

COLLECTIVE AGREEMENT

between

DONMAR Investment Limited

Operating as Carefield Manor Ltd.

(hereinafter referred to as the "EMPLOYER")

and

UNIFOR, LOCAL 4600

(hereinafter referred to as the "UNION")

April 1, 2021 - March 31, 2024

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ARTICLE 1 - PREAMBLE

- 1.01 Recognizing the common dependence of the employer and its employees upon the welfare of Carefield Manor Ltd. as a whole and recognizing that the relationship of good will and mutual respect between the employer and the employee can contribute greatly to the maintenance and increases of the welfare the parties to this agree as follows.

ARTICLE 2 - PURPOSE

- 2.01 The purpose of this Agreement is to promote and maintain harmonious relations between the employer and its employees; to define more clearly wages and conditions of employment; to provide an amicable method of settling grievances which may arise from time to time; to promote the mutual interest of employer and employees; to provide for the carrying on of the operations of the establishment under methods, which will further safety and the welfare of their employees together with the efficiency and economy of operations.

ARTICLE 3 - DEFINITIONS

- 3.01 The term employee, as used in this Agreement, shall include all employees of the employer defined by Certification Order No. 4483.
- 3.02 A permanent employee is one who has been in the employ of the employer in excess of the probationary period.
- 3.03 A probationary employee is one who has been in the employ of the employer in the Bargaining Unit for less than sixty-five (65) shifts. An extension of the said probationary period may be granted by mutual consent between the parties.
- 3.04 A probationary employee shall not have the right to claim seniority and may be terminated at any time during the probationary period. After completion of this period, seniority shall be carried from the original date of employment.
- 3.05 A full-time employee is any permanent employee hired by the employer to work on a full-time regular basis at a minimum of seventy-two (72) hours in a two (2) week period. The normal number of hours for full-time employees will be eighty (80) hours every two (2) weeks.
- 3.06 A part-time employee is any permanent employee employed on a continuing basis who works a minimum of three (3) shifts per week (24 hours), but less than a permanent full-time employee.

- 3.07 (a) A casual employee is a non-rostered employee who works on a day to day basis as required. The benefits of this Agreement do not apply to the casual employee.
- (b) Temporary assignments are durations of work where casuals may be scheduled without the intention of these workers becoming employees. Casuals working temporary assignments less than thirty (30) calendar days will not receive benefits. Casuals working temporary assignments beyond thirty (30) calendar days will receive benefits on a pro-rata basis. All casuals working either the thirty (30) calendar days or beyond in temporary assignments will not accrue seniority.
- 3.08 Throughout this Agreement the masculine includes the feminine and the plural includes the singular and vice versa as the context requires.
- 3.09 Leave of absence means absence with a prior authorization of the employer. Leave shall be solely at the discretion of the employer and notwithstanding other provisions of this Agreement. The employer's decision shall not be subject to a grievance directly or indirectly.
- 3.10 A seniority list will be posted and a copy supplied to the Union for the benefit of the employees. Full-time employment will be offered to part-time employees first in accordance to seniority. The seniority list shall be posted within thirty (30) days of signing the Agreement and shall be supplied every year, if requested. The list shall have the name of the employees, department they work in and the date of employment.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The union recognizes and acknowledges that the management of the operations and the direction of the workforce are fixed exclusively in the employer and without restricted the generality of the foregoing the union acknowledges that it is an exclusive function of the employer to:
- a.) maintain order and efficiency;
 - b.) hire, promote, demote, classify, transfer and rehire employees and to discipline or discharge an employee for just cause provided that a claim by any employee that they have been discharged or disciplined without just cause may be subject to a grievance and dealt with as hereinafter provided;
 - c.) to determine the nature and the kind of business conducted by the company, the times and locations of operation, equipment, supplies,

materials and parts, the method and the techniques of work, the content of jobs, the scheduling of productions, the number of employees to be employed, the extensions, limitations, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives, which shall remain solely with the employer; and

d.) the above will not be inconsistent to the terms of this Agreement.

ARTICLE 5 - RECOGNITION

- 5.01 The employer recognizes Local 4600, Unifor as the Sole Collective Bargaining Agent for the employees as described in the Certification Order issued by the Nova Scotia Department of Labour and it further agrees to meet with Representatives of the local and the union for the purpose of carrying out the terms of this Agreement.
- 5.02 Should a new classification be created within the Bargaining Unit as described in Article 3, during the terms of this Agreement, the employer and the Union shall negotiate the rate of pay and designation provided nothing herein prevents the employer from filling such position and having an employee working in such position during negotiations.
- 5.03 No employee shall be asked or permitted to make any written or verbal agreement, which may conflict with the terms of this agreement.
- 5.04 Wages, hours, benefits and conditions of employment are recognized to be matters for agreement between the parties.
- 5.05 Union Representatives must request permission from the employer to visit and discuss problems with Shop Stewards and Officers during working hours. Such request shall not interfere with the regular operation of the business, however, the employer recognizes and affirms that said request will be complied with, if possible.
- 5.06 Employees cannot conduct an organizing campaign, or union meeting on the employer's property during working hours, unless written consent is granted by the employer.

ARTICLE 6 - UNION SECURITY

- 6.01 The employer agrees that there shall be established, as of the first day of the month following the signing of this Agreement, a check off, compulsory upon all employees who come within the Bargaining Unit to which this Agreement applies.

The amount deducted shall be union dues assessed by the union as per its Union Constitution or By-Laws.

All amounts so deducted together with a record of names, amounts and dates shall be transmitted by the employer to the Secretary/Treasurer of Local 4600, not later than the fifteenth (15th) day of the month following the month for which such deductions were made. When requested, this remittance will be accompanied by a list of all new employees, who are covered under the Bargaining Unit and such employees who were included on any previous month and have since:

1. left the employ;
2. been promoted to a Non-Bargaining Unit position;
3. changes her name, or
4. on leave of absence.

The union dues shall be deducted from the wages of each employee in each month that the employee works; 2.33 hours for full-time and 1.33% for part-time. The employer agrees to show the amount of Union dues deducted on the employees T-4 slips.

The union shall indemnify the employer and hold it harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the employer. Notwithstanding the aforementioned, the employer shall always have the right to seek reimbursement from the employee for any payment made on behalf of the employee by the employer as a result of this Article.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 The union will appoint and the employer shall recognize a Committee of Shop Stewards, which shall be known as the Grievance Committee to deal with all complaints and grievances. Members of this Committee, with any changes therein, shall be known to the employer and the employer will notify the Union of the names of Department Heads responsible for handling complaints and grievances. The Grievance Committee members will not lose any wages while involved in the processing of a grievance during working hours.
- 7.02 Alleged complaints and grievances shall be dealt with in the following manner:
- a.) The aggrieved employee or employees shall first discuss the complaint with a Department Head within five (5) working days. The employee may be accompanied by a member of the committee, if they so desire.

- b.) If the alleged complaint is not settled within five (5) working days from notification of Department Head, the complainant or the Union, if a general grievance, shall then immediately refer the grievance, in writing, to the Administrator or his representative, The Administrator shall then give his/her decision, in writing, to the Committee, not later than five (5) working days following the presentation to him of the written grievance.
- c.) If the written decision of the Administrator or his representative is not satisfactory, the Committee may within ten (10) working days serve notice of its intention to seek arbitration, such notice will be given within the ten (10) day period. The matter may then be referred to a sole arbitrator appointed by mutual consent. If the parties cannot agree on an arbitrator, he shall be appointed by the Minister of Labour for the Province of Nova Scotia. The decision of the sole arbitrator shall be binding on both parties.
- d.) In determining any grievance arising out of the discharge or other discipline, the arbitrator may dispose of the claim by affirming the employers' action or reinstating the employee to her former position with compensation or in such other manner as may in the opinion of the arbitrator be equitable.

7.03 The employer and the union agree to bear an equal share of the expenses incurred by the arbitrator.

7.04 It is agreed that time limits shall be extended by mutual agreement.

ARTICLE 8 - STRIKES & LOCKOUTS

8.01 There shall be no strikes, walk-outs, picketing, slow-downs, work-stoppages or other similar interruptions of work either complete or impartial during the period of this Agreement.

8.02 The employer will not lock-out employees during the period of this Agreement.

ARTICLE 9 - WAGES

9.01 The employer agrees to pay and the union agrees to accept the scale of wages as indicated in Article 23 to this Agreement.

9.02 Temporary Assignment- Where an employee is assigned temporarily to perform work in a classification, paying a lower rate than her own, she shall be paid her own classification rate. If an employee is assigned to perform work in a classification with the Bargaining Unit, paying a higher rate, she shall receive that

rate that goes with that classification beginning on the first working day during the period of assignment.

- 9.03 When an employee, within the Bargaining Unit, is designated to fill in for a Supervisory employee absent because of a sick leave, vacation or authorized leave of absence, the temporarily assigned employee shall receive one dollar (1.00) an hour above her rate commencing on the first working day, such employee chosen to replace the Supervisor, shall be from the Department from which the Supervisor is absent.
- 9.04 When an employee is promoted into a position, the first forty-five (45) working days of that promoted employee, shall be designated as a probationary/ training period and the designated rate for the position will commence immediately. If during the first forty-five (45) working days after being promoted, the employee is found unsuitable or he or she wishes to return to their former position, they shall be reinstated to his or her former position immediately and with full seniority.
- 9.05 Pay day shall be every 2nd week.
- 9.06 When an employee is called to work outside normal working hours, she shall be paid not less than four (4) hours at a minimum of straight time rate not withstanding that she works less than four (4) hours or the applicable overtime rate, whichever is greater.
- 9.07 Part-time employees shall be guaranteed a minimum of four (4) hours work when posted or called in to duty.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND BREAKS

- 10.01 Normal Hours of Work - The normal daily hours of work inclusive of a thirty (30) minute break period shall be eight (8) consecutive hours per day. The normal days per week shall be five (5) days per week with the week the period from midnight Saturdays to midnight Saturdays.
- 10.02 (a) All employees will be permitted to a fifteen (15) minute rest periods both in the first half and the second half of the shift.
- (b) Employees will take their breaks at their assigned work station, however, employees will be relieved where possible. On a trial basis, employees will be permitted to go out on the step of their unit for their break with smoking permitted. The area must be kept in a pristine condition or this privilege will be withdrawn at Management's discretion.

10.03 All time worked in excess of eighty (80) hours every two weeks, shall be considered overtime, and shall be paid out at the rate of time and one-half (1 ½) the employee's regular rate of pay.

10.04 The present shifts shall remain in effect during the terms of this Agreement and shall only be changed by mutual consent between the parties. Nothing in this Agreement shall restrict the employer's right to rotate shifts. All overtime must be authorized or requested by the employer or representative of the employer.

10.05 The employer agrees to establish work shifts so that there will be no broken shifts for regular employees. Regular days off shall normally be consecutive and shall be planned in such a way as to be equitably distributed for free weekends. The employer agrees that every effort will be made for regular employees to have at least every second weekend scheduled off.

Full-time R.C.A. shifts will be equitably scheduled.

No shift change request will be unreasonably denied by the employer. The onus is on the employees seeking the change in shift to have her shift covered by the person agreeing to the shift change. Such change will not result in the employer paying premium time.

10.06 The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance and will be in effect for a minimum of a two (2) week period.

10.07 Employers shall not be required to lay-off during regular hours to equalize any overtime work except at the request of the employee.

10.08 Overtime and call-back time shall be divided equitably among the employees who are willing and qualified to perform the work that is available.

10.09 Forty-eight (48) hour notice shall be given before a change of a shift except in cases of emergency. It is agreed any voluntary changes will not result in any additional cost to the employer or overtime expense.

10.10 Hours of work, Overtime Breaks

10.11 Shift Premium – Effective date of ratification, all employees will receive a shift premium of two dollars and thirty-five cents (\$2.35) per hour for all hours worked between 7:00pm to 7:00am. with the following increases:

10.12 Weekend Premium - Effective date of ratification, all Employees will receive a weekend premium of two dollars and thirty-five cents (\$2.35) per hour for all hours worked between midnight Friday and midnight Sunday.

ARTICLE 11 - HOLIDAYS

11.01 The following are recognized paid holidays:

- a. New Year Day,
- b. Heritage Day
- c. Good Friday
- d. Canada Day
- e. Labour Day
- f. Day for Truth and Reconciliation
- g. Thanksgiving Day
- h. Remembrance Day
- i. Christmas Day
- j. Two (2) Floating Holidays

The two (2) Floating Holidays to be used with the mutual agreement of the employer and the employee; and if a new holiday is proclaimed by the Provincial or Federal Government, this will be added to this Agreement.

If Floating Holidays are not used by the Employee by December 31st, the Employer shall pay them out. For further clarity, Floating Holidays shall not be carried over to the following calendar year.

Employees shall receive one day's pay for each holiday. An employee who works on a holiday, shall be paid for the day at a rate of one and one-half (1 ½) times her regular rate of pay for all hours worked, provided the employee has received or is entitled to receive pay for at least fifteen (15) days during the thirty (30) working or rostered days, immediately preceding the general holiday and has worked on the scheduled working day immediately preceding and immediately following the holiday.

Another day off at a time mutually agreed between the employer and the employee, in lieu of holiday pay may be granted.

11.02 If any of the above-named holidays falls on a Saturday or Sunday, the day proclaimed by a Government authority shall be treated as the holiday for purposes of this Agreement.

11.03 If one of the holidays referred to above occurs during an employee's vacation period; an additional day's vacation will be allowed to the employee.

- 11.04 If one of the above-mentioned holidays occurred during any employees' day off, she shall be granted another working day off with pay as mutually agreed or receive an additional day pay.
- 11.05 After all staffing requirements have been met, each employee shall receive either Christmas or New Year Day off on the actual day and every effort will be made to give at least two (2) paid days off at that time. Where the choice is available, senior employees will have first choice and the choice will be rotated on a year to year basis.
- 11.06 Part-time employees will receive fifty percent (50%) of each recognized holiday. Pro-rata computation of exact entitlement will be completed at year end - with the total number of hours worked pro-rated on a two thousand (2000) hour year and paid out by January 31st of the next year.

ARTICLE 12 - SICK LEAVE

- 12.01 All permanent employees will receive seven (7) sick days with pay per year commencing January 1st of each year. All unused sick leave will be eliminated at year end by the employer by reimbursing employees with seventy-five percent (75%) value of unused sick leave. Part-time employees will be prorated.
- a) Twenty-four (24) hours (three (3) - eight (8) hour shifts) of sick time can be used as personal days to attend to personal medical care (doctor or dental appointments, etc.)
- 12.02 Absence for sickness or accident covered by Workers Compensation Board will not be charged against sick leave credits.
- 12.03 Full-time employees will be allowed paid leave of absence up to eight (8) hours per year to engage in personal preventive medical or dental care for which prior appointments are necessary and which cannot be scheduled on days off. The employer will be given as much notice as possible when such appointments are necessary. Such days off will be deducted from the employee sick leave credits. The above personal leave days will also be available to the employee to attend to appointments for their children, spouse or dependants, where no one else in the family can attend to this. Appointment confirmation is required under this Article.
- 12.04 The employer agrees that when an employee is paid for sick leave on her return to duty, she will be advised of the number of sick leave days used and

the number of sick leave days still accrued to her credit provided she requests such information.

ARTICLE 13 - VACATIONS

- 13.01 (a) The Employer agrees to grant regular employee vacation with pay. The vacation year shall be the calendar year. Vacation with pay shall be granted based on years of service worked by the Employee, pro-rated to an allotment of hours per month, in accordance with Article (13).
- 13.01 (b) Vacation with pay shall be taken during the calendar year in which it is being earned.
- 13.01 (c) Vacation with pay shall be earned by regular employees on the following basis for the complete calendar year of service:

Calendar year Of Service	Rate of Vacation Leave for Year	Prorated Hours Per Month	% of Gross Earning
0-1	40 Hours	3.33	2.0%
1-2	80 Hours	6.66	4.0%
3-6	120 Hours	10	6.0%
7 and thereafter	160 Hours	13.33	8.0%

- 13.01 (d) The employer shall calculate vacation payment to part-time employees based on the previous year earnings at a rate of 4, 6 or 8% of gross earnings. Vacation time off shall be calculated on previous year, but apply to present equivalent.

Example: Calculation for part-time employees is as follows:

Previous Year: Earnings x the vacation rate = vacation cost.

Time off applied to current year at previous years rate: Time off divided by the regular rate of pay = the number of hours or equivalent vacation days.

- 13.01 (e) An employee, while on the annual vacation becomes hospitalized, shall have the right to be placed on sick leave and the actual day spent in the hospital shall be counted as a sick day and not a vacation day.
- 13.02 Vacations shall be scheduled between January 1st and December 15th of each year and it shall be known as the vacation year. Management will take into consideration the wishes of the employees as to their vacation periods in

accordance with each and every employees seniority in the department in which the employees are employed. Consideration will be given to any employee who has made plans to travel out of the province.

Any remaining vacation time can be taken at a mutually agreed time by employer/employee. This request cannot be unreasonably denied.

For further clarity, all vacations must be taken within the same calendar year and shall not be carried over to the following calendar year. The Employer will pay out unused vacation credits remaining on December 31st.

13.03 Vacation days will be paid when vacation is taken.

13.04 Vacation schedules shall be posted and finalized by April 30th of each year. Preference in scheduling of vacations shall be based on seniority.

ARTICLE 14 - SENIORITY

14.01 Seniority is defined as the length of service with the employer commencing from their first day of employment. Where ability, skill and merit are equal; lay-offs, recall and promotions to another classification shall be determined on the basis of the seniority of the employees concerned.

14.02 Seniority shall be forfeited for the following reasons:

- (a) If an employee voluntarily quits his or her employ.
- (b) Is discharged for just cause and is not reinstated through the grievance or other procedure.
- (c) Fails to return to work after being notified by registered mail to do so or fails to furnish the employer with a reasonable explanation on why the employee did not return to work.
- (d) If she has indicated that she would not return to work within one (1) week following the recall notice.
- (e) If an employee is laid off for twelve (12) months or more consecutive months.
- (f) The employee is absent without leave for five (5) or more consecutive working days.

ARTICLE 15 - COMPASSIONATE LEAVE & OTHER LEAVES OF ABSENCES

15.01 (a) If a death occurs in the immediate family of the employee, the employee shall be granted special leave including the day of the death and three (3) consecutive calendar days thereafter and shall be paid for the tour of duty the employee would normally be scheduled to work during the three (3)

days leave if the death had not occurred. The immediate family is defined as father, mother, guardian, step-parent, brother, sister, spouse, common-law-spouse, same sex partner, son, daughter & grandchild.

(b) Every employee shall be entitled to a special leave without pay for one (1) day in the event of the death of the employees father-in-law, mother-in-law, grandparents, son-in-law, brother-in-law, sister-in-law, daughter-in-law, aunts, uncles, niece and nephew and any other persons who resides permanently with the employee or whom the employee resides with.

(c) Day of death not counted in the three (3) days.

15.02 Unpaid Compassionate Leave - An Employee who has been employed by the employer for a period of at least (3) three months is entitled to and unpaid leave of absence in accordance with the Labour Standards Code to care for persons as outlined in the code.

15.03 Parental Leave - Maternity leave, without pay, shall be granted after one (1) years continuous service from the date of employment. Upon the advice of her physician, the employee may request a leave starting at the beginning of her seventh month. Provisions of Maternity Leave shall comply with the applicable legislation. Paternity leave shall also comply with the applicable legislation.

15.04 Court Leave A leave of absence with pay shall be given to an employee, other than an employee who is on a leave of absence without pay or under suspension, who is required to serve on a jury. An employee given such a leave of absence pursuant to this clause shall have deducted from his/her salary an amount equal to the amount the employee receives for such duty.

Employees subpoenaed by the courts, involving matters relating to the employer, will be compensated in wages or time off as determined by the employer.

15.05 Leave of Absence for Adoption - An employee, who adopts a child, will be entitled to a minimum of three (3) months leave of absence without loss of seniority and accumulated benefits up to the commencement of the leave.

15.06 Paid Education Leave

(a) The Company agrees to pay into a special fund one hundred dollars (\$100.00) per year for the purpose of providing Paid Education Leave. Such leave will be for upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union *Unifor*, effective from

date of ratification and sent by the Company to the following address:
*Unifor, 205 Placer Court, Toronto, ON, M2H 3H9 Attention: Paid
Education Leave Department.*

- (b) The Company further agrees that members of the Bargaining Unit, selected by the union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

15.07 Critically Ill Child - An Employee who has been employed by the employer for a period of at least (6) months of continuous employment and is the parent of a critically ill child defined by the *Labour Standards Code* is entitled to take unpaid leave of absence.

15.08 Domestic Violence Leave

- (a) Employees are entitled to leave in accordance with the domestic violence leave provisions of the Nova Scotia Labour Standards Code, as may be amended from time to time. An employee will ask the employer, in writing, of their wish to take domestic violence leave. In doing so, the employee will fill out a "Notification to the Employer- Domestic Violence Leave" form.

In accordance with the Labour Standards Code and Regulations, employees are entitled to ten (10) days leave to attend to matters directly related to the domestic violence, three (3) of which are paid and seven (7) of which are unpaid. The ten (10) days may be taken continuously or intermittently. In the event of an amendment to the Labour Standards Code and/or Regulations, the amended entitlements of the legislation will replace those of this article.

The employer may consider special circumstances as described by a certified medical professional, which are directly related to the impugned work performance, or absence(s) as mitigation factors in the application of a disciplinary sanction, as deemed reasonable by the employer. The employer agrees to keep personal information contained in the form in the strictest confidence.

15.09 Leave for Crime Related Child Death or Disappearance

An Employee who has been employed by the Employer for a period of at least three (3) consecutive months and is the parent or guardian of a child who dies or disappears, and it is probably considering the circumstances that the child

has died or disappeared as the result of a crime, is entitled to an unpaid leave of absence of up to one hundred and four (104) weeks in the case of a death, or fifty-two (52) weeks in the case of a disappearance, in accordance with the Labour Standards Code.

15.10 Critically Ill Adult Care leave

An Employee who has been employed by the Employer for a period of at least three (3) consecutive months is entitled to an unpaid leave of absence of up to sixteen (16) weeks to provide care to a critically ill adult family member in accordance with the provisions of the Labour Standards Code.

ARTICLE 16 - UNION BULLETIN BOARDS

16.01 The Employer shall furnish the Union with a Union Bulletin Board and the union shall be permitted to post notices of meetings and any other matters of interest to the membership on that board.

ARTICLE 17 - VACANCIES

17.01 All vacancies, within the Bargaining Unit that the employer requires to be filled, shall be bulletined for fourteen (14) days and application from present employees shall be given preference for the bulletined positions in accordance with seniority and the ability of the employees. Nothing shall prevent the employer from temporarily filling the position during the fourteen (14) day bulletined period. The employer agrees to fill the vacancies within five (5) working days following the fourteen (14) day posted period and once it is determined that the position is one which shall be filled. Management reserves the right not to fill a position should it be deemed that the position is no longer required in order to fulfill staffing needs.

17.02 First Aid Kits will be supplied by the employer and kept within the working areas, properly stocked.

ARTICLE 18 - COLLECTIVE AGREEMENT

18.01 Copies of the Collective Agreement will be provided to all employees within thirty (30) days of the signing of this Agreement.

Job descriptions will be provided to all employees within twelve (12) months from date of signing Agreement.

ARTICLE 19 - BENEFITS

- 19.01 (a) The cost of the benefits below, shall be paid fifty percent (50%) by the employer and fifty percent (50%) by the employee.
- a) Drug Plan
 - b) Vision Care
 - c) Hearing Care
 - d) Dental Plan
- (b) The employer agrees to deduct benefit premiums from the employees' pay cheques before employees receive their cheques.
- (c) When an employee has a question or requires information regarding the Benefit Plan, his or her representative shall approach the employer, who shall make all the information about the plan available to them.
- (d) The benefits set out in this Article and the eligibility for such benefits shall not be changed or modified during the life of this Agreement, except by negotiations and the mutual agreement of the union and the employer. The union agrees should the premium increase beyond five percent (5%), a meeting will be convened to discuss the offsetting of the cost.
- (e) An Employee off sick, injured, or on leave as set out in this agreement, will have their benefit package continued for a period of three consecutive months, in which employees will pay their 50%. Employees agree to pair their portion of this premium during this period. Following the conclusion of the three-month period, the employee may continue to receive their benefits package, in which 100% of premiums will be paid by the employee during this period of leave, sick time, or injury.
- 19.02 Any scheduled work for which the scheduled employee is not available, will be offered to part-time employees on the basis of seniority. This work is an addition to the regular scheduled shifts and will be paid for all hours worked of straight time rates up to eighty (80) hours in any consecutive two (2) week period at which time the overtime Article will apply. The employer agrees that no person outside the Bargaining Unit shall be permitted to perform any work normally performed by members of the Bargaining Unit unless the employer has first unsuccessfully attempted to approach all members of the Bargaining Unit and none are available for that work, then the employer shall have the right to go outside the Bargaining Unit to fill that particular shift. The Union agrees that once the permanent employees have worked eighty (80) hours in a consecutive two (2) week period, then the employer shall have the right to call in casual or relief workers.

ARTICLE 20 - EDUCATION

20.01-The employer recognizes the need for continual education in an effort to ensure that all employees have the opportunity to upgrade their skills for the work that they are employed to do. Management agrees to cover any costs for courses that are required by the employer. If an employee is scheduled to work during mandatory courses, the employer will grant time off with pay.

- a. Fire and Life Safety, with available refresher on an annual basis;
- b. Medication and Personal Care, on an annual basis, and availability of acceptable trainers;
- c. First Aid and CPR according to the frequency established by certifying agents;
- d. Crisis prevention (or equivalent relevant course) refreshers determined by the facility administrator; and
- e. WHMIS.

ARTICLE 21 - NO DISCRIMINATION

21.01 The company and the union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, marital status, sex, race, color, national origin, political or religious affiliations, disability, and sexual orientation nor by reason of union membership or activity.

ARTICLE 22 - HEALTH & SAFETY

22.01 The employer, the union and the employees will make every effort to comply to a timely manner with all applicable legislation pertaining to the Health and Safety of the employees at the Company.

22.02 The union and the employer agree to promote measures to assure the Health and Safety of all employees.

22.03 The Joint Health and Safety Committee (JHSC) will have a total of four (4) members, two (2) representing the union, who are elected or appointed by the union and two (2) representing Management. Both sides will be entitled to invite an additional person to each meeting.

22.03 Each member of the Joint Health & Safety Committee (JHSC), shall be certified, as required, and will suffer no loss of wages while attending meetings.

22.04 During all absences, both parties will recognize a substitute member as designated.

ARTICLE 23 - WAGES

23.01 The Employer agrees to pay and the Union agrees to accept the scale of wages in accordance with the following schedule:

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%		
			Apr.01-21 Hourly Rate	Apr.01-21 Approx. Annual Rate	Apr.01-22 Hourly Rate	Apr.01-22 Approx. Annual Rate	Apr.01-23 Hourly Rate	Apr.01-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	
Residential Care Assistant (without CCA Certification)*	Start	\$17.5620	\$36,528.96	\$17.8254	\$37,076.89	\$18.0928	\$37,633.04	\$18.6356	\$38,762.03	\$18.7288	\$38,955.84
	After 1 year	\$17.9158	\$37,264.86	\$18.1845	\$37,823.83	\$18.4573	\$38,391.19	\$19.0110	\$39,542.93	\$19.1061	\$39,740.64
	After 2 years	\$18.2686	\$37,998.69	\$18.5426	\$38,568.67	\$18.8208	\$39,147.20	\$19.3854	\$40,321.62	\$19.4823	\$40,523.23
	After 3 years	\$18.6096	\$38,707.97	\$18.8887	\$39,288.59	\$19.1721	\$39,877.92	\$19.7472	\$41,074.26	\$19.8460	\$41,279.63
	After 4 years	\$18.9632	\$39,443.46	\$19.2476	\$40,035.11	\$19.5364	\$40,635.64	\$20.1225	\$41,854.71	\$20.2231	\$42,063.98

*Note: This wage scale has been added in accordance with the MOA of May 4, 2022.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		Wage Adjustment		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%		
			Apr.01-21 Hourly Rate	Apr.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Apr.01-22 Hourly Rate	Apr.01-22 Approx. Annual Rate	Apr.01-23 Hourly Rate	Apr.01-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	
Residential Care Assistant (with CCA Designation)	Start	\$17.5620	\$36,528.96	\$17.8254	\$37,076.89	\$21.4712	\$44,660.00	\$21.7932	\$45,329.90	\$22.4470	\$46,689.80	\$22.5593	\$46,923.25
	After 1 year	\$17.9158	\$37,264.86	\$18.1845	\$37,823.83	\$21.9096	\$45,572.00	\$22.2383	\$46,255.58	\$22.9054	\$47,643.25	\$23.0199	\$47,881.47
	After 2 years	\$18.2686	\$37,998.69	\$18.5426	\$38,568.67	\$22.3567	\$46,502.00	\$22.6921	\$47,199.53	\$23.3728	\$48,615.52	\$23.4897	\$48,858.60
	After 3 years	\$18.6096	\$38,707.97	\$18.8887	\$39,288.59	\$22.8130	\$47,451.00	\$23.1552	\$48,162.77	\$23.8498	\$49,607.65	\$23.9691	\$49,855.69
	After 4 years	\$18.9632	\$39,443.46	\$19.2476	\$40,035.11	\$23.2784	\$48,419.00	\$23.6275	\$49,145.29	\$24.3364	\$50,619.65	\$24.4581	\$50,872.75

General Economic Increases

In the event there is a general economic increase(s) negotiated in the publicly funded Long Term Care (LTC) sector, for another publicly funded LTC Employer which has a contract term April 1, 2021-March 31, 2024, that is greater than the general economic increase(s) provided for in this Agreement, the same general economic increase(s) may be applied to this agreement.

Unifor Local 4600 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate general economic wage increases.

Classification Adjustments

Where through collective bargaining, a classification adjustment is negotiated into the collective agreement with a term of April 1, 2021-March 31, 2024, of a publicly funded LTC Employer that increases the compensation of a publicly funded classification within LTC, the classification may be adjusted to the higher of the two rates.

Unifor Local 4600 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate classification increase.

ARTICLE 24 - LABOUR MANAGEMENT COMMITTEE

24.01 Labour Management committee shall be established consisting of two (2) representatives each of the union and employer. The purpose of this committee is to review suggestions from employee's questions of working conditions, practices and safety. The committee agrees to meet quarterly and shall not deal with grievance issues or other matters set out in the collective agreement.

ARTICLE 25 - RETROACTIVITY

25.01 Wages for employees shall be retroactive to April 1st, 2021 or of date of hiring if later, and shall be calculated in accordance with the provincial mandate, and paid eligible employees in one (1) lump sum payment. Employees leaving the employ of the employer prior to the signing of this agreement shall be entitled to retroactivity upon giving the employer written notice within fifteen (15) calendar days of the signing of the collective agreement.

ARTICLE 26 - DURATION

26.01 This Agreement shall become effect upon ratification and remain in full force and effect until March 31st, 2024.

This Agreement will be automatically renewed from year to year unless one party gives the other party ninety (90) days' notice prior to the expiration date of this Agreement.

DATED THIS 29 DAY OF December, 2022.

DONMAR Investment Limited,
Operating as Carefield Manor Ltd. (2014)

UNIFOR, LOCAL 4600

Tam Dunn

Susan Grier

Jamie Pollock

Inus Neal

LETTER OF UNDERSTANDING
RE: 12 HOUR SHIFTS

If a 12 (twelve) hour shift becomes available in the Bargaining Unit, Management will offer such shifts to the employees on the basis of seniority, as long as such shifts do not result in overtime. Employees will be required to give management, in writing, their wish to work such shifts.

DATED THIS 29 DAY OF December, 2022.

DONMAR Investment Limited,
Operating as Carefield Manor Ltd. (2014)

UNIFOR, LOCAL 4600

Tom Donnan

Susan Yee

Jamie Pollock

Sam Reid