

COLLECTIVE AGREEMENT

BETWEEN:

**SHANNEX RLC LIMITED, carrying on business
as PARKLAND CAPE BRETON, 118 Kenwood Drive,
Sydney, Nova Scotia**

COMPANY

- AND -

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA (CAW - CANADA), LOCAL 4600**

UNION

May 15, 2012 – May 14, 2015

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ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to:

- (a) promote and maintain harmonious relationships between the Company and the Employees;
- (b) define wages and conditions of employment;
- (c) provide an amicable method of settling and preventing grievances or differences which may from time to time arise; and
- (d) provide for the carrying on of the Company's business under methods which will further, to the fullest extent possible, efficiency and economy in operation, while promoting the safety and welfare of the Employees.

It is the duty of both parties to cooperate fully, both collectively and individually, for the promotion of the aforesaid conditions.

ARTICLE 2 – DEFINITIONS AND GENERAL

The following definitions shall apply to this Collective Agreement:

- 2.01
- (a) "Casual Employee" means a person who works "on-call" or on an "as-needed basis" but is not regularly scheduled.
 - (b) "Company" means Shannex RLC Limited carrying on business as Parkland Cape Breton, 118 Kenwood Drive, Sydney, Nova Scotia.
 - (c) "Employee" means a Full-Time or Regular Part-Time Employee in the Bargaining Unit as described in Article 5.01.
 - (d) "Full-Time Employee" means an Employee in the Bargaining Unit who,
 - (i) if regularly scheduled to work eight (8) hour shifts, would normally average eighty (80) hours bi-weekly; or
 - (ii) if regularly scheduled for twelve (12) hour shifts, would normally average eighty (80) hours bi-weekly over a schedule cycle.
 - (e) "Hours worked" includes regular hours worked, vacation hours paid, paid sick leave, paid holidays, paid leaves of absence, paid union leave, but excludes overtime, hours worked as a casual Employee and any time on Workers' Compensation.

- (f) "Regular Part-Time Employee" means an Employee in the Bargaining Unit who is employed on a regular basis, but who is regularly scheduled to work less than the regularly scheduled hours of a Full-Time Employee.
- (g) "Probationary Period" means the first six hundred forty (640) hours of employment as an Employee in the Bargaining Unit, excluding orientation hours.
- (h) "Spouse" means a person to whom an Employee is married, or with whom the Employee is living in a conjugal relationship of at least one year in duration and includes a person of the same or opposite sex. A conjugal relationship as used in this Agreement requires common co-habitation and representation in the community of a marital relationship. The term "spouse" also includes the term "partner" if the relationship meets the requirements of this sub-article.
- (i) "Temporary Position" is a Full-Time or Part-Time position for a designated period in excess of ten (10) weeks. A Temporary Position may be terminated at any time, subject to the provisions of Article 14 - Layoff and Recall. Full-Time and Regular Part-Time Employees who accept a Temporary Position, will maintain their entitlement for group health benefits and RRSP entitlement, but scheduling, sick leave accrual, statutory holidays, and vacation benefits will be based on the Temporary Position.
- (j) "Union" means the National Automobile, Aerospace, Transportation and General Workers' Union of Canada (CAW-Canada), Local 4600.
- (k) "Working Day" means, for the purposes of Articles 9 and 10, Monday to Friday (inclusive), but excluding the general holidays referred to in Article 19 of this Agreement.

2.02 Throughout this Agreement, the feminine includes the masculine and the plural includes the singular, and vice versa, as the context requires.

2.03 There will be no pyramiding under this Collective Agreement. Not to restrict the generality of the foregoing, no Employee shall receive for any work performed under this Agreement more than time and one-half the Employee's normal rate of pay outlined in Schedule "A" to this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges and agrees that, subject to the terms of this Agreement, it shall be the exclusive right of the Company to manage the business and the operation in all respects including, but not restricted to the right to:

- (a) operate and manage the business and operations of the Company and working force of the Company and establish standards and procedures for the service, care, welfare, safety, and comfort of clients of the Company, consistent with the terms of this Agreement;
- (b) maintain order and efficiency and to make or alter rules and regulations to be observed by Employees which are not in conflict with any provision of this Agreement; and
- (c) select, hire, direct, transfer, promote, demote, classify, re-classify, lay-off, re-hire, suspend, discharge immediately for just and proper cause or otherwise discipline Employees.

3.02 The Union recognizes that the Company has sole discretion in the creation of the job descriptions for classifications for which the union is the bargaining agent. The Company agrees to draw up job descriptions for these positions and present them to the Union.

ARTICLE 4 - UNION RECOGNITION AND SECURITY

4.01 The Company recognizes the Union as the exclusive bargaining agent for all Full-Time and Regular Part-Time Employees of the Company operating as Parkland Cape Breton, 118 Kenwood Drive, Sydney, Nova Scotia working as:

- (a) Housekeepers;
- (b) Dietary Staff;
- (c) Recreation Staff; and
- (d) Client Services Assistants (Resident Assistants).

The Bargaining Unit excludes the General Manager, Office Manager, Client Services Managers, Executive Chef, Maintenance Coordinator, Life Style Consultant, Receptionists, Casual Employees and those persons excluded by paragraphs (a) and (b) of subsection (2) of section 2 of the *Trade Union Act*.

4.02 The provisions of this Agreement may be waived only by written agreement of the parties. No Employee shall be required or permitted to make any written or verbal agreement with the Company, its representatives or supervisors which is contrary to the terms of this Agreement.

4.03 Should a new classification be created by the Company within the Bargaining Unit during the term of this Agreement, the Company and the Union shall negotiate the rate of pay with working conditions subject to this Agreement. Nothing herein prevents the

Company from filling such position, assigning a rate of pay and working conditions to the position and having Employees working in such positions during such negotiations.

ARTICLE 5 – DISCRIMINATION/HARASSMENT

- 5.01 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion expressed or practiced with respect to any Employee by reason of age, race, colour, religion, creed, sex, sexual orientation, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity or an Employee's association with another individual or class of individuals having characteristics referred to above.
- 5.02 The Company strictly prohibits any conduct that constitutes harassment (including sexual harassment) of any kind and may discipline any Employee considered to be involved in committing such conduct.
- 5.03 For purposes of this Article 5.02, "harassment" is as defined in the Workplace Harassment Policy of the Company. The Company agrees to consult and cooperate with the Union before any changes are made to the Workplace Harassment Policy of the Company in effect dated March 2012.
- 5.04 Where an Employee in the Bargaining Unit alleges a violation of this Article 5 – Discrimination/Harassment and/or the Workplace Harassment Policy of the Company by another Employee in the Bargaining Unit, the Company agrees to have a representative of the Union participate in any formal complaint at all steps of the investigation jointly with the investigator appointed by the Company, including, where considered appropriate, to submit a separate written report to the General Manager before the General Manager determines, if any, would be provided and/or what disciplinary action, if any, would be imposed.

ARTICLE 6 - UNION SECURITY AND DUES DEDUCTION

- 6.01 The Company will deduct from the earnings of each Employee who has completed the probationary period coming within the scope of the Bargaining Unit defined in the recognition clause of this Agreement the monthly dues of the Union in accordance with the provisions of the Constitution of the CAW - Canada. The Union must advise the Company in writing of the amount of regular monthly dues.
- 6.02 (a) All amounts deducted, together with the record of names, amounts and dates shall be transmitted by the Company to the Local Financial Secretary of Local 4600 CAW -

Canada not later than the 15th of the month following the month for which such deductions were made.

(b) The Company will provide the Local Financial Secretary-Treasurer on the 15th day of each month with a list of all new Employees who are within the Bargaining Unit and all such Employees who were included on the previous month and have since:

- (i) left the employment of the Company;
- (ii) been promoted to a non-Bargaining Unit position;
- (iii) changed surnames (to the knowledge of the Company) or;
- (iv) been granted a leave of absence.

- 6.03 Upon the receipt of a written request from an Employee, the Company will deduct and remit to the Union the Union's initiation fees.
- 6.03 The Company agrees to deduct dues in arrears when requested in writing by the Union to do so. The Union agrees to make refund to an Employee concerned when there is an over deduction of dues.
- 6.04 The Union shall indemnify and save the Company harmless from any liability arising out of deductions made in accordance with this Article 6.
- 6.05 No Employee will be discriminated against, interfered with, restricted or coerced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Union and the Company agree to share equally the cost of printing sufficient copies of the Collective Agreement for all Employees and the Company.
- 7.02 The Company agrees to acquaint new Employees with the fact that a Collective Agreement is in effect.
- 7.03 All correspondence between the parties arising out of this Collective Agreement shall pass to and from the General Manager (or designate) and the Unit Chairperson (or designate). A copy of any correspondence between the Company and any Employee in the Bargaining Unit pertaining to discipline shall be forwarded to the Unit Chairperson (or designate).

- 7.04 The Company recognizes the right of the Union to elect representatives who shall be responsible for the day-to-day administration of the Collective Agreement. The Union will advise the Company of the names of such representative(s).
- 7.05 Any member of the Union who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of pay, to assist in the representation of Employees in a matter relating to a grievance. Such representative must request and must obtain permission from her immediate supervisor prior to leaving her work and report back to her supervisor upon her return; such permission shall not be unreasonably withheld.
- 7.06 The Union agrees to allow a National Representative of the Union access to the premises of the Company, provided the Union first obtains permission from the General Manager (or designate) of the Company; such permission will not be unreasonably withheld. Where possible, any such request to access the premises of the Company will be made by the Union at least twenty-four (24) hours in advance.
- 7.07 Meetings between the Company and the representatives of the Union requested by the Company and/or the Union shall be held, by mutual agreement on the premises of the Company and if the meeting is held during the union representative's normal working hours, she will be paid her basic hourly rate.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

- 8.01 (a) A Labour-Management Committee ("Committee") shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Company.
- (b) The Committee shall meet at mutually agreeable dates and times. Unless otherwise mutually agreed, there shall be a minimum of four (4) meetings per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged by the parties at least three (3) days prior to the meeting.
- By mutual agreement of the Committee, other persons may be invited to attend a meeting of the Committee.
- (c) Employee representatives shall not incur any loss of pay for times spent at meetings of the Committee.
- (d) The Committee shall concern itself with matters of the following general nature:
- (i) identification and resolution of common problems;
 - (ii) the facilitation of communications between the Union and the Company;
and

- (iii) development of viable solutions to identified problems and the recommending of proposed solutions to problems or issues.

The Committee shall not have jurisdiction over salaries or any matter of collective bargaining. The Committee may make recommendations to the Company and the Union with respect to its discussions and conclusions but cannot bind either the Company or the Union or its Members to any decision or conclusions reached.

- (e) Minutes shall be prepared and signed by representatives of each of the parties who attended a meeting of the Committee as promptly as possible after the meeting and a copy of such minutes provided to the Union.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 A grievance under this Agreement shall be defined as any difference or dispute arising out of the interpretation, application or administration of this Collective Agreement.
- 9.02 The Company will recognize a Grievance Committee of the Union who shall have the responsibility to deal with complaints and grievances.
- 9.03 Company Grievance - The Company may institute a grievance by delivering the same in writing to the President of the Union (or designate) and the President of the Union shall answer such grievance within five (5) working days. If the answer is not acceptable to the Company, the Company may, within ten (10) working days from the date the President of the Union gives her answer, refer the dispute to arbitration by giving a written notice to the Union.
- 9.04 Policy Grievance- It is agreed that in the case of any general allegation by the Union that the Company has violated this Agreement in a manner that affects broad principles, rather than specific individuals, the Union may present the grievance, in writing, directly to the General Manager (or designate). Subsequent action will be governed by Steps 3 and 4 of the normal grievance procedure.
- 9.05 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible. The Company shall be under no obligation to consider or process any grievance unless such grievance has been presented to the Company in writing within five (5) working days from the time the circumstances upon which the grievance is based were known, or reasonably ought to have been known by the Grievor or the Union, as the case may be.
- 9.06 Grievances or complaints arising under this Agreement shall be adjusted or settled as follows:

Step One - Within five (5) working days from the time the circumstances upon which the grievance is based where known, or should reasonably be known, the Employee, together with a Union Representative (if requested by the Employee) shall first discuss her grievance with the Employee's immediate Supervisor (or designate). The Supervisor shall give a decision within five (5) working days.

Step Two - Should the decision of the Supervisor (or designate) not be acceptable to the Employee, the grievance shall be referred to the General Manager (or designate) within five (5) working days from the receipt of the decision of the immediate Supervisor (or designate) at Step One. The General Manager (or designate) shall, if operational requirements permit, convene a meeting with the Employee and the Union Representative within five (5) working days following receipt of the grievance. The General Manager (or designate) shall render a decision in writing within five (5) working days from the date of the meeting, if a meeting has been held, or within five (5) working days from the date of the receipt of the grievance if no meeting is held. Both parties will cooperate to ensure that, wherever possible, there is a meeting held at this Step Two.

Step 3 - If the decision of the General Manager (or designate) at Step Three is not acceptable, the Union may refer the grievance to arbitration by notice in writing within ten (10) working days from the date of the receipt of the decision at Step Three.

If a grievance is not submitted, or advanced from one step to another within the time limits in this Article, the grievance shall be deemed abandoned and all rights of recourse to the grievance and arbitration procedure shall be at an end. The time limits may be extended by mutual agreement in writing between the parties.

ARTICLE 10 - ARBITRATION HEARING PROCEDURE

- 10.01 In the event that a grievance is submitted to arbitration, the grievance shall be heard by a single arbitrator. The Union and the Company shall attempt to agree on the appointment of the arbitrator and if they are unable to agree within twenty (20) working days, either party may request that the Minister of Labour appoint the arbitrator.
- 10.02 The fees and expenses of the arbitrator shall be shared equally between the parties. Each party shall pay its own costs and the fees and expenses of its witnesses.
- 10.03 The decision of the Arbitrator will be final and binding upon the parties and Employees affected by the decision. The Arbitrator shall not have jurisdiction or the authority to add, delete or modify any provisions of this Agreement. Where the Arbitrator determines that an Employee has been disciplined or discharged by the Company for just cause, the Arbitrator has power to substitute for the discharge or discipline any other penalty that to the Arbitrator seems just and reasonable in the circumstances.

10.04 Mediation may be used as an additional or an alternative process to arbitration with the mutual agreement of the Union and the Company.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.01 No Employee shall be disciplined or discharged without just cause, except that a probationary Employee can be dismissed for unsuitability and such a dismissal may not be the subject of a grievance.

11.02 A steward shall be present when an Employee is being disciplined with a written warning or more serious discipline. Where an Employee is being verbally disciplined with a written record to be placed in the Employee's file, a Steward shall be present if requested by the Employee.

11.03 Employees shall be notified in writing of the reasons for discharge.

11.04 Notwithstanding that the disciplinary procedure is progressive, there is certain conduct of an extremely serious nature which may, in the appropriate circumstances, lead to the immediate discharge of an Employee; examples are:

- (a) Resident abuse;
- (b) Theft (from a resident, the Company or another Employee);
- (c) Reporting for, or being at work, under the influence of alcohol or non-prescription drugs;
- (d) Threats, intimidation or harassment;
- (e) Insubordination;
- (f) Breach of confidentiality; and
- (g) Intentional damage of Company property.

subject to the right to file a grievance.

ARTICLE 12 - PROBATIONARY PERIOD

- 12.01 (a) The first six hundred forty (640) hours of employment as an Employee in the Bargaining Unit, excluding orientation hours, shall be considered as the Probationary Period.
- (b) Notwithstanding anything contained in this Agreement, an Employee may be dismissed at any time during the Probationary Period if, in the sole opinion of the Company, the Employee is unsuitable for the job to which she has been assigned. Without limiting the generality of the foregoing, Probationary Employees shall not be entitled to the provisions of the grievance procedure for purposes of discipline or discharge during the Probationary Period.
- (c) The Union may request a meeting to review the performance record of the Employee at any time during the Probationary Period.
- (d) All terms and conditions of the Collective Agreement except for Article 9 – Grievance Procedure shall apply to Probationary Employees.

ARTICLE 13 - SENIORITY

- 13.01 Seniority shall operate on a Bargaining Unit wide basis.
- 13.02 Upon successful completion of the probationary period, an Employee shall have her seniority date established as of her first day of work as an Employee in the Bargaining Unit.
- 13.03 (a) A seniority list shall be prepared and posted within 30 days of the signing of this collective agreement, and updated every year thereafter, with a copy sent to the Unit Chairperson;
- (b) Within the 30 days following the posting of the seniority list, an Employee in disagreement with her seniority thereon must indicate her disagreement in writing to her Supervisor. Within five (5) working days following, the Supervisor shall respond to the Employee, in respect to the problem raised. Failing satisfactory response, or in the absence of a response, the Employee may submit a grievance at Step 2 in accordance with the provisions of Article 9, starting from the date the Supervisor gave or should have given her response.
- (c) In the event that more than one (1) Employee commences work on the same date and at the same hour, all such Employees will have their seniority determined by a draw in the presence of a representative of both the Union and the Company.

The results of such draw are to be acknowledged in writing and signed off by the Employee.

13.04 Loss of Seniority

Seniority shall cease and employment shall be deemed to be terminated for any of the following reasons:

- (a) If an Employee is discharged, and such discharge is not reversed under the grievance or arbitration procedure;
- (b) If an Employee voluntarily resigns;
- (c) If an Employee is absent for more than three (3) scheduled working days without a reasonable excuse;
- (d) If an Employee fails to report to work at the expiration of a leave of absence or maternity leave unless the Employee has advised the Company of her inability to return to work with a reasonable excuse;
- (e) If after receiving notice of recall from a layoff, the Employee has failed to notify the Company as to whether or not she will accept the recall within seven (7) calendar days;
- (f) If an Employee transfers out of the Bargaining Unit for more than six (6) months;
- (g) If an Employee is laid off for twelve (12) consecutive months; or
- (h) If an Employee retires.

ARTICLE 14 - LAYOFF AND RECALL

14.01 In the event of a layoff, Employees shall be laid off in reverse order of seniority provided the remaining Employees have the immediate skill and ability to effectively perform the work that is available.

14.02 Employees on layoff shall be recalled in order of seniority when work becomes available provided they have the immediate skill and ability to effectively perform the work that is available.

14.03 Notwithstanding 14.01 and 14.02, Employees may not benefit from a layoff; e.g. a part time Employee may not displace a full time Employee, however a Full Time Employee may displace a Regular Part Time Employee provided there are no full time positions available as a result of the layoff.

- 14.04 The Company will endeavor to give to the Union as much prior notice of a layoff as is possible in the circumstances.
- 14.05 It is the obligation of each Employee on layoff to keep the Company advised at all times of her current address and phone number.
- 14.06 The Company shall give notice of recall by phone or mail to the last known phone number or address of the Employee. An Employee is expected to return to work on the date requested by the Company. The Employee may, if her personal circumstances require, extend her date for a return to work for a maximum of seven (7) calendar days.

ARTICLE 15 - JOB POSTING

- 15.01 Where a new Full-Time position is created within the Bargaining Unit or a Full-Time vacancy occurs within a job classification which the Company intends to fill (including a Temporary Position expected to last more than 10 weeks) the Company shall post notice on a designated bulletin board for a minimum of seven (7) days.
- 15.02 Each posting shall be accompanied by either a brief description of the position or information as to where position information can be found.
- 15.03 If an Employee is interested in applying, an application in writing must be submitted directly to the General Manager (or designate).
- 15.04 In determining the successful candidate when filling a vacant position, seniority shall be the determining factor where two or more candidates are deemed by the Company to be relatively equal in their ability, skills, qualifications and demonstrated work performance to perform the required duties of the position. The Company shall, within seven (7) days of the posting coming down, choose the successful candidate and the Employee selected shall assume the position as soon as reasonably possible. *M. G. O.*
- 15.05 No applications received from persons outside the Bargaining Unit shall be considered until the applications of present Employees have been fully considered.
- 15.06 If an Employee is not successful in an application for a position, the Company will meet with the Employee, on request, and explain the reason(s) why the Employee was not successful.

- 15.07 If a Part-Time position becomes available, the Company will offer the position to the most senior Employee in that job classification who has indicated in writing her interest in working additional or changed hours.
- 15.08 Should the successful candidate be an existing Employee, she shall be placed on a trial period for two hundred and forty (240) hours worked in her new position. If the Company determines that she is unsatisfactory in her new position, or if the Employee feels that she is unable to perform her duties, prior to the expiry of the trial period, the Employee shall be returned to her former or equivalent position and salary and any other Employee promoted or transferred because of the rearrangement of positions shall be returned to her former or equivalent position and salary. An Employee who feels that she is unable to perform her duties after one hundred and twenty (120) hours, but before the end of the end of the trial period may return to her previous position. An Employee may only request to leave a new position within the two hundred and forty (240) hours worked if they have not requested to leave another position within the two hundred and forty (240) hours worked.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.01 The hours of work for a Full-Time Employee will normally average eighty (80) hours bi-weekly for Employees working eight (8) hour shifts and would normally average eighty (80) hours bi-weekly over a schedule cycle for Employees working twelve (12) hour shifts.
- 16.02 (a) The Company will post at least two (2) weeks in advance a schedule of working hours for all Full-Time Employees and Regular Part-Time Employees. The Unit Chair or designate shall be permitted to review the work schedules at any reasonable time and make a copy thereof.
- (b) The Company will endeavour to provide twenty-four (24) hours notice to an Employee when hours of work as posted have to be changed.
- (c) The Company recognizes that Full-Time Employees want and deserve as much as regularity and predictability in their hours of work as possible. The Company will continue to work towards that end. The Union recognizes that scheduling issues exist and will continue to exist. The Company agrees that there will be no arbitrary or unreasonable changes in shifts.
- (d) Shift rotations will be part of the schedule in accordance with Article 16.01(e).
- (e) When any major change is being considered by the Company in the shift schedule, the Company agrees that there will be prior consultation with

the Union and the Company will take into consideration the preferences of a clear majority of the Employees' affected provided that such wishes do not adversely impact upon operational or cost requirements of the Company.

16.03 The following breaks will occur during each shift of 8 hours or more, but less than 12 hours:

- (a) an unpaid meal break of 30 minutes; and
- (b) 2 paid breaks of 15 minutes each.

At the discretion of the Company, acting reasonably, these may be taken as two (2) thirty (30) minute breaks.

16.04 The following breaks will occur during each shift of 12 hours or more:

- (a) an unpaid meal break of 45 minutes; and
- (b) 3 paid breaks of 15 minutes each.

At the discretion of the Company, acting reasonably, these breaks may be taken as two (2) thirty (30) minute meal breaks and two (2) fifteen (15) minute breaks.

16.05 For Employees working shifts of four (4) hours, there will be a paid break of fifteen (15) minutes.

16.06 Employees will be paid an overtime rate of time and one-half (1-1/2) the Employee's basic hourly rate for all paid hours worked in excess of 11.25 hours on any day or 82.5 paid hours worked in a bi-weekly period.

16.07 Hours worked for the purpose of overtime entitlement do not include paid sick time, vacation, or Worker's Compensation hours.

16.08 Management must authorize overtime in advance. Overtime will not be claimed for less than 15 minutes at the end of a shift.

16.09 Nothing in this Article 16 shall be construed as a guarantee by the Company to any Employee of a minimum or maximum number of hours of work in a day, a week, or in a bi-weekly period.

16.10 An Employee shall be permitted to exchange a shift with another Employee in the same classification, subject to the following:

- (a) The Employees exchanging shifts shall give written notification to their immediate Supervisor (or designate) within twenty-four (24) hours, and

must receive the consent of their immediate Supervisor (or designate), such consent not to be unreasonably withheld;

- (b) There shall be no increased cost to the Company; for example, no shift exchange can be made if any Employee would receive overtime because of the exchange unless the Employee, the Union and the Company mutually agree that overtime will not apply; and
 - (c) The shifts exchanged shall be during the same pay period.
- 16.11
- (a) The Company shall endeavour to grant Full-Time Employees working twelve (12) hour shifts a minimum of one (1) weekend off every four (4) weeks.
 - (b) The Company shall grant Full-Time Employees working other than twelve (12) hour shifts every other weekend off, unless mutually agreed upon otherwise.
 - (c) The Company shall grant Regular Part-Time Employees one (1) weekend off in four (4) weeks unless mutually agreed upon otherwise.
- 16.12
- The Company will endeavor to schedule at least twelve (12) hours off between regularly scheduled shifts unless mutually agreed otherwise.
- 16.13
- When extra shifts or hours of work are available to be assigned within a classification, such extra shifts or hours of work will first be offered to Regular Part-Time Employees in the classification in order of seniority, then to Casual Employees and then to Full-Time Employees in order of seniority provided that by following the provisions of this Article, no over-time is incurred.
- 16.14
- The Company will endeavor to distribute overtime equally among qualified Employees in the classification; however if no Employee is willing to work the overtime, the Employee(s) with the least seniority will be required to attend at work.
- 16.15
- (a) When a Full-Time Employee is recalled to work outside her scheduled working hours, she shall be paid for not less than four (4) hours;
 - (b) Regular Part-Time Employees shall be paid at straight time for the hours worked when posted except for when she is called to work outside her scheduled working hours when she shall be paid for not less than four (4) hours.
- 16.16
- The Company will endeavour to:

- (a) For Employees working eight (8) hour shifts, not schedule more than five (5) consecutive days; and
- (b) For Employees working twelve (12) hour shifts, not schedule more than four (4) consecutive days.

16.17 A Full-Time Employee who is required by the Company to work on her scheduled day off will be paid at the rate of time and one-half for the hours worked.

16.18 If an Employee works four (4) hours or more beyond her regularly scheduled shift, a meal will be provided by the Company. If a meal cannot be provided by the Company, the Employee shall be reimbursed for the cost of a meal not to exceed ten (10) dollars upon presentation of a receipt.

ARTICLE 17 – LEAVES OF ABSENCE

17.01- Bereavement Leave

(a) In the event of the death of an immediate family member, being the Employee's:

spouse (which includes current common law spouse);
 parent;
 child;
 step-child;
 step-parent;
 brother;
 sister;
 grandchild; or
 grandparent;

an Employee who has completed her probationary period will be granted up to five (5) consecutive days off with pay at the Employee's basic hourly rate, subject to a maximum of forty (40) hours of paid bereavement leave on any one death. If the Employee is on vacation at the time of the death of such immediate family member, up to five (5) days with pay at the Employee's basic hourly rate (subject to a maximum of seven and one-half (7.5) hours per day) will be added to the Employee's vacation entitlement.

The leave shall start no later than midnight following the death.

(b) In the event of the death of a non-immediate family member, being the Employee's:

aunt or uncle;
 niece or nephew;
 son-in-law;
 daughter-in-law;
 brother-in-law;
 sister-in-law;

mother-in-law;
father-in-law; or
legal guardian.

an Employee who has completed her probationary period will be granted up to two (2) consecutive days off with pay at the Employee's basic hourly rate, subject to a maximum of sixteen (16) hours of paid bereavement leave on any one death. If the Employee is on vacation at the time of the death of such non- immediate family member, up to two (2) days with pay at the Employee's basic hourly rate (subject to a maximum of seven and one-half (7.5) hours per day) will be added to the Employee's vacation entitlement.

The leave shall start no later than midnight following the death.

(c) In the event of the death of a non-family member, an Employee must seek authorization from the General Manager to be absent to attend the funeral and the leave will be taken as an unpaid leave of absence or the Employee may use time from their accumulated vacation or holiday bank.

17.02 - Personal Leave

- (a) An Employee with two (2) or more years of service may request a personal leave of absence without pay from the General Manager.
- (b) All requests for personal leaves of absence shall be made in writing to the General Manager and be submitted twenty one (21) days prior to the start date, except in emergency situations. The request must contain an expected date of return.
- (c) The decision whether to grant the request for leave shall be in the sole discretion of the Company.

Personal leaves will not be granted for the purpose of maintaining other employment.

Company benefit coverage will not be continued for any period of personal leave; provided, however, that the Employee may maintain benefit coverage for the period of personal leave by prepaying to the Company the full costs of the benefits for the period of the leave;

Employees are not eligible for accrual of vacation, sick, or holiday benefits during the period of leave.

17.03- Jury Leave

- (a) Leave of absence with pay shall be given to every Employee for each scheduled day of work the Employee serves on jury duty, other than an Employee already on leave of absence without pay or under suspension, who are required to serve on the jury, but all compensation received by the Employee for any scheduled day of work for such jury duty will be paid over to the Company provided that the Employee receives the greater amount;

- (b) Leave of absence with pay shall be granted by the Company for each scheduled day at work when an Employee is required to attend as a witness in Court (not an arbitration under this Agreement) with respect to a matter arising in the course of employment, but all compensation received by the Employee for any scheduled day of work for such appearance will be paid over to the Company provided that the Employee receives the greater amount. "Witness" means a person called by subpoena or summons as a witness to testify under oath or affirmation. However, this term shall not include a person directly or indirectly involved as a party to the proceeding.
- (c) The Employee shall notify her supervisor as soon as possible when required to serve under any of the above circumstances, and shall present proof of service on a jury or as a witness and the amount of payment received.

17.04- Union Business Leave

- (a) In the event a Union representative requires a leave of absence to attend to Union business, the Union representative must request leave from the General Manager of the Company.
- (b) The Union will give two (2) weeks' notice of the requirement for such leave.
- (c) Reasonable requests for leave in this circumstance shall not be denied.
- (d) If such leave is granted, it will be unpaid and without benefits provided, however, if requested by the Employee, wages and benefits will be continued for the period of the union business leave and the Company shall invoice the Union for the cost of the lost wages and benefits that the Employee would have earned during the period of absence.
- (e) The Employee on such leave shall continue to accrue seniority for the duration of the leave.

17.05- Pregnancy & Parental Leave

Employees will be entitled to unpaid leave in accordance with the Pregnancy and Parental leave provisions in the Nova Scotia *Labour Standards Code* R.S.N.S. 1989, c. 246, as amended (available from the Company on request)

17.06 - Compassionate Care Leave

Employees will be entitled to unpaid leave in accordance with the Compassionate Care Leave provisions in the Nova Scotia Standards Code R.S.N.S. 1989, c. 246, as amended (available from the Company on request).

17.07- Sick Leave

- (a) Only Full-Time, Regular Part-Time and Probationary Employees can accumulate paid sick time credits and only Full-Time and Regular Part-Time Employees can use sick leave credits.
- (b) Paid sick leave credits will accumulate at the rate of 0.045977 hours per actual hours worked, not including sick time.
- (c) The maximum allowable accumulation will be 200 hours.
- (d) An illness or injury for which Workers' Compensation is payable shall be deemed not to be a personal illness or injury for which an Employee is eligible to receive sick leave pay from the Company or a third party insurer.
- (e) If requested by the Company, an Employee claiming entitlement to sick leave must produce a medical certificate after two (2) days absence with the cost of such medical certificate to be paid by the Company. If such medical certificate is not produced, the Employee shall have no claim for pay in respect of the absences from work. The Company may request such certificate be obtained from a Medical Doctor of its own choice.
- (f) In the event of an unjustified failure by an Employee to notify the Company that she will be absent from work due to sickness, the Employee shall not be entitled to sick leave pay for that day. The Company reserves the right to investigate any reported illness of an Employee. Fraudulent requests for obtaining sick leave shall be cause for discharge.
- (g) Employees who are off work and insured by Workers Compensation Benefits must keep the Company aware of their progress/change and condition.
- (h) Payment for time lost due to workers' compensation injury will be made according to the Workers' Compensation Act (Nova Scotia). Workers' Compensation cheques will be made payable directly to the Employee;
- (i) Employees on long-term leave of absence for illness shall be permitted up to twenty-four (24) months in which they may return to their former position, but an Employee shall give at least two (2) weeks notice of their intention to return to work. The period of illness shall commence with the first day of illness. In the event the illness exceeds twenty-four (24) months, the period in which the Employee may return to work may be extended by mutual agreement. When an Employee has been on leave for a period in excess of six (6) months, the Employee may be required to attend a one (1) day period of orientation with pay upon return to work. Any return to work from long-term leave of absence shall be subject to the following:
 - prior to the Employee's return to work, satisfactory medical documentation must be provided by the physician of the Employee to the

Company. Such information is to be adequate for the Company to make a determination as to the ability of the Employee to return to full duties; and

- once an Employee is cleared to return to work by the Company after being on long-term leave of absence for illness, the Employee will have the right to return to the position equivalent to the Employee's former position within two (2) weeks from the clearance date. The Employee may return at an earlier or later date if mutually agreeable.
- (j) Provided an Employee has sufficient sick leave credits, an Employee may be permitted to use such sick leave credits for urgent matters of a personal nature subject to the following:
- the Employee has given as much as advance notice as is reasonably possible to the Company;
 - the Employee has made all reasonable efforts to accommodate the absence through an exchange of shifts with another Employee; and
 - the Company is able to make arrangements, where required, to have another Employee cover the requested period of absence.

The decision whether to grant the request for leave shall be in the sole discretion of the Company, acting reasonably.

17.08- Education Leave

- (a) An Employee may at the sole discretion of the Company be granted a leave of absence without pay for the purpose of taking continuing education where such education is required in order to maintain the Employee's professional status and where such education cannot be taken outside normal working hours, such permission shall not be unreasonably withheld. In addition, the Company may grant unpaid education leave for varying periods for training which will enable the Employee to fill her present position more adequately or to undertake studies in some fields in which training is needed in order to provide a service which the Company requires or is planning to provide.

ARTICLE 18 - VACATION

18.01 Annual vacations are earned based upon hours worked.

18.02 An Employee shall accumulate annual vacation leave as follows:

- (a) During the first 4,176 hours worked, as an Employee in the Bargaining Unit, at the rate of one (1) hour of vacation for each 26 hours worked (up to 80 hours per year);
- (b) After 4,176 hours worked up to 6,265 hours worked as an Employee in the Bargaining Unit, at the rate of one (1) hour of vacation for each 21.67 hours worked (up to 96 hours per year);
- (c) After 6,265 hours worked to 8,354 hours worked as an Employee in the Bargaining Unit, at the rate of one (1) hour of vacation for each 18.57 hours worked (up to 112 hours per year); and
- (d) After 8,354 hours worked as an Employee in the Bargaining Unit, at the rate of one (1) hour of vacation for each 17.3 hours worked (up to 120 hours per year).

18.03 An Employee can accumulate up to the annual entitlement plus 40 hours. If an Employee's vacation bank is in excess of 40 hours above entitlement, then the Employee's vacation will be scheduled by the Company within a mutually acceptable time within a ninety (90) day period.

18.04 The Company shall post a vacation request schedule by February 1st of each year. Employees shall select their respective vacation period by March 1st. Vacation preference will be granted in order of seniority, subject to operational requirements which shall be the determining factor in granting vacation requests. Employees who have not indicated their preference by March 1st shall be not permitted to displace junior Employees who have made their selection in accordance with time frames outlined in this Article. The Company shall post no later than April 1st a finalized list upon which the Employee's vacation date shall appear. The vacation schedule will not be changed unless mutually agreed upon between the Company and the Union.

18.05 Employees who have not indicated vacation preference within the time periods provided herein, shall not have the right to exercise "bumping rights" over Employees who have conformed but may, by mutual agreement with the Company, request dates that remain available; such request will not be unreasonably denied.

18.06 Employees will be given an opportunity to self schedule for the summer/Christmas period. The Company will provide the Employees with the parameters and guidelines required for scheduling prior to the self scheduling process. If an agreement cannot be reached then incidents of conflict will be resolved by preference given to the senior Employee and in accordance with article 18.04 and 18.05.

- 18.07 Upon termination of employment, an Employee's vacation entitled during the year will be calculated based on the appropriate earnings percentage for the hours worked and paid out on the final paycheck.

ARTICLE 19 - HOLIDAYS

19.01 Paid holidays are:

- a. New Year's Day
- b. Good Friday
- c. Easter Monday
- d. Victoria Day
- e. July 1st
- f. First Monday in August
- g. Labour Day
- h. Thanksgiving Day
- i. Remembrance Day
- j. Christmas Day
- k. Boxing Day.

19.02 To be eligible for holiday pay under this Article, an Employee:

- (a) Must have been paid for at least fifteen (15) of the last thirty (30) calendar days immediately preceding the holiday or had one hundred and twenty (120) hours paid in the thirty (30) calendar days immediately preceding the holiday; and
- (b) Must work her scheduled shift immediately preceding and immediately following the holiday.

19.03 (a) Full-Time Employees will receive seven and one-half (7.5) hours of holiday pay when they do not work on the listed holiday, subject to meeting the requirements of 19.02.

- (b) Regular Part-Time Employees will receive pro-rated holiday pay when they do not work on the listed holiday, subject to meeting the requirements of Article 19.02. The calculation for prorating will be based on her hours worked in the previous thirty (30) days.

19.04 (a) When a Full-Time Employee is required to work on any of the paid holidays, the Company shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) her regular rate of pay and grant her seven and one-half (7.5) hours off with pay subject to paragraph (c) of this Article 19.04. The time off must be mutually agreed upon between the Company and the Employee thirty (30) days before or after the calendar date of the holiday where operational requirements permit;

- (b) When a Regular Part-Time Employee is required to work on any of the paid holidays, the Company shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) her regular rate of pay. Based on the pro rata formula in Article 19.03(b) the Regular Part-Time Employee shall also be granted time off with pay at a time mutually agreed upon between the Company and the Employee thirty (30) days before or after the calendar date of the holiday where operational requirements permit; and
- (c) If mutual agreement on time off with pay cannot be reached, an Employee shall be paid out holiday pay for the holiday or have the holiday placed in his or her bank at the request of the Employee. Any holiday bank remaining at the end of the calendar year will be paid out no later than the second pay in January.

ARTICLE 20 - WAGES

20.01 Employees shall be paid the rate of pay set out in the salary scale attached to this Agreement as Schedule "A" which shall be part of this Agreement. Wages shall be paid bi-weekly.

20.02 (a) Full-Time and Regular Part-Time Employees shall advance to the next increment on the wage scale after working in the position for the period outlined on the wage scale.

(b) Progression in the wage scale is based on service in the classification listed in 20.02 (a) with the Company, provided however, on hiring in the classification, an Employee may, at the discretion of the Company, be given credit for previous experience in the classification prior to employment with the Company.

20.03 (a) Payment of wages will be on a biweekly basis and is on a direct deposit system. The pay period is two weeks.

(b) If an Employee has a shortfall in her pay of more than four (4) hours' pay, the Company shall pay the shortfall to the Employee within two (2) business days of being notified by the Employee.

20.04 Promotions

When an Employee is promoted permanently into a higher paid position, she will be paid the rate for the new position.

20.05 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 classification rate. If an

Employee is assigned to perform work in a higher classification, she shall receive the rate for the higher classification. This Article does not apply to Employees who chose to work in a classification with a lower rate of pay.

20.06 Client Services Assistant (Resident Attendant)

When an LPN is not working, a Client Services Assistant (Resident Attendant) (who has received the required training), who is required to give medications to Residents shall be paid a premium of \$1.00 per hour for each hour so worked.

ARTICLE 21 – BENEFITS

21.01 Employees shall participate in the benefit plans currently made available by the Company, in accordance with the terms and conditions of those plans. The terms and conditions include, but are not limited, to, the following eligibility:

- (a) The Employee must have completed her Probationary Period; and
- (b) The Employee must be regularly scheduled a minimum of thirty-two (32) hours bi-weekly.

21.02 Monthly costs of these premiums fluctuate from time to time depending upon, (among other things), market availability and group experience. These premiums will be paid as follows:

- (a) Extended health coverage, including prescription drugs - 50% of the cost paid by each of the Company and the Employee;
- (b) Life insurance - 100% of the cost paid by the Company;
- (c) Accidental death and dismemberment - 100% of the cost paid by the Company.

ARTICLE 22 – RETIREMENT SAVINGS PLAN

22.01 The Company will make available to Employees following completion of their Probationary Period, access to a Registered Retirement Savings Plan (currently provided through Manulife) and the Company will match contributions by Employees up to a maximum of five percent (5%) of each Employees' gross earnings.

22.02 Full-Time Employees and Regular Part-Time Employees are eligible to participate in the said Registered Retirement Savings Plan provided that they have completed their Probationary Period and are regularly scheduled to work the minimum hours required by

the Administrator of the said Plan. A representative of the Company will, at the request of an Employee, meet with an Employee to complete the necessary enrolment forms.

- 22.03 If permitted by the said Plan and subject to other provisions of this Agreement, when an Employee commences an unpaid leave of absence or layoff an Employee may elect to continue contributions to the said Plan; however there will be no Company matching contributions during the period of the unpaid leave or layoff.

ARTICLE 23 – STAFF HEALTH & SAFETY

- 23.01 The Company, the Employees and the Union will comply with and abide by the provisions of the *Occupational Health and Safety Act* of Nova Scotia.
- 23.02 The Occupational Health and Safety Committee shall be established pursuant to the provisions of the *Occupational Health and Safety Act*. The Committee shall be composed of equal numbers of Company and Union Representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Committee as required by the said *Act* and shall be entitled to all rights and privileges accorded to the Committee and to the individual Members thereof by the said *Act*.
- 23.03 The Company shall make reasonable provisions in respect of the health and safety of Employees during their hours of employment. Protective devices and other equipment deemed necessary by the Company to protect Employees from injury or health hazards shall be provided by the Company and Employees shall be required to use them. The Union, the Employees and the Company shall cooperate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of health and safety of Employees through the Occupational Health and Safety Committee.
- 23.04 The Union and the Company recognize that a modified work program is a process which gives structure and organization to the activity of returning injured Employees to the workplace as soon as possible after an accident. The Company will maintain a facility-wide plan for Employees receiving Workers Compensation that recognizes the Company's responsibility and participation in the effective rehabilitation of injured Employees. The Union and the Employees agree to participate in a modified work program implemented by the Company.
- 23.05 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Company and the Union agree to cooperate in encouraging Employees afflicted with alcohol or drug dependency to undergo a coordinated program of rehabilitation directed to the objective of their rehabilitation. Provided Employees have sufficient sick leave credits, they shall be eligible for sick leave benefits for such treatment programs.

ARTICLE 24 - PERSONNEL FILE

- 24.01 A personnel file shall be maintained for all Employees. Upon request and with at least forty-eight (48) hours' notice, the Employee shall be permitted to view her personnel file in the presence of a representative of the Company. Upon request the Employee shall be provided with copies of documents therein.
- 24.02 The Company will not introduce in any hearing relative to a disciplinary action any disciplinary document from the file of an Employee, the existence of which the Employee was not made aware of at or before the time of filing.
- 24.03 Employees are required to inform the Company of any change to personal information such as: change of address, telephone number, etc. Such information will only be used by the Company in the course of normal business operations.

ARTICLE 25 - NON-INTERRUPTION OF WORK

- 25.01 During the term of this Agreement there will be no lock-out by the Company or any strike, slowdown, work stoppage, suspension of work, either complete or partial by the Union or Employees.

ARTICLE 26 - DURATION OF AGREEMENT

- 26.01 This Agreement shall be in force from the 15th day of May, 2012 until the 14th day of May, 2015 and shall continue automatically thereafter for one year, unless either party notifies the other ninety (90) days prior to the expiration date, by written notice, that it wishes to terminate or amend this Agreement, or to negotiate a new one.
- 26.02 No provisions of this Agreement shall be in force prior to the date of the signing of this Agreement except that Schedule "A" wages shall be effective from the 15th day of May, 2012 and any payments required to be made to Employees for the period prior to the date of the signing of this Agreement shall be made within thirty (30) days from the signing of this Agreement.

SHANNEX RLC LIMITED

Per: *G. Davis*

Per: *W. Mary Gordon*

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA), LOCAL 4600

Per: Ron M. Roach

Per: Wayne MacPherson Pres.

Per: Jodi M. M...
Alli...
Susan Taylor

Appendix A - Positions and Pay Scales

Based on 1957.5 hours

>1957.5 and >3915 and >5872.5 and

Expired May 14, 2012

Start <3915 <5872.5 <7830 >7830

Position

	Start	<3915	<5872.5	<7830	>7830
PCB Cook	13.46	13.94	14.43	14.94	15.42
PCB Wait Staff	11.26	11.71	12.15	12.61	13.05
PCB Culinary Aide	12.26	12.71	13.15	13.61	14.05
PCB Van Driver	11.26	11.71	12.15	12.61	13.05
PCB Activity Leader	11.26	11.71	12.15	12.61	13.05
PCB Housekeeper	11.26	11.71	12.15	12.61	13.05
PCB Client Service Assistant	13.15	13.62	14.12	14.59	15.06

>1957.5 and >3915 and >5872.5 and

Effective May 15, 2012 .1%

Start <3915 <5872.5 <7830 >7830

Position

	Start	<3915	<5872.5	<7830	>7830
PCB Cook	13.59	14.08	14.57	15.09	15.57
PCB Wait Staff	11.37	11.82	12.27	12.74	13.18
PCB Culinary Aide	12.38	12.84	13.28	13.75	14.19
PCB Activity Leader	11.37	11.82	12.27	12.74	13.18
PCB Housekeeper	11.37	11.82	12.27	12.74	13.18
PCB Client Service Assistant	13.29	13.76	14.26	14.74	15.21

>1957.5 and >3915 and >5872.5 and

Effective May 15, 2013 .2%

Start <3915 <5872.5 <7830 >7830

Position

	Start	<3915	<5872.5	<7830	>7830
PCB Cook	13.87	14.36	14.86	15.39	15.88
PCB Wait Staff	11.60	12.06	12.52	12.99	13.44
PCB Culinary Aide	12.63	13.09	13.55	14.02	14.47
PCB Activity Leader	11.60	12.06	12.52	12.99	13.44
PCB Housekeeper	11.60	12.06	12.52	12.99	13.44
PCB Client Service Assistant	13.55	14.03	14.55	15.03	15.51

>1957.5 and >3915 and >5872.5 and

Effective May 15, 2014 .2%

Start <3915 <5872.5 <7830 >7830

Position

	Start	<3915	<5872.5	<7830	>7830
PCB Cook	14.14	14.65	15.16	15.70	16.20
PCB Wait Staff	11.83	12.30	12.77	13.25	13.71
PCB Culinary Aide	12.88	13.36	13.82	14.30	14.76
PCB Activity Leader	11.83	12.30	12.77	13.25	13.71
PCB Housekeeper	11.83	12.30	12.77	13.25	13.71
PCB Client Service Assistant	13.82	14.31	14.84	15.33	15.82