversary date.

Vacation pay shall be calculated at the applicable percentage of the employee's gross earnings, with increases in the rate and time entitlement becoming effective in July following the employees milestone anniversary. The accumulated vacation must be taken during the vacation year immediately following the year it was accumulated and not prior to that.

- 18.07 (a) Full Time and Part-Time: All full-time employees entitled to vacation time off shall be paid their vacation pay when they take their vacation; it will be paid on the regular bi-weekly pay schedule, assuming they have sufficient funds in their vacation bank. Any vacation pay remaining in an employee's bank will be paid at the end of the vacation year. Employees may not request vacation pay in advance of their vacation. The accrued vacation must be taken during the vacation year immediately following the year it was accrued and not prior to that. An employee shall not be permitted to accumulate her vacation from one year to another.
- (b) Casual Part Time: All part time and unscheduled part time employees shall receive vacation pay with their biweekly pay.

ARTICLE 19 - PAID HOLIDAYS

19.01 For full-time employees who have completed their probationary period only, the Employer shall recognize the following as paid holidays:

- | | |
|----------------------------------|--|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Family Day | Please see Article 19.03 for Float Day |
| Day for Truth and Reconciliation | |

19.02 And any other day proclaimed as a Holiday by the Federal, Provincial or Municipal Government.

19.03 Float Day

The Employer agrees to grant **full-time and part-time employees** one (1) float day off with pay to be taken on a day mutually agreed upon between the Employer and the employee. **It is understood and agreed all casual employees and students as classified in the Collective Agreement shall receive Public Holiday Pay as described in the Employment Standards Act.**

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

- (a) Is absent for the normal shift immediately preceding or following the holiday, except where absence is due to illness or injury as substantiated by a doctor's note, if such note is requested by the Employer.
- (b) Having agreed to work on a paid holiday and does not report to work.

19.05 In order to qualify for holiday pay a full-time employee must work her full scheduled shift preceding and immediately following the holiday concerned. The Employer shall endeavour to schedule such that no employee shall be required to work more than 50% of the above noted Paid Holidays in a calendar year.

19.06 Employees eligible for holiday pay shall credited with pay computed at straight time for the holidays referred to above.

19.07 An full time employee who qualifies for holiday pay and who works on the holiday will receive pay at the rate of time and one half (1 1/2) the employee's regular rate for the work performed on such holiday. In addition, they shall receive a lieu day with the holiday pay at a time mutually agreeable to the Employer and the employee. Such time shall be taken within ninety (90) days of the holiday. If unable to schedule the lieu day a day's pay will be paid out.

19.08 If one of the above named holidays occurs on an employee's regular day off or during her vacation period, the employee shall receive an additional day off in lieu thereof within ninety (90) days after the holiday unless otherwise arranged between the employee and the supervisor. If unable to schedule the lieu day a day's pay will be paid out.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 PAY DAYS

Wages, in accordance with Schedule 'A' attached hereto and forming part of this Collective Agreement, shall be paid on Thursdays on a bi-weekly basis. Wages shall be directly deposited into an employee's bank account based on the information that is provided by the employee to the Home. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, bonuses, deductions and vacation entitlement.

It is the employee's responsibility to keep the Employer informed of any changes in the employee's banking information from time to time.

Upon being notified by the employee and upon being verified by the Employer, the Employer shall issue a direct deposit to cover any shortages in an employee's pay cheque in excess of fifty (\$50) dollars within three (3) business days of being notified by the Employee.

The Employer will utilize electronic pay stubs.

20.02 PAY ON TRANSFER TO LOWER RATED POSITION

When an employee temporarily substitutes in a position paying a lower rate, her rate shall not be reduced. When an employee temporarily substitutes in a position paying a higher rate, she shall receive the higher rate.

ARTICLE 21 - SICK LEAVE

21.01 Full time employees shall be entitled to a sick leave plan based on the following:

- a) Sick leave shall be for the sole purpose of protecting full time employees from loss of income due to legitimate illness.
- b) All full-time employees who have completed their probationary period shall accumulate sick time credits based on the following schedule:
 - i) Sick credits will accumulate at the rate of 7.5 hours for each period of 150 hours worked.
 - ii) The unused portion of an employee's sick leave shall accrue for her/his future benefit to a maximum on seventy-five (75) hours of credit. Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness.
 - iii) An employee who is injured and receiving payments from the Workers' Compensation Board will not be paid from her sick leave credits by the Employer..
 - iv) An employee shall notify the Employer of sickness at least two (2) hours prior to the commencement of their day shift and four (4) hours before the evening and night shift, unless impossible.
 - v) An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, or when absent from work before or after a scheduled day off. The Employer will pay for the medical certificate if requesting same with a proof of payment to a maximum of **thirty dollars (\$30.00)**.
 - vi) No employee may receive sick pay credits for more than 75 hours per year.

vii) January 1st of each year full time employees will be credited with fifty (50%) percent of their unused portion of sick leave for use in the following year.

- (c) A full-time employee shall be entitled to have those days absent due to sickness from her scheduled shift paid for at her normal rate for the hours missed, so long as she has sick leave credits. The amount of sick leave credits shall be reduced by the number of hours the employee claims payment.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 UNION LEAVE

- a) Employees selected by the Union to attend conventions, conferences and educational seminars for the Union shall, where reasonably possible, be granted leaves of absence without pay for the same provided the Employer is given four (4) weeks notice in writing. No more than two (2) employees may be absent at any one time. Such leaves without pay shall not total more than one hundred (100) working days, in one calendar year. The Employer will continue to pay the employee's salary and benefits and invoice the Union for same.

Upon receipt of reasonable notice the Employer shall grant leave of absence without pay and without loss of seniority and without further accumulation of seniority to only one (1) employee who is elected or selected for a full or part-time position with CUPE Local 1263, CUPE National, CUPE Ontario Division, The Ontario Federation of Labour or Canadian Labour Congress. The employee shall be entitled to return to her former position and former shift if their shift was assigned, at the expiration of the period or to another position in accordance with her ability and seniority, if her former position is not available.

Seniority and sick leave credit status for such employee shall be re-established by the Employer at the time of expiry of the original term of office.

- b) An employee promoted to a position with the National Union shall be granted a leave of absence for two years. Such leave may be renewed annually upon request of the employee. This leave is without pay and without any cost to the employer.

22.02 PARENTAL/PREGNANCY LEAVE

Parental/pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time.

22.03 BEREAVEMENT LEAVE

- (a) Upon the death of an employee's spouse, child, parent, sibling, mother-in-law, father-in-law, grandparent or grandchild, step parent, step child, **still birth**, the employee shall be granted leave up to a maximum of five (5) days without loss of pay.

- (b) Upon the death of an employee's brother-in-law, sister-in-law, legal guardian, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay
- (c) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his aunt/uncle, niece or nephew.
- (d) It is understood that if bereavement occurs during an employees vacation period the employee may upon request have the vacation days substituted with their bereavement entitlement and the vacation days will be rescheduled for future use.

Note: Where it is necessary because of distance, the employee may be provided up to four (4) additional days of unpaid leave.

- (e) Bereavement leave payment is only for the days actually scheduled to work that fall within the specified time.

Note: Where it is necessary because of distance, the employee shall be granted an unpaid leave of absence not to exceed ten (10) working days.

- (f) Employees may be granted flexibility to distribute the bereavement leave over two (2) occasions, not exceeding their entitlement above, to accommodate a future funeral/celebration of life date. It is understood that if the employee requests to divide the leave, this request must be made to the employee's manager at the time of the first request.

22.04 JURY DUTY

When an employee is required to serve on a jury, she shall be relieved of her duties for such time as it may require. It is the employee's responsibility to come to work on any day that would otherwise be a scheduled working day that she is not actually required for jury duty, or to be present in court. The employee shall not lose any seniority or benefits during jury duty leave.

22.05 EDUCATION LEAVE

An employee shall be entitled to a leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications providing the Employer is able to adequately staff the Home without violating scheduling requirements or causing any employee to work overtime.

22.06 GENERAL LEAVE

If an employee has no vacation time left, the Employer may grant a leave of absence without pay to any employee for legitimate personal reasons. The employee, to be considered for such leave of absence, must make her request known to the Home, in writing, as soon as possible as the need for such leave becomes known to the employee. Such consent shall not

be unreasonably withheld, having regard for the reason for the requested leave and the staffing requirements of the Home.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 (a) The following benefits apply to full-time employees only who have completed probation. Effective the first full calendar month following the date of ratification unless such benefit is presently in place.

- (1) The Employer shall pay 75% of the premium cost for a supplementary health insurance plan which includes drugs, semi-private hospitalization and effective on Ratification a no-deductible vision coverage of **three hundred dollars (\$300.00)** and a reimbursement of seventy five dollars (\$75.00) with receipt for eye exam every twenty-four (24) months for employees and eligible dependants. Drugs will be reimbursed at ninety percent (90%) and the current \$3.00 dispensing fee to be paid by the employee.

Note: The Employer shall pay 75% of the premium cost for a supplementary health insurance plan which includes the above noted benefits.

- (2) **The Employer shall pay 100% of the premium cost for \$25,000 group life insurance and accidental death and dismemberment for all eligible employees at age 65.**

Effective June 2026, the Employer shall pay 100% of the premium cost for \$30,000 group life insurance and accidental death and dismemberment for all eligible employees at age 65.

Both the life insurance and accidental death and dismemberment coverage will be reduced to \$12,500 and cease at age 70.

- (3) Previous Dental Plan-based on the current Dental Association Suggested schedule of Fees for General Practitioners. The Employer will pay seventy percent (70%) of the premiums. There is a twenty-five (\$25.00) single and a fifty (\$50.00) family deductible with a **two thousand two hundred (\$2200.00)** maximum for preventative and maintenance coverage.
- (b) Notwithstanding any other provisions of the Collective Agreement, the Employer is not obliged to make any premium payments in respect of any employee who is on layoff, or leave of absence (including union leave, etc.) in excess of thirty (30) calendar days. Employees whose illness continues beyond the coverage therein provided, shall be permitted to continue coverage at their own expense for a period of up to twelve (12) months provided the premiums are paid to the Employer on a monthly basis by the 5th of the month that the premium is due.

If timely payment is not made coverage will cease until the employee is eligible to be covered after she/he returns to work.

23.02 PART-TIME BENEFITS

Effective on Ratification a part-time employee who has completed probation, not including students shall receive in lieu of benefits, sick leave, and holiday pay an amount of nine and one half percent (9.5%). Effective April 1, 2023 this will increase to ten percent (10%). It is understood and agreed that a part-time employee working on a holiday will receive one and one half (1 ½) times her straight time hourly rate for all hours worked on the holiday.

Life Insurance

Life Insurance coverage will be extended to part time employees.

Employer offered.

Employer paid 100%.

Life Insurance Flat \$10000.

Benefit reduces by 50% at age 65.

Terminates at age 70.

EAP

The Employer shall provide an EAP program for all Employees.

23.03 UNIFORM ALLOWANCE

- (a) Uniform allowance is for the sole and exclusive purpose of maintaining appropriate work attire at all times. Employees shall have the responsibility of cleaning and maintaining their uniform in a state of good repair. Employees may be required to replace their uniform if it is not in a state of good repair. Uniforms for staff of all departments must be purchased from the supplier chosen by the Employer. No exceptions will be permitted unless otherwise approved by the Employer.
- (b) The Employer shall provide a uniform allowance for all employees who are required by the Employer to wear a uniform which shall be paid at the rate of nine cents (9¢) per hour worked. The uniform allowance will be payable on a bi-weekly basis.

ARTICLE 24 - HEALTH AND SAFETY COMMITTEE

24.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury or illness and as such will comply with the *Health and Safety Act (Ontario)* as amended from time to time. A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the bargaining unit, who shall identify potential dangers, recommend means of improving the health and safety programs and obtaining the identification of hazards and standards. The committee shall normally meet every three (3) months.

Scheduled time spent in such meetings is to be considered as time worked. Minutes shall be taken of all meetings and copies shall be distributed to the Employer and the Union.

- 24.02 A worker health and safety representative shall inspect the physical condition of the workplace at least once a month and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives who are at work shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.

It is agreed that at least one (1) worker member of the Joint Health and Safety Committee will successfully complete certification training. Such training will be provided at the Employer's time and expense, and, will be considered as time worked with no loss of wages.

Furthermore, such representatives who are at work must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all activities shall be considered as time worked.

- 24.03 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

24.04 WORKPLACE SAFETY AND INSURANCE BOARD

For an employee who is absent due to illness or injury that is compensable under the *Workplace Safety and Insurance Act*, the following shall apply:

- (a) All employees shall be covered by Workers' Safety and Insurance Act as per agreed to items dated April 12, 2022.
- (b) An employee will be ineligible for paid holiday vacation pay, sick leave or any other benefits mentioned in this Agreement during any absence covered under the *Workplace Safety and Insurance Act* except where specified otherwise in the *Act*.

ARTICLE 25 - GENERAL

- 25.01 The Employer agrees to provide a bulletin board for the Union to use for the purpose of posting information concerning union business. It is further agreed that copies of such notices must be approved by the Employer prior to posting. Such permission will not unreasonably withheld.
- 25.02 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason the union shall print sufficient copies of the agreement. The Employer will split the cost of reproducing no more than one hundred (100) copies of the Collective Agreement.
- 25.03 The Employer and the Union agree that under no circumstances will there be any pyramiding of benefits or payments under this Agreement.

25.04 LABOUR-MANAGEMENT COMMITTEE

The Union and the Employer shall meet at a time agreed upon for the purpose of discussing matters arising out of the administration of this Agreement. Such meetings will be scheduled twice yearly, with dates for the year agreed upon no later than January 31st of the current year, unless otherwise arranged by the parties. Either party may request a meeting should the need arise. Employees attending these meetings will not suffer loss of wages.

ARTICLE 26 - TERM OF AGREEMENT

26.01 DURATION

- (a) This Agreement shall continue in effect from **April 1, 2025 to March 31, 2027** and shall continue automatically thereafter during an annual period of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.
- (b) In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days following such notification.
- (c) If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, the Agreement shall be automatically extended until consummation of a new Agreement or completion of the proceeding prescribed under the *Labour Relations Act*, 1993, of the Province of Ontario and the *Hospital Labour Disputes Arbitration Act*, 1980, as amended, whichever should first occur.
- (d) All employees currently employed and those who have retired through normal retirement prior to the date of ratification by the parties shall receive retroactive rate adjustment within thirty (30) days of ratification of this agreement or award.

Signed electronically this 5th day of September 2025.

OXFORD SC LUNDY NIAGARA LP
<u>Brenda Allison RPN</u> <small>Brenda Allison RPN (Sep 9, 2025 18:38:35 EDT)</small>
<u>Leanne McHenry</u> <small>Leanne McHenry (Sep 8, 2025 10:10:07 EDT)</small>

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1263
<u>Linda D'Addario</u> <small>Linda D'Addario (Sep 8, 2025 10:31:48 EDT)</small>
<u>Cathy Pirsoy</u> <small>Cathy Pirsoy (Sep 8, 2025 11:55:11 EDT)</small>
<u>Raylene pharand</u> <small>Raylene pharand (Sep 22, 2025 12:00:58 EDT)</small>
<u>cindy milne</u> <small>cindy milne (Sep 7, 2025 18:25:56 EDT)</small>

[Handwritten signature]

SCHEDULE 'A' – WAGES

CLASSIFICATION		October 17, 2024	April 1 2025	October 1, 2025	April 1, 2026
RPN	Start	24.35	25.20	25.20	26.08
	Year 1 (1800hrs)	25.14	26.02	26.02	26.93
	Year 2 (3600hrs)	25.62	26.52	26.52	27.44
UCP	Start	23.08	23.89	23.89	24.72
	Year 1 (1800hrs)	23.88	24.72	24.72	25.58
	Year 2 (3600hrs)	24.37	25.22	25.22	26.11
PSW	Start	18.38	19.02	19.22	19.69
	Year 1 (1800hrs)	18.81	19.47	19.67	20.15
	Year 2 (3600hrs)	19.43	20.38	20.58	21.30
			+0.13	+0.20	
Cook	Start	17.68	18.30	18.50	19.15
	Year 1 (1800hrs)	18.47	19.12	19.32	19.99
	Year 2 (3600hrs)	19.57	20.25	20.45	21.17
Reception	Start	17.71	18.33	18.33	18.97
	Year 1 (1800hrs)	18.47	19.12	19.12	19.79
	Year 2 (3600hrs)	20.11	20.81	20.81	21.54
DHL	Start	17.60	18.22	18.42	19.06
	Year 1 (1800hrs)	17.65	18.27	18.47	19.11
	Year 2 (3600hrs)	17.84	18.46	18.66	19.32
Recreation	Start	17.54	18.15	18.15	18.79
	Year 1 (1800hrs)	17.60	18.22	18.22	18.85
	Year 2 (3600hrs)	17.70	18.32	18.32	18.96
Maintenance Assistance	Start	17.54	18.15	18.15	18.79
	Year 1 (1800hrs)	18.08	18.71	18.71	19.37
	Year 2 (3600hrs)	18.89	19.55	19.55	20.24
Student	ESA				

LETTER OF UNDERSTANDING #1

BETWEEN:

OXFORD SC LUNDY NIAGARA LP
(Hereinafter referred to as the Employer)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263

(Hereinafter referred to as the Union)

RE: LEAD HAND PREMIUM COOK AND DIETARY AIDE

It is understood and agreed that the employer will pay an additional hourly premium for the designated employee as Lead Hand.

\$1 per hour for Dietary Aide Lead Hand
\$1 per hour for Cook Lead Hand

Job duties to be assigned by the Employer. Lead Hand Premium Cook and Dietary Aide can be rescinded at anytime with a min of 30 days' notice to the union. All members would resume the duties and wage of their respective job classifications. Compensation to be back dated to time of vacancy of the Director of Culinary Services position. The position will be assigned upon the sole discretion of the Employer.

Signed electronically this 5th day of September 2025.

OXFORD SC LUNDY NIAGARA LP

CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 1263

Brenda Allison RPN
Brenda Allison RPN (Sep 9, 2025 16:38:35 EDT)

Linda D'Addario
Linda D'Addario (Sep 8, 2025 16:31:18 EDT)

Leanne McHenry
Leanne McHenry (Sep 8, 2025 16:10:07 EDT)

Cathy Pirson
Cathy Pirson (Sep 8, 2025 11:55:11 EDT)

Raylene Pharand
Raylene Pharand (Sep 22, 2025 12:00:58 EDT)

cindy milne
cindy milne (Sep 7, 2025 18:25:56 EDT)

[Handwritten signature]

LETTER OF UNDERSTANDING #2

BETWEEN:

**OXFORD SC LUNDY NIAGARA LP
(Hereinafter referred to as the Employer)**

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263**

(Hereinafter referred to as the Union)

RE: ORCA

The Employer will facilitate ORCA training on site during the employees working hours, at the workplace

Signed electronically this 5th day of September 2025.

OXFORD SC LUNDY NIAGARA LP

**CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 1263**

Brenda Allison RPN
Brenda Allison RPN (Sep 9, 2025 18:38:35 EDT)

Linda D'Addario
Linda D'Addario (Sep 8, 2025 10:31:48 EDT)

Leanne McHenry
Leanne McHenry (Sep 8, 2025 16:10:07 EDT)

Cathy Pirson
Cathy Pirson (Sep 8, 2025 11:55:11 EDT)

Raylene pharand
Raylene pharand (Sep 22, 2025 12:00:58 EDT)

cindy milne
cindy milne (Sep 7, 2025 18:25:56 EDT)

[Handwritten mark]