COLLECTIVE AGREEMENT

Between:

LLGP III INC. O/A PLYMOUTH CORDAGE RETIREMENT RESIDENCE
"The Employer"

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263
(hereinafter called the "Union")

January 1, 2025 to December 31, 2026

Kb/ac/cope491

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ARTICLE 1 - PURPOSE

1.01 (a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;

(b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to this agreement.

(c) To ensure efficient and harmonious operation of LLGP III Inc. o/a Plymouth Cordage Retirement Residence.

(d) Provide for the prompt and peaceful adjustment of differences which may arise between employees and the Employer;

(e) Set forth the rates of pay, hours of work and other conditions of employment to be observed by the parties;

(f) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of LLGP III Inc. o/a Plymouth Cordage Retirement Residence save and except supervisors and persons above the rank of supervisors and Administrative Assistant.

2.02 The word "employee" in this Agreement shall mean the employees of the Employer for whom the Union is the bargaining agent as set out in Section 2.0l.

2.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer, or its representatives, which conflicts with the terms of this Agreement.

2.04 Persons (paid and unpaid) who are not in the bargaining unit shall not work on any jobs which are in the bargaining unit except for the purposes of instruction, experimentation or in emergencies when regular employees are not available, and providing that the

performance of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

Unpaid persons may only be permitted to engage in Bargaining Unit Work as mutual agreed by the parties. Such agreements shall be in writing.

The use of unpaid personnel shall not result in the lay-off or reduction in scheduled hours of any member of the bargaining unit.

ARTICLE 3 - DEFINITION OF EMPLOYEES

3.01 Employees shall be defined in this Agreement in the following categories:

(a) Full time employees - those employees who regularly work more than 48 hours bi-weekly;

(b) Part time employees - those employees who regularly work 48 hours bi-weekly or less;

(c) Casual Part Time – those employees who do not have regularly scheduled hours, but who are called in to work due to the absence of a regular employee

3.02 No employee shall be laid off during the life and term of the Collective Agreement as a result of contracting out of Bargaining Unit work.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.01 The Employer agrees to deduct such regular monthly dues, as are levied upon all members of the Union in accordance with its constitution and by-laws, from each pay of all employees and of all new employees, after thirty (30) calendar days of employment.

4.02 The amount of such regular monthly union dues shall be certified to the Employer by the Secretary-Treasurer of the Union.

4.03 (a) The total amount of the monthly deductions will be remitted regularly each month by the Employer to the Secretary-Treasurer of the Union.

(b) With the first transmission of dues and every month thereafter, the Employer will deliver a list of the employees' names, addresses and phone numbers from whom the deductions were made and the amount of the deductions.

4.04 The Employer will use its best endeavours to comply with the provisions of this Article, but it is relieved by the Union of any and all responsibility and/or liability for deducting or failure to deduct Union dues.

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

ARTICLE 5 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

5.01 A union representative shall be given an opportunity to meeting each new employee within regular working hours without loss of pay during the first month of employment. Such interview shall be for the purpose of acquainting the new employee with the benefits and the duties of union membership and of the employee's responsibilities and obligations to the union. Such meeting shall be conducted at a convenient time and shall not exceed fifteen minutes.

ARTICLE 6 - NO DISCRIMINATION

6.01 The Employer shall not discriminate against employees with respect to the terms or conditions of employment on any of the prohibited grounds of discrimination under the Ontario Human Rights Code.

There shall be no discrimination against or intimidation of any employee for reasons of Union membership or for Union activity or for exercising any of the rights under any Ontario Labour Legislation.

ARTICLE 7 – MANAGEMENTS RIGHTS

7.01 The Union acknowledges and recognizes that the management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency;

(b) make and enforce and alter from time to time reasonable rules and regulations to be observed by all employees;

(c) hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim of discharge without just cause by an employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided;

(d) determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance; plan, direct, control and alter all operations; determine in the interest of efficient operation and highest standards of service the direction of the working forces, the number of personnel required, the services to be provided and the methods, procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the classifications and the hours of work, establish, modify, combine or abolish job classifications and create, modify eliminate or discontinue any job in whole or in part the work assignments, the methods of doing the work and the working establishment for any service and the standards of performance for all employees; may require the medical examination of an employee at the Employer's expense by a physician designed or approved by it.

(e) Determine the qualifications of employees, the number of employees required by the employer at any one time; introduce

new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce personnel in any particular area; generally, solely and exclusively manage the Agency and its operations without interference subject to the express terms of this Agreement.

7.02 (a) The Employer also has the right to make and alter from time to time, rules, regulations and policy to be observed by the employees, provided that no change shall be made by the Employer in such rules, regulations and policies without prior notice to and discussion with the Union.

(b) Copies of all rules and regulations adopted by the Employer which affect the employees in the bargaining unit are to be posted on all bulletin boards and copies forwarded to the Union the same day.

7.03 Rights and responsibilities as set out in Article 7 shall be exercised in accordance with this Agreement. A claim that the Employer has exercised these rights in a manner inconsistent with any provisions of this Agreement, may be the subject of a grievance.

ARTICLE 8 - UNION COMMITTEE AND STEWARDS

8.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall notify the Employer in writing of the names of its officers, Vice President - Private Homes, stewards and the Union Committee and the area over which each Steward is responsible. The Union will be notified in writing of the names, **and** titles of the Management group.

8.02 The Union shall have the right at any time to have the assistance of the National Representative when dealing or negotiating with the Employer. With the prior consent of the employer**, the National** Representative shall have access to the Employer's premises, in order to investigate or assist in the settlement of a grievance. Prior to this investigation, such National Representative, or their designate will be required to notify the Administrator, of their Representative of their presence in Plymouth Cordage Retirement Community.

8.03 The Employer will recognize:

(a) Three (3) Stewards including the Unit Officer, all of whom shall be employees of the Employer; and

(b) The Union Grievance Committee of two (2) employees of the Employer, one (1) of whom shall be the Unit Officer of the Local unit, together with the President and Vice President - Private Homes.

(c) A Union Bargaining Committee shall be set up consisting of two (2) employees, one being the Unit Officer, of the Employer, together with the President and Vice President - Private Homes of Local 1263 and three (3) representatives of the Employer, to set up and deal with such matters as reviewing and negotiating amendments to this agreement. The Union shall inform the Employer of names of the nominees to the Committee.

(d) A Labour Management Committee shall be set up consisting of two (2) employees of the Employer, together with the President and Vice President - Private Homes of Local 1263 and two (2) representatives of the Employer. The employee representatives of the Union for such committee must have completed their probationary period, in order to qualify for such committee.

8.04 Unit Officer, Stewards and Committee members have regular duties to perform on behalf of the Employer. No such employee will absent themselves from their regular duties unreasonably, in order to deal with Grievances, or other Union business; nor will they leave their regular duties prior to receiving permission from their Supervisor. Such permission to leave will not be unreasonably withheld.

8.05 In accordance with this understanding the Employer will compensate employees of the Employer for regularly scheduled work time spent in servicing grievances and attending meetings between the parties involving the interpretation, application or administration of the agreement. Employee representation at meetings between the parties related to future amendments to the collective agreement will be compensated up to but not including arbitration.

ARTICLE 9 - GRIEVANCE PROCEDURE

Working days is defined as Monday to Friday and excludes holidays. **Timelines** may be extended upon mutual consent, **in writing,** which shall not be unreasonably withheld.

9.01 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 Supervisor the opportunity of adjusting the complaint. At this point the employee shall arrange for the presence of their Steward.

If the complaint cannot be addressed at this stage the Union Representative can advise the Supervisor that they wish to proceed with a formal complaint.

Such complaint shall be discussed with their Supervisor within ten (10) working days after the circumstances giving rise to the event. The Supervisor shall give their reply in writing within ten (10) days.

Failing satisfactory settlement, the Grievance procedure herein shall apply.

9.02 A claim by an employee that they have been unjustly disciplined shall be treated as a Grievance if a written statement of such Grievance is lodged with the Administrator or designate. Discharge or suspension shall be dealt with at Written Grievance stage (Step 1) of the Grievance procedure.

9.03 Written Grievance – Step 1

Within seven (7) working days following the decision under the Formal Complaint the Employee/Union may submit the written Grievance to the Administrator or Designate.

The Administrator or designate shall schedule a meeting with the Vice President or designate and Unit Officer or designate within seven (7) days of receipt of the Grievance to hear the Grievance. The Grievor the CUPE National Representative and the President shall have the right to attend this meeting.

The decision of the Administrator or their designate shall be given to the Union, in writing, within ten (10) working days following this meeting.

Should the Administrator or their designate fail to render their decision as required or failing settlement, the grievance may be referred to Arbitration within fifteen (15) days of receipt of the Administrator or their designates decision in accordance with Article 9.

9.04 Should an employee refuse Union representation, at any time through the Grievance procedure, the Employer will have the employee sign a waiver release and provide a copy of the waiver release to the Union, should the Union request said copy.

9.05 Group or Policy Grievances

Within ten (10) days of the event upon which the Grievance is based, the Employer or the Union may submit a Grievance in writing to the other alleging the violation of a term of this Agreement. Such Grievance shall set out the facts of the section or sections of the Agreement claimed to be violated or relied upon and the matter shall be dealt with in accordance with (Written Grievance Step 1) and the balance of the Grievance procedure. No Grievance shall be submitted by the Union under this Clause 9.05 unless it involves more than one (1) employee, or unless it is a matter regarding which the Employer has established a written policy.

9.06 When more than one (1) employee has a common Grievance, a single Grievance shall be presented as provided in (Written Grievance Step 1) and shall set out names of the employees to whom it applies.

9.07 Employer Grievance

The Employer shall have the right to file a Grievance as contemplated by the Ontario Labour Relations Act and the procedure shall be as follows:

Step 1: The Employer on behalf of management shall lodge the Grievance with the President of the Local within seven (7)

working days of occurrence giving rise to the Grievance. Within ten (10) working days of receipt of the Grievance, the President of the Local and two other elected or appointed officers of the Union shall meet with the Employer to discuss the Grievance.

Within ten (10) working days after the said meeting, the President of the Local shall deliver to the Employer the Union's answer to the Grievance.

Step 2: If the Employer is not satisfied with the disposition of the Grievance by the Union Grievance Committee, the matter shall be submitted to Arbitration as set forth in Article 9 shall apply.

9.08 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) 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 arbitration.

(b) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

(c) The parties shall agree on a mediator.

(d) 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.

(e) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.

(f) The Mediator will have the authority to meet separately with either party.

(g) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitrate 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. Nothing said or done by the mediator may be referred to Arbitration.

(h) The Union and Employer will share equally the costs of the mediator.

If no settlement is reached in mediation the time limits to apply for arbitration will commence the day after the mediation meeting.

9.09 Arbitration

Wherever Arbitration is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to Arbitration and the other provisions referring to an Arbitrator shall appropriately apply.

9.10 When either party requests that a Grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain a formal statement of the subject of the Grievance and the party's proposed arbitrators'.

9.11 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular Grievance concerned.

9.12 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own Nominee and one half of the expenses and fees of the Arbitrator or Chairperson of the Arbitration Board.

9.13 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairperson shall govern.

9.14 All agreements reached under the Grievance and Arbitration procedures 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.

9.15 No matter may be submitted to Arbitration which has not been properly carried through all requisite steps of the Grievance procedure.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

10.01 The Unit Officer or a Steward must be present at any meeting between the Employer and the employee when any disciplinary action is discussed.

A claim by the employee that they have been unjustly discharged or suspended or who has received a written warning stating in part that further disciplinary action may result in suspension or discharge shall be the subject of a grievance at Step 1 of the grievance procedure if such is submitted to the employer within five (5) working days of the date of written notice of the disciplinary action.

10.02 The Employer shall, within five (5) working days of receipt of such grievance, reply in writing to the grievance stating the action taken and shall forward copies to the Vice President - Private Homes and Unit Officer and/or Steward involved. Such reply shall state details on which the decision is based.

10.03 Should an employee not want a Union representative present during discussion with the Employer, they shall be required to sign a statement to that effect and the Employer shall not be obliged to have a Union representative present.

10.04 Such grievance shall be settled by confirming the Employer's action in discharging, suspending or disciplining the employee or by reinstating the employee with full compensation for time lost, or by any other arrangements, which are just and equitable in the opinion of the conferring parties, or by the decision of an arbitration board if the grievance is so referred.

10.05 The Employer will not rely upon or refer to discipline notations and written warnings contained in employee's file after twelve (12) months if there has been no intervening disciplinary action taken by the

Employer. Notwithstanding the foregoing, the parties mutually agree that all disciplinary action related to resident and/or family interaction will remain on file for eighteen (18) months. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twelve (12) **or eighteen (18)** month period noted above.

10.06 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 residents by employees will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents.

10.07 An employee shall have the right to make an appointment upon 48 hours notice to the Administrator to have access to and review their personnel **file**.

ARTICLE 11 - NO STRIKES OR LOCKOUTS

11.01 During the life of this Agreement, the Union agrees there will be no strike and the Employer agrees that there will be no lockout. The definition of the words "strike" and "lockout" shall be those set forth in the Labour Relations Act, Ontario, as amended from time to time.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 A newly hired employee shall be placed on the Seniority List as at the date of their hiring, after having successfully completed a probationary period of four hundred and fifty (450) hours or six (6) months paid employment (whichever comes first). On or before the expiry date of the probationary period, the Employer will confirm in writing to the employee the decision to:

(a) Confirm their appointment as having completed their probation; or

(b) Enact the Employer's right to terminate the employment of a probationary employee at any time during the probation period, except as provided in the Ontario Labour Relations Act, or unless the Union claims discrimination as noted in Article 6. During the probationary period, Employees shall be entitled to

all rights and privileges of the Agreement except as otherwise stated in this Collective Agreement.

ARTICLE 13 - SENIORITY

13.01 Seniority is defined for purposes of this agreement as the length of service of any employee of the Employer computed from the date of hire for, full time employees and actual hours paid for part time employees, after such employee attained seniority by completing their probationary period, and shall apply only to the extent specifically provided in this agreement.

13.02 The Employer shall prepare two seniority lists, one for full time employees based on date of hire and one for part time employees which will be based on all actual hours paid.

13.03 The Employer shall post copies of the lists and forward a copy to the Union office. The list shall be brought up to date as at the end of January and July of each year and copies shall be posted, and a copy sent to the Union office.

13.04 For the purpose of placement on the seniority lists, the following provisions shall apply:

(a) When an employee transfers from full-time to part time they shall be transferred to the part-time seniority list by taking, years from date of hire and/or seniority date x 1950 hours = hours worked.

(b) When an employee transfers from part-time to full-time, they shall be transferred to the full-time seniority list by taking hours paid divided by 1950 hours = seniority date.

(c) A part-time employee on an approved leave of absence will be credited hours paid using the following calculation, credited hours paid will be to a maximum of three (3) months:

Total number of hours paid during past 12 weeks divided by 12 = average number of hours per week.

ARTICLE 14 - LOSS OF SENIORITY

14.01 Seniority shall be lost and an employee shall be deemed to have terminated their employment with the Employer if they;

(a) voluntarily resigns;

(b) is discharged, and is not reinstated through the grievance procedure;

(c) fails to report for work within five (5) working days after notification of recall is sent by the Employer by a receipted delivery mail system to the employee's last known address.

(d) is laid off for a period in excess of twenty-four (24) months;

(e) fails to report to work upon the expiration of any leave of absence which was granted to them;

(f) utilizes a leave of absence for a purpose other than that for which it was granted;

(g) retires;

(h) is absent from work in excess of three (3) consecutive working days without notifying their immediate supervisor, unless such notice was not reasonably possible.

(i) accepts a position outside the bargaining unit for a period of more than one (1) year.

(j) Is not on an approved Leave and has not worked a shift in six months and has not given their availability for accepting any work. Such employees will be sent a letter to their last known address asking them to provide their availability and if no response given within two weeks, the employer will assume that they have voluntarily left the employ of Plymouth Cordage and process their termination accordingly;

(k) If a casual part-time employee is not available to work at least one (1) weekend shift per month;

(l) Employees who are on a Leave of Absence will not be engaging in gainful employment;

(m) An Employee who overstays a leave of absence without satisfactory reason;

14.02 It shall be the responsibility of the employee to keep the Employer informed of their current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

ARTICLE 15 - JOB POSTINGS

15.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on the union's bulletin board, for a minimum of five (5) working days so that all members will know about the vacancy or new position. These positions will be posted under a locked case.

The Employer may advertise for a vacancy or new position but not complete the processing of applicants until internal candidates have been considered.

All subsequent postings resulting from the initial job competition shall be posted for a period of three (3) days.

15.02 Such notices shall contain the following information:

Nature of position, qualification, required knowledge and education, skills, shift, wage or salary rate or range.

15.03 Both parties recognize:

(a) The principle of promotion within the service of the Employer;

(b) That job opportunity should increase in proportion to length of service.

In matters of promotions, the following factors shall be considered:

(a) seniority;

(b) Knowledge, qualifications, efficiency and ability to carry out the duties of the job;

Where applicants are relatively equal in respect of the factors set out in (b) above, seniority shall govern.

In cases of transfers, appointments shall be made to the senior applicant able to meet the normal requirements of the job.

15.04 If no written applications are received by 4:30 p.m. on the fifth (5^{th}) day of posting, or if none of the applicants have the required skills, ability, qualifications, experience, training and ability to relate to the participant group, the Employer may fill the new job or vacancy from outside the bargaining unit and the employer shall be free to assign the work as required until the posting process has been completed.

15.05 For transfers to positions with a different job title, the successful applicant has a trial period of one hundred and fifty (150) hours. In the event the applicant proves unsatisfactory in the position during the aforesaid period, they shall be returned to their former position without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority within thirty (30) days.

15.06 (a) Short periods of absenteeism of up to two (2) months duration need not be posted and shall be filled by employees who are scheduled less than seventy-five (75) hours bi-weekly, will be offered up to three (3) shifts, on a rotating basis, in accordance with seniority.

(b) If an absence is anticipated to be over two (2) months duration such as arise because of extended illness or accident, pregnancy leave, WSIB, leaves of absence, 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 scheduled for such position shall be returned to their former position with the Employer upon

completion of the period of absence. Until the temporary posting is filled 15.06 (a) shall be followed.

(c) During the first eighteen (18) months of an absence for reasons other than layoff, an employee returning to work shall be entitled to return to their former position. An employee returning to work after an absence for reasons other than layoff, in excess of eighteen (18) months, shall be entitled to exercise seniority rights in accordance with the Lay Off and Recall Procedures of this Agreement.

15.07 Appointment from within the bargaining unit shall be made within twenty (20) days of the original posting date.

15.08 (i) An employee may apply for a posted job as designated on the posting, completing the Approved form provided.

(ii) Upon the filling of a posted job, the Employer shall post the name and seniority date of the successful applicant and forward same to the Union Office.

15.09 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee accepts a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, for a period of not more than one (1) year, but will not accumulate any further seniority. If such employee returns within one (1) year, such employee will exercise their seniority rights in accordance with Article 16.

15.10 In this article "days" shall not include Saturdays, Sundays and Paid Holidays.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Both parties recognize that job security should increase in proportion to length of service.

16.02 It is agreed that a reduction of seven and one half (7.5) hours or less biweekly for part time employees shall not be viewed as a layoff under the terms of this agreement. The reduction in hours will be initially deducted from the least senior employee in the classification affected.

If business needs require a further deduction of seven and one half (7.5) hours or less biweekly, the next junior employee in the classification will be reduced until the reduced hour requirements have been met.

16.03 In the event of a 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 employees 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 layoff and the areas affected. The Employer will provide the information noted in Step 2,3 and 4.

Step 2- Provide Union with biweekly 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.

Step 7 – Employees with no available positions would receive their required working notice period or pay in lieu of notice pursuant to the applicable to the Employment Standards Act.

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

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

16.04 No new employee shall be hired until all full time and part time employees on layoff who are qualified to perform the work available have been given the opportunity to return to work and have failed to do so in accordance with the recall procedure set out above.

16.05 In order that the efficient operation of the Union will not be jeopardized when layoffs occur members of the local executive board and the Steward and Unit Officer shall be the last person laid off during their term of office, so long as work for which they are qualified is available.

16.06 Grievances concerning layoff due to a reduction in the workforce shall be initiated at Step 1 of the grievance procedure.

ARTICLE 17 - HOURS OF WORK

17.01 The following is intended to define the normal hours of work for the 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.

Time off shall be arranged as far as possible so as to permit all employees to have an equal number of weekends off and days off each week.

17.02 The regular hours of work for all full-time employees shall be up to seven and one half (7 ½) hours per day exclusive of one half ½ hour meal break or a maximum of thirty-seven and one half (37 1/2) hours per week. All shifts shall be a minimum of four (4) hours.

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

a) 4 hours but less than 5.5 hours: one – 15-minute break.

b) 5.5 hours but less than 7.5 hours: one – 30-minute unpaid meal break and one – 15-minute paid break.

c) 7.5 hours or more: one – 30-minute unpaid meal break and two – 15-minute paid break.

The Employer will schedule unpaid meal periods and breaks.

17.03 No employee shall be scheduled to work more than six (6) consecutive days in a row except upon their own request.

17.04 All scheduled shifts shall be posted at least four (4) full weeks in advance. Such schedules will show employee's regular days of work, together with regular assigned time off. Once the schedule has been posted, there will be no rearrangements of said schedule without forty-eight (48) hour notice, except in case of emergency or unless someone is returning after an illness.

17.05 No employee shall be required to work a split shift.

17.06 An employee reporting for work on their regular shift when there is not work available in their normal capacity and for whom no alternative work is available for which they are qualified, shall be paid a minimum of four (4) hours at their regular rate of pay.

17.07 All new employees shall receive one (1) paid day shift, one (1) paid evening shift and one (1) paid night shift of orientation. During this orientation employees shall be an "extra" in addition to the regular number of employees; except when an employee will not work one of the above mentioned shifts. It is understood that the orientation period shall not be less than three (3) shifts.

17.08 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 by shift, not by number of hours and by seniority on a rotating basis. Each call-in will be indicated in the call-in book as “accepted”, “no answer”, or “refused”. It is understood that a call placed is considered a shift offered and a “no answer” and/or “refusal” shall advance the call-in to the next employee by seniority. The call-in book will be stored in a convenient location and made accessible to employees.

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.

ARTICLE 18 - OVERTIME

18.01 (a) Authorized work performed in excess of regular work hours on a daily or bi-weekly basis, will be counted as overtime work and will be paid for at the rate of time and one-half (1 1/2) the employee's regular rate of pay, or a choice of time in Lieu.

(b) Overtime rate shall not apply to part time employees who work on their regular scheduled day off, except for hours worked in excess of the normal seven and one half (7 ½) hour shift, or in excess of seventy-five (75) hours in any bi-weekly period.

18.02 Opportunities for overtime work shall be distributed by the Employer on a rotating basis in accordance with seniority among the employees in a department who normally perform the work involved.

18.03 Employees shall not be required to lay off during regular hours to equalize any overtime worked. Neither overtime premiums nor credits for overtime shall be pyramided.

ARTICLE 19 - CALL IN PAY

19.01 An employee who is called in outside their standard hours, other than for scheduled overtime work, shall be paid either a minimum of four (4) hours at straight time rates, or at their applicable overtime rate for the time worked on the call-in, whichever is the greater.

ARTICLE 20 - SHIFT PREMIUM

20.01 (a) All employees shall receive compensation of forty cents ($0.40) per hour for working on the afternoon shift. Afternoon Shift shall be one in which the majority of the scheduled hours fall between 3 p.m. and 11 p.m.

(b) All employees shall receive compensation of forty five cents ($0.45) per hour for working on the night shift. Night Shift shall be one in which the majority of the scheduled hours fall between 11 p.m. and 7 a.m.

(c) All employees shall receive compensation of **thirty-five cents ($0.35)** per hour for working on the weekend shift. Weekend Premium shall be which the majority of hours fall between 2300 hours Friday night until 2300 hours Sunday night.

ARTICLE 21 - PAID HOLIDAYS

21.01 The employer will recognize the following paid holidays in accordance with the *Ontario Employment Standards Act 2000.*

New Years Day	Victoria Day	Thanksgiving Day
Family Day 3rd Monday in February	Canada Day July 1st	Christmas Day
Good Friday	Labour Day	Boxing Day December,26th

21.02 **a) Full-Time Employees**

A full time employee who is required to work on the above paid Holidays, shall receive time and one-half for the time worked, in addition to a lieu day off with pay, to be taken at a mutually agreeable time, or choice of being paid double time and one-half (2.5) provided that they worked their full scheduled shift immediately preceding and succeeding the paid Holiday, unless excused in writing by their supervisor or the administrator.

Full time employees shall be allowed to accumulate up to five (5) lieu days for later use at a mutually agreeable time. It is understood that the accumulation of stats will be used by November 15th of each year. Any unused lieu days shall be paid out, on a separate deposit, to be paid in November of each year.

b) Part-Time Employees

A part time employee who is required to work on the above paid Holidays, shall receive time and one-half for the time worked, in addition to a lieu day off with pay, to be taken at a mutually agreeable time, or choice of being paid double time and one-half (2.5).

Part time employees shall be allowed to accumulate up to three (3) lieu days for later use at a mutually agreeable time. It is understood that the accumulation of stats will be used by November 15th of each year. Any unused lieu days shall be paid out, on a separate deposit, to be paid in November of each year.

c) Casual Part-Time Employees

A **casual** part time employee who is required to work on a paid holiday shall be paid double time and one-half (2.5) for the time worked.

21.03 If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay in lieu thereof.

21.04 Float Days

Full time employees, who have successfully completed probation, will receive (2) Float Days to be taken at a mutually agreeable time.

ARTICLE 22 - VACATIONS

22.01 Vacation entitlement will directly correspond to an Employee's years of service:

Years of Service	Vacation	Vacation Pay
Less than one year	1 day per month up to a maximum of 10	4%
After one (1) year but less than three (3) years	two (2) weeks	4%

After three (3) years but less than eight (8) years	three (3) weeks	6%
After eight (8) years but less than fifteen (15) years	Four (4) weeks	8%
After fifteen (15) years **but less than twenty-three (23) years**	Five (5) weeks	10%
After twenty-three (23) years	**Six (6) weeks**	**12%**

All employees working less than a regular work week shall be entitled to receive the same number of vacation days proportionately as are set for comparable full-time categories.

22.02 a) Full 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 their vacation from one year to another.

b) Part Time and Casual Part Time: All part time and casual part time employees shall receive vacation pay with their biweekly pay.

22.03 Leaves of absence without pay in excess of thirty (30) calendar days will be excluded from the calculation of vacation entitlement for the vacation year in which the leave occurs except for Pregnancy/Parental leaves as specified in the *Employment Standards Act 2000.*

22.04 The immediate supervisor is responsible for scheduling and approving vacations. In doing so, the efficient operation of the unit

must be maintained while trying, if possible, to meet the needs of the employees.

22.05 Vacation entitlement is based on the calendar year. For the period of January 1st to June 30th, the Employer will post the vacation list no later than September 1st. Employees will have no less than 30 days to indicate their preference for vacation. Vacation approval will be granted based on seniority and approvals will be posted no later than October 31st.

For the period of July 1st to December 31st, the Employer will post the vacation list no later than March 1st. Employees will have no less than 30 days to indicate their preference for vacation. Vacation approval will be granted based on seniority and approvals will be posted no later than April 30th.

Any vacation requests made outside of these periods will be approved on a first come basis, subject to operational requirements. Where a request was handed in on the same day, seniority will prevail.

No later than June 30th, the Employer will notify all Employees of their unscheduled vacation balance. Where Employees have not scheduled their vacation by September 1st, the Employee shall meet with the Employer for the purpose of scheduling their remaining vacation.

22.06 Where an employee qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation credits.

22.07 In the case of death, full accumulated vacation entitlement shall be deposited into the employee's bank account on the next pay.

ARTICLE 23 - LEAVES OF ABSENCE

23.01 The Employer may grant leave of absence without pay; such requests for leave shall not be unreasonably denied. Request for such leave of absence shall be in writing and shall be submitted to their Supervisor in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the Employer as soon as possible. Unless otherwise

mutually agreed such leave shall not exceed three (3) months and seniority shall accumulate during such leave. Except in cases of emergency where such notice is not possible, an employee shall provide one month's written notice of any such leave of absence.

23.02 Any employee who is elected or selected for a full time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year. Such leave shall be renewed each year upon request during the term of office but not to exceed three (3) years. If the employee returns to the Bargaining Unit within one (1) year they shall be entitled to return to their former position. If the employee returns to the Bargaining Unit after one (1) year the employee shall exercise their seniority rights in accordance with Article 16.

23.03 Pregnancy Leave/ Parental Leave

Shall be in accordance with the *Employment Standards Act* 2000 as amended from time to time.

ARTICLE 24 - BEREAVEMENT LEAVE

24.01

a) When a death occurs in the employee's family, they shall be granted leave of absence with pay for attending the funeral and making necessary arrangements and for mourning.

b) Such leaves shall not exceed five (5) consecutive days for a spouse, child, mother, father, step parents, grandchild, brother, sister.

c) Such leaves shall not exceed three (3) consecutive days for mother-in-law father-in-law and grandparents.

d) Such leaves shall not exceed one (1) day to attend the funeral of brother-in-law, sister-in-law and aunt and uncle.

e) An employee shall be paid for such of those days as are scheduled working days.

f) In the event of a delayed interment or service in (b) or (c) above, an employee may save up to two (2) of the days identified above without loss of pay to attend the interment or service.

g) Where it is necessary because of distance, the employee may be provided additional unpaid leave.

ARTICLE 25 - SPECIAL LEAVE

25.01 *Time off for Elections*

Depending on the shift worked on polling day, an employee shall be allowed up to four (4) consecutive hours off to vote during polling hours in any federal, provincial or municipal election or referendum without reduction from normal daily pay.

25.02 *Jury Leave*

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

ARTICLE 26 - SICK LEAVE PLAN

26.01 Sick Leave is available to prevent wage loss for absence due to illness and non-workplace injuries and may not be used for any other purpose. **Each employee who has completed their probationary period will be entitled for each calendar year to take twelve (12) days (for full-time employees) and six (6) days (for part-time employees) of sick leave days.**

Given that the sick leave days' entitlement is actually 1 day (for full-time) and 0.5 days (for part-time) each month, if an employee leaves employment during the calendar year, and on the date of

their departure they have taken more than their monthly accrual of this entitlement, the Employer will be entitled to and claim a refund of any overpayment.

An employee may be required to produce proof of illness or injury in the form of a medical certificate satisfactory to the employer, but such requirement shall not be unreasonably imposed. Such certificate shall be paid for by the Employer to a maximum of twenty-five ($25.00) dollars.

Up to six (6) unused sick days may be carried forward to the following year but sick leave entitlement shall not exceed eighteen (18) days in any calendar year.

26.02 *Workplace Safety and Insurance Board*

The Employer shall register the facility with the WSIB to provide coverage for Employees under the WSIA.

ARTICLE 27 - WELFARE PLAN

27.01 The following benefits apply to full time employees only who have completed probation.

a) The Employer agrees to pay 100% of the premium cost of an Extended Health Care plan for full time employees who have completed probation providing 100% reimbursement for out-of-country emergency expenses, 90% reimbursement for all other expenses. The following eligible expense are included:

i. Drugs that legally require a prescription. Includes a drug card and mandatory generic substitution and a $10.00 dispensing fee
ii. Vision care **and eye exam** of **$350.00** every 24 months
iii. Hearing aids to a maximum of $500.00 every 5 years
iv. Private Duty nursing, when medically required, to a lifetime maximum of $5000.00
v. Orthopedic shoes at one (1) pair per year
vi. Paramedical practitioners including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, psychologist, and massage therapist are covered at an annual maximum of

$750.00 for all practitioners combined

vii. Out of country emergency medical expenses to an annual maximum of $20,000

b) The Employer agrees to pay 75% of the premium cost of a Dental Plan for full time employees who have completed probation. Expenses will be reimbursed in accordance with the current O.D.A. fee schedule. 90% coinsurance after for basic dental services, including maintenance check-ups, fillings, x-ray, oral surgery, endodontics, periodontics, and denture repairs. 50% coinsurance for major dental service (no orthodontics coverage). Nine (9) month recall exams. Combined annual maximum of $1,500.00 per person.

c) The Employer shall pay 100% of the premium cost for Basic Life and Accidental Death and Dismemberment for full time employees who have completed probation providing $25,000.00 with a 50% reduction at age 65. Benefit ceases at the earlier of termination of employment or age 70.

27.02 Part Time in Lieu

Part time employees will receive four percent (4%) in lieu of benefits.

ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES

28.01 Pay Day - The Employer shall pay salaries, wages, overtime and bonuses bi-weekly on Friday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, vacation accumulation, sick time entitlement, and bonuses and deductions.

28.02 Classifications may be established by the Employer during this Agreement after consultation with the Union. Wage rates for such new classifications shall be negotiated. If negotiations fail to produce an agreement then the rates shall be settled by arbitration under this Agreement.

The employer shall draft job descriptions for each position in the bargaining unit and shall forward copies to the union. The job

description shall become the official description unless the union presents written objection within thirty days of their receipt by the union.

28.03 When an employee temporarily substitutes in or performs the principal duties of a higher paying position, they shall receive that rate for the job. When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

28.04 Errors on Paycheques

a) In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention.

b) If the error results in an employee being underpaid by one day's pay or more, the Employer will provide payment for the shortfall within three business days from the date of notification of the error. Any underpayment less than one day's pay will be made in the pay following the date on which it was brought to the Employer's attention.

28.05 Uniforms

The Employer agrees to provide uniforms to all employees once probation has been completed as follows:

- Full time – two (2) uniforms will be provided annually.
- Part time – one (1) uniform will be provided annually.

The Employer shall provide hairnets and aprons to all employees who are required to wear them.

ARTICLE 29 – HEALTH AND SAFETY

29.01 The Employer and the Union shall establish a joint Health and Safety Committee in accordance with the provisions of the Occupational Health and Safety Act for Ontario

29.02 The Union and the Employer shall cooperate in continuing and

perfecting operations which will afford adequate protection for all employees and residents.

29.03 The Joint Health and Safety Committee shall hold meetings and inspections as legislated by the Health and Safety Act.

Such meetings shall take place at times mutually agreeable to both parties except cases of emergency.

29.04 An Employee who is injured during work hours and is required to leave for treatment, or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without reduction from sick leave, unless a Doctor states that the employee is fit for further work on that shift.

29.05 Transportation to the nearest Physician or hospital for Employees requiring medical care as a result of an accident shall be at the expense of the Employer.

29.06 When a **resident's** behavior and/or condition is such that there is a potential hazard to the Health and Safety of an Employee, the Employer shall meet with the Union in order to discuss procedures, level of staffing, etc., as is necessary to ensure the Employees can carry out their duties in a safe manner.

ARTICLE 30 - BULLETIN BOARDS

30.01 The Employer agrees to the posting of Union notices on bulletin boards provided for Bargaining Unit employees. Such notices shall relate to appointments, meetings, elections and conventions of the Union and the Union social and recreational affairs.

ARTICLE 31 - NOTICES

31.01 Each employee shall keep the Employer informed of current address and telephone number.

31.02 All communications between the parties shall be addressed to:

(a) Administrator

LLPG III Inc., o/a Plymouth Cordage Retirement Residence
110 First Street
Welland, ON L3B 4S2

(b) CUPE Local 1263
500 Major Street, R.R. #1
Welland, ON L3B 6J2

(c) National Representative of C.U.P.E.
Two Westport Centre
110A Hanover Drive, Suite 103
St. Catharines, ON L2W 1A4

ARTICLE 32 - RETROACTIVITY

32.01 Retroactive pay adjustments will be made to all current and former employees on the payroll within sixty (60) days of the ratification of the agreement on all hours worked.

The Employer will notify former employees of their entitlement at their last known address on record with the Employer and they will have thirty (30) days from the date of the notice within which to claim retroactivity. Thereafter, the Employer will have no further obligation to make such payments. The Union will be provided with copies of all notices sent to former employees.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This agreement shall be binding and remain in effect for a period from January 1, 202**5** to December 31, 202**6**, and, shall continue from year to year thereafter unless either party gives to the other party notice in writing in the ninety day period prior to June 30 in any year that it desires its termination and amendment.

Signed electronically this 21st day of October 2026.

LLPG III INC. O/A PLYMOUTH CORDAGE RETIREMENT RESIDENCE	CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1263
Vera Ceko Vera Ceko (Oct 21, 2026 15:56:09 EDT)	Cathy Pirson Cathy Pirson (Oct 21, 2026 15:36:39 EDT)
	Linda D'Addario Linda D'Addario (Oct 21, 2026 15:44:30 EDT)
	(Oct 29, 2026 10:20:37 EDT)
	Pauleena Pindera Pauleena Pindera (Nov 5, 2026 08:51:48 EST)

SCHEDULE "A" - WAGE RATES AND CLASSIFICATIONS

CLASSIFICATION		EXPIRED	01-JAN-25 (3.5%)	01-JAN-26 (NEW GRID)
HEALTH CARE AIDES / PSW	Start	$18.59	$19.24	$19.72
	Year 1	-	-	$19.92
UCP	Start	$19.19	$19.86	$20.36
	Year 1	-	-	$20.56
REGISTERED PRACTICAL NURSE	Start	$28.12	$29.10	$29.83
	Year 1	-	-	$30.14
HOUSEKEEPING	Start	$17.38	$17.99	$18.69
	Year 1	-	-	$18.88
COOK	Start	$18.80	$19.46	$19.94
	Year 1	-	-	$20.15
FOOD SERVER	Start	$17.38	$17.99	$18.69
	Year 1	-	-	$18.88
RECREATION AIDE	Start	$17.52	$18.13	$18.81
	Year 1	-	-	$19.03

LETTER OF UNDERSTANDING

Between

REVERA PLYMOUTH (PLYMOUTH CORDAGE RETIREMENT COMMUNITY)

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263

RE: MODIFIED WORK POLICY

The Parties agrees to develop a Modified Work Policy.

Signed electronically this 21st day of October 2026.

LLPG III INC. O/A PLYMOUTH CORDAGE RETIREMENT RESIDENCE	CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1263
Vera Ceko Vera Ceko (Oct 21, 2026 15:56:09 EDT)	Cathy Pirson Cathy Pirson (Oct 21, 2026 15:36:39 EDT)
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	Pauleena Pindera Pauleena Pindera (Nov 5, 2026 08:51:48 EST)

LETTER OF UNDERSTANDING

Between

REVERA PLYMOUTH (PLYMOUTH CORDAGE RETIREMENT COMMUNITY)

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1263

RE: WORKING MANAGER

The parties agree to the following as a clarity note to the understanding and past practice of Managers who also do "hands on work" at Plymouth Cordage.

To clarify Article 2.04, the parties above agree that due to the size of the facility and that Working Managers have always been considered to be excluded from the bargaining unit and that in this case, the Dietary Manager, Director of Recreation, Environmental Manager and the Director of Health & Wellness are allowed to run programs, perform hands on work and retain overall management of their respective Departments at Plymouth Cordage.

Signed electronically this 21st day of **October 2026**.

LLPG III INC. O/A PLYMOUTH CORDAGE RETIREMENT RESIDENCE	CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1263
Vera Ceko Vera Ceko (Oct 21, 2026 15:56:09 EDT)	Cathy Pirson Cathy Pirson (Oct 21, 2026 15:36:39 EDT)
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LETTER OF UNDERSTANDING

Between

REVERA PLYMOUTH (PLYMOUTH CORDAGE RETIREMENT COMMUNITY)

And:

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

RE: NOTICES OF DISCIPLINE

The Employer shall provide a copy of the disciplinary notice that is provided to an employee to the Unit Officer or a Steward at the time of the discipline meeting, if practicable.

The Employer shall endeavour to provide all formal discipline letters to the local union office within five (5) working days from the time the discipline was imposed.

The Employer's failure to provide a copy of the disciplinary notice as outlined in this letter of understanding shall not void the disciplinary process.

Signed electronically this 21st day of October 2026.

LLPG III INC. O/A PLYMOUTH CORDAGE RETIREMENT RESIDENCE	CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1263
Vera Ceko Vera Ceko (Oct 21, 2026 15:56:09 EDT)	Cathy Pirson Cathy Pirson (Oct 21, 2026 15:36:39 EDT)
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