

COLLECTIVE AGREEMENT

BETWEEN:

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

COMPANY

-AND-

UNIFOR, LOCAL 4600
UNION

TERM: May 15, 2022 to May 14, 2025

All agreed changes are in BOLD text.

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

2.01 The following definitions shall apply to this Collective Agreement:

- (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) is regularly scheduled to work eight (8) hours (paid for 7.5) shifts, would normally average eighty (80) hours scheduled (paid for 75) hours bi-weekly; or
 - (ii) is regularly scheduled to work twelve (12) hours (paid for 11.25) shifts, would normally average eighty (80) hours scheduled (paid for 75) hours bi-weekly
- (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 (600)** 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 eight (8) 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 entitlements, but scheduling, sick leave accrual, statutory holidays, and vacation benefits will be based on the Temporary Position.
- U) "Union" means the UNIFOR, 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 gender specific pronouns will be replaced using gender inclusive language.

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 the Union as the exclusive bargaining agent for all Full -Time and Regular Part-Time Employees of the Company operating as Parkland Cape Breton, 1 18 Kenwood Drive, Sydney, Nova Scotia working as:

- (a) Housekeepers;
- (b) Dietary Staff;
- (c) Wellness Coach; and
- (d) Client Services Assistants (Resident Assistants);
- (e) Van Driver

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 Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression on the basis of grounds protected by *Human*

Rights legislation.

- 5.02 The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment. All parties to this agreement agree to treat each other with dignity and respect.
- 5.03 The Employer shall post its policy on Respectful Workplace and Anti-Harassment. Employees have the right to work in a respectful workplace, free from disrespectful behavior, discrimination and harassment. All employees are expected to uphold and abide by this policy. Disrespectful behavior, discrimination or harassment will be reported to the direct Supervisor or another member of the management team if the employee chooses. The employee has the right to decide to be accompanied by a Union Representative.
- 5.04 Employees will maintain confidentiality related to the investigation process, cooperate with Respectful Workplace and Anti-Harassment processes as required (including investigations) and complete mandatory Respectful Workplace and Anti -Harassment training.

ARTICLE 6 - UNION SECURITY AND DUES DEDUCTION

- 6.01 The Company will deduct from the earnings of each Employee 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 UNIFOR. 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 UNIFOR 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 their immediate supervisor prior to leaving their work and report back to their supervisor upon their 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, they will be paid their basic hourly rate.

- 7.08 Any unionized employee, who the employer requests to meet with, has the right to union representation.
- 7.09 Up to two (2) representatives designated by the Union, shall not suffer loss of pay as a result of involvement in direct negotiations between the Employer and the Union for up to at least two (2) days. For any further days, the Employer shall continue the wages and benefits of the representatives of the Union and the Union shall reimburse the Employer for such wages including the cost of benefits. The Union will advise the Employer in writing of the names of the Employee representatives on this committee. Part-time Employees who are committee members shall receive pay to compensate for any shifts lost due to direct negotiations for up to at least two (2) days.

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 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 their 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 Griever 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 their 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 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 (600)** 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 they have 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 their seniority date established as of their 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 their seniority thereon must indicate their disagreement in writing to their 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 their 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 their 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 they 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 retire s.

ARTICLE 14 - LAYOFF AND RECALL

- 14.01 (a) 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.
- (b) In the event of a reduction of hours, the hours will be reduced in reverse order of seniority. There will be no taking hours from other employees unless mutually agreed.
- 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 their 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 their personal circumstances require, extend their 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 will assume the position as soon as reasonably possible.

- 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 their interest in working additional or changed hours.
- 15.08 Should the successful candidate be an existing Employee, they shall be placed on a trial period for two hundred and forty (240) hours worked in their new position. If the Company determines that they are unsatisfactory in their new position, or if the Employee feels that they are unable to perform their duties, prior to the expiry of the trial period, the Employee shall be returned to their former or equivalent position and salary and any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their former or equivalent position and salary. An Employee who feels that they are unable to perform their duties after one hundred and twenty (120) hours, but before the end of the end of the trial period may return to their 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 scheduled (*paid 75 hours*) bi-weekly for Employees working eight (8) hour scheduled shifts and would normally average eighty (80) hours scheduled (*paid 75 hours*) bi-weekly over a schedule cycle for Employees scheduled 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. 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.

- (e) Should a full-time employee be required to work on her scheduled day off, they will be paid at the rate of time and one half for the hours worked. The employee may take a payout or take another day off without pay at a mutually agreed time within the current pay period.

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) will not apply; and

16.11 (a) The shifts exchanged shall be during the same pay period.

- (b) 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.

the company shall grant full time employees working other than 12 hour shifts two weekends off in four, which includes Saturday at 00:00 hours to Sunday at 23:59 hours, 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 their scheduled working hours, they 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 they are called to work outside their scheduled working hours when they 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 their 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 their 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 fifteen (15) dollars upon presentation of a receipt.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Bereavement Leave

- (a) If a death occurs in the immediate family of an Employee, said Employee shall be granted five (5) consecutive days paid leave of absence effective midnight the date of death (and for no other days) provided they are days when the Employee would normally be scheduled to work.

An Employee may choose to defer the 5th day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given as soon as possible.

"Immediate family" is defined as father (includes step), mother (includes step), brother (includes step), sister(includes step), spouse, common-law spouse, son or daughter(includes step), grandchild and grandparents of the Employee.

- (b) Employees shall be entitled to special leave with pay up to a maximum of two (2) days for the purposes of attending the funeral if such time is actually missed, in the event of the death of the Employee's son-in-law, daughter-in-law, current father-in-law, current mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, or legal guardian.
- (c) Where the burial occurs >400 kilometers away, on request, the Employee shall be granted up to two (2) additional days' leave without pay which may be taken as vacation or holidays.
- (d) 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.
- (d) An employee who takes a temporary supervisory position will be able to do so for a period of twelve (12) months.

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 their 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 250 hours.
- (d) An illness or injury for which Worker s' 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 they 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 worker s' 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-t erm 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) month s, 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:

- (i) 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
- (ii) 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) Sick Leave Medical/Dental: Family: Emergency

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-seven and half {37.5} hours per annum (prorated for Part -Time) debited against sick leave credits in order to:

- (i) engage in and facilitate personal preventative medical or dental care. Employees shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift they are scheduled to work. Such leave shall not be unreasonably denied.
- (ii) attend to emergencies where:
- (iii) their own medical or dental health is at an immediate and serious risk;
- (iv) a member of their immediate family who has become ill or disabled, in order to make alternate care arrangements where personal attention is required and which could not be serviced by others or attended to by the Employee outside of their assigned shift s;
- (v) there is a critical condition (e.g. Fire, Flood) which requires the personal attention which could not be serviced by others or attended to by the Employee outside of their assigned shifts.

The Employer may require verification of the condition claimed. The employee shall endeavour to arrange for such appointments during off duty hours.

17.08 Adverse Weather Conditions

It is the responsibility of the Employee to make every reasonable effort to arrive at their work location as scheduled, however, during storm conditions, when such arrival is impossible, or delayed, the employee will be:

- (a) Paid for a full shift if the Employee arrives for work within the first two (2) hours of the start time of the scheduled shift.
- (b) Only be paid for hours of the actual shift worked if the Employee arrives past the first two (2) hours of the start time of their scheduled shift.
- (c) If an Employee calls in and reports that they cannot report to work for their shift as scheduled, the employee will have the option to take the absent time as vacation, holiday or unpaid time.
- (d) The above clauses do not remove the responsibility from an Employee to contact the Employer, in regard to their intent to come to work.

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

17.08 Education Leave

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 their 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.

17.09 Domestic Violence Leave

Employees shall be entitled to leave for Domestic Violence in accordance with the provisions of the Nova Scotia *Labour Standards Code*, as amended from time to time.

ARTICLE 18 - VACATION

18.01 Annual vacations are earned based upon hours worked.

18.02 (a) An Employee shall accumulate annual vacation leave as follows:

Hours Worked	Accrual per Annum
0-3,915 Hours	up to 75 hours/10 days
3,915-5,872.5 Hours	90 hours/12 days
5,872.5 - 7,830 Hours	105 hours/14 days
7,830 - 13,702.5 Hours	112.5 hours/15 days
13,702.50 – 19,575 Hours	135 hours / 18 days
>19,575 Hours	150 hours / 20 days

(b) Part-Time Employees shall receive vacation leave pro-rated as per 18.02 (a).

- 18.03 An employee can accumulate up to one-hundred and twenty (120) hours. If an employee's vacation bank is in excess of one-hundred and twenty (120) hours, then the employee's vacation will be scheduled by the employer 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 15 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 15 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:

New Year's	Civic Holiday
Day Heritage	Labour Day
Day Good	Thanksgiving
Friday Easter	Day
Monday	Remembrance
Victoria Day	Day Christmas
Canada Day	Day Boxing Day

In addition to the above noted holidays, any additional statutory holidays declared by the Provincial Government.

- 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 (*includes vacation hours paid, paid holidays, paid leaves of absence, paid union leave, but excludes paid sick leave, time on Worker's Compensation*); and
 - (b) Must work their 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 their 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) their regular rate of pay and grant their 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) their 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 their 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 their 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, they 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 their own, they shall be paid their classification rate. If an Employee is assigned to perform work in a higher classification, they 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)

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 - UNIFORMS

21.01

(a) The Employer agrees to provide a uniform allowance of sixty (\$60) per annum effective date of ratification and on the anniversary of ratification for the life of the agreement

- (b) The Employer further agrees to provide each dietary employee a reimbursement of 50% of the cost of approved anti slip footwear to a maximum of \$100 per annum.
- (c) It is understood that it is the responsibility of each Employee to maintain and clean the uniform.

ARTICLE 22 - BENEFITS

22.01 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 **may** include, but are not limited, to, the following eligibility:

- (a) The Employee will be enrolled from Date of Hire
- (b) Employees can opt out with proof of existing coverage
- (b) The Employee must be regularly scheduled a minimum of thirty-two (32) hours bi-weekly.

22.02 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 23 - RETIREMENT SAVINGS PLAN

23.01 The Company will make available to **eligible** Employees, access to a Registered Retirement Savings Plan and the Company will match contributions by Employees up to a maximum of five percent (5%) of each Employees' gross earnings. **Eligibility shall be determined in accordance with the plan text.**

23.02 Full-Time Employees and Regular Part-Time Employees **may** participate in the Registered Retirement Savings Plan provided that they **meet the eligibility criteria and the minimum hours of regularly schedules work as** required by the Administrator of the Plan.

23.03 If permitted by the **Registered Retirement Savings** 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 **Registered Retirement Savings** Plan; however there will be no Company matching contributions during the period of the unpaid leave or layoff.

ARTICLE 24 - STAFF HEALTH & SAFETY

- 24.01 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.
- 24.02 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.
- 24.03 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 the Occupation Health and Safety.
- 24.04 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 Employee s. The Union and the Employees agree to participate in a modified work program implemented by the Company.
- 24.05 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 25 - PERSONNEL FILE

- 25.01 An electronic personnel file shall be maintained for all Employees. Employees can access their own file electronically through an Employee Access Portal.
- 25.02 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.
- 25.03 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.

25.04 Except for discipline relating to resident abuse (such as but not limited to emotional, physical, financial, and neglect), the disciplinary record of an Employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action provided that there have been no other suspensions or disciplinary action during that twenty- four (24) month period.

ARTICLE 26 - TRAINING & DEVELOPMENT

26.01

- (a) The Employer will provide and fund any mandatory required training/education for an employee; and
- (b) The employee is expected to maintain any certifications or requirements as stipulated by the regulatory bodies at the employee's expense (such as Food Handler's, First Aid and CPR);
- (c) The Employer will endeavor to assist the employees to maintain these requirements.

ARTICLE 27 - NON-INTERRUPTION OF WORK

27.01 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 28 - DURATION OF AGREEMENT

28.01 This Agreement shall be in force from the 15th day of May, **2022** until the 14th day of May, **2025** and shall continue automatically thereafter for one year, unless either party notifies the other **at least** 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,

28.02 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 **first day of the Agreement** 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.

SIGNED this 28th day of November, 2022

For the Company:

Kadine Oliver

Ashley Umlah

For the Union:

Shauna Wilcox

Jamie Pollock

Kei Speaney

Dee Lee
Velma Mearns

Schedule A: Positions and Pay Scales

Role	Hours	May 15, 2022	November 15, 2022	May 15, 2023	November 15, 2023	May 15, 2024
		Rate	Rate	Rate	Rate	Rate
Chauffeur	<600	\$ 14.10	\$ 14.35	\$ 15.05	\$ 15.40	\$ 15.75
	601 to 3914	\$ 14.35	\$ 14.60	\$ 15.30	\$ 15.65	\$ 16.00
	3915 to 7829	\$ 15.10	\$ 15.35	\$ 16.05	\$ 16.40	\$ 16.75
	>7830	\$ 16.10	\$ 16.35	\$ 17.05	\$ 17.40	\$ 17.75
Environmental Services	<600	\$ 14.10	\$ 14.35	\$ 15.05	\$ 15.40	\$ 15.75
	601 to 3914	\$ 14.35	\$ 14.60	\$ 15.30	\$ 15.65	\$ 16.00
	3915 to 7829	\$ 15.10	\$ 15.35	\$ 16.05	\$ 16.40	\$ 16.75
	>7830	\$ 16.10	\$ 16.35	\$ 17.05	\$ 17.40	\$ 17.75
Client Service Coordinator Certified	<600	\$ 16.50	\$ 16.80	\$ 17.60	\$ 18.00	\$ 18.40
	601 to 3914	\$ 16.50	\$ 17.05	\$ 17.85	\$ 18.25	\$ 18.65
	3915 to 7829	\$ 16.50	\$ 17.80	\$ 18.60	\$ 19.00	\$ 19.40
	>7830	\$ 16.50	\$ 18.80	\$ 19.60	\$ 20.00	\$ 20.40
Wellness Coach	<600	\$ 14.10	\$ 14.35	\$ 15.05	\$ 15.40	\$ 15.75
	601 to 3914	\$ 14.35	\$ 14.60	\$ 15.30	\$ 15.65	\$ 16.00
	3915 to 7829	\$ 15.10	\$ 15.35	\$ 16.05	\$ 16.40	\$ 16.75
	>7830	\$ 16.10	\$ 16.35	\$ 17.05	\$ 17.40	\$ 17.75
Cook2	<600	\$ 17.50	\$ 17.80	\$ 18.70	\$ 19.10	\$ 19.50
	601 to 3914	\$ 17.75	\$ 18.05	\$ 18.95	\$ 19.35	\$ 19.75
	3915 to 7829	\$ 18.50	\$ 18.80	\$ 19.70	\$ 20.10	\$ 20.50
	>7830	\$ 19.50	\$ 19.80	\$ 20.70	\$ 21.10	\$ 21.50
Culinary Aide	<600	\$ 15.10	\$ 15.40	\$ 16.20	\$ 16.60	\$ 17.00
	601 to 3914	\$ 15.35	\$ 15.65	\$ 16.45	\$ 16.85	\$ 17.25
	3915 to 7829	\$ 16.10	\$ 16.40	\$ 17.20	\$ 17.60	\$ 18.00
	>7830	\$ 17.10	\$ 17.40	\$ 18.20	\$ 18.60	\$ 19.00
Wait Staff	<600	\$ 14.10	\$ 14.35	\$ 15.05	\$ 15.40	\$ 15.75
	601 to 3914	\$ 14.35	\$ 14.60	\$ 15.30	\$ 15.65	\$ 16.00
	3915 to 7829	\$ 15.10	\$ 15.35	\$ 16.05	\$ 16.40	\$ 16.75
	>7830	\$ 16.10	\$ 16.35	\$ 17.05	\$ 17.40	\$ 17.75

MEMORANDUM OF AGREEMENT – Van Driver

RE: VAN DRIVER

If a holiday falls on the Van Driver's scheduled work day, the Van Driver will be scheduled for another day in the same week.

For the Company:

Gladine Oliver

Ashley Umatah

For the Union:

Shauna Wilcox

Jamie Pollock

Jeni Spooner

Donna
Velma

MEMORANDUM OF UNDERSTANDING - Diversity, Equity, Inclusion and Belonging

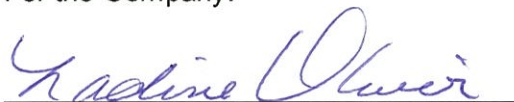
In mutual recognition of the Employer's public commitment to Diversity, Equity, Inclusion and Belonging, and Unifor's initiatives on racial justice advocacy in support of goals for the systemic fair treatment of all employees, the Employer will recognize Unifor's development of its role of Racial Justice Advocate in the workplace. The Employer further agrees that the Union may appoint a Unifor member to act in this role and support diversity, equity, inclusion and belonging in the workplace.

The Parties agree that the Racial Justice Advocate role developed by Unifor is intended to be a bargaining unit member, appointed by the Union, to assist and provide support for Black, Indigenous and Racialized members, and work respectfully and collaboratively with management to address workplace concerns.

Prior to the President of the Union appointing a bargaining unit member this role the President shall satisfy themselves that the individual has sufficient training, experience and/or education to perform the role competently and shall discuss the intended candidate with the Manager of Human Resources.

The Parties also acknowledge that the introduction of this role is in no way intended to limit the scope the parties' commitment to Diversity, Inclusion and Belonging in the workplace.

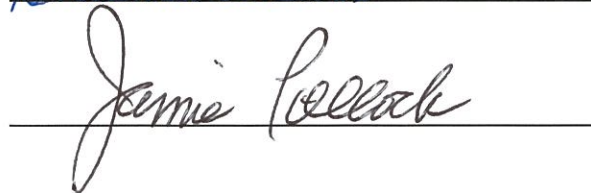
For the Company:

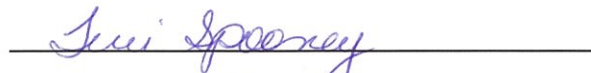


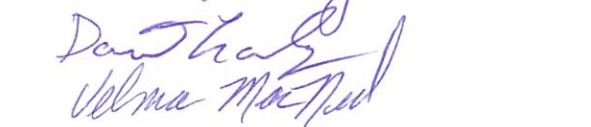
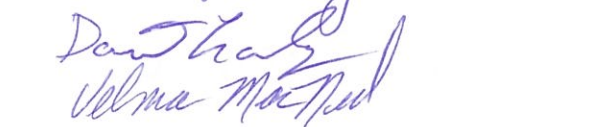


For the Union:







Memorandum of Understanding - Union Education Fund

The Parties are agreed to include, for the limited term of this Collective Agreement, the following provision for funding of Union Education by the Employer for the benefit of Employees in the Bargaining Unit:

1. The Employer shall pay into a special fund for the purpose of entitling Employees in the Bargaining Unit to attend courses provided by Unifor for the purpose of upgrading their skills in all aspects of trade union function, as follows:
 - (a) A one-time special payment of five hundred dollars (\$500.00) within 30 days of the Parties signing this Agreement for the first year of the term of this Agreement (May 15, 2022 to May 14, 2023);
 - (b) A one-time special payment of five hundred dollars (\$500.00) within 30 days of May 15, 2023 for the second year of the term of this Agreement; and
 - (c) A one-time special payment of five hundred dollars (\$500.00) within 30 days of May 15, 2024 for the third year of the term of this Agreement.
2. This money will be paid, into a trust fund established by the National Union Unifor and sent by the Employer to the following address:

[INSERT ADDRESS]
3. The Employer further agrees that members of the bargaining units, selected by the Union to attend such courses, will be granted a leave of absence without pay, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.
4. This MOU shall expire upon expiry of this Collective Agreement and shall have no further force or effect beyond the expiry date of this Collective Agreement (May 14, 2025).

For the Company:

Kadine Olivier
Ashley Umlah

For the Union:

Shauna Wilcox
Jamie Folloch
Jenni Spooner
Dee Culy
Velma McNeil

MEMORANDUM OF AGREEMENT – Lead Positions

**Support Services–Lead
Waitstaff– Lead
Cook 2 – Lead**

WHEREAS the Parties have identified instances where present incumbent Employees in the Bargaining Unit are in positions/classifications that were not contemplated during the last round of negotiations and are not represented on the wage grid negotiated as part of the Collective Agreement nor in a separate Memorandum of Agreement;

AND WHEREAS the Parties have negotiated a resolution to the issue which that wish to set out in writing;

NOW THEREFORE the Parties are agreed as follows:

1. The Parties agree that the present incumbent Employees occupying the “Support Services – Lead” position, the “Waitstaff – Lead” position and the “Cook 2 –Lead” position (collectively the “Lead Positions”) are all employed in a bargaining unit position represented by the Union and, other than as provided for in this MOU, are subject to all other terms and conditions of employment as set out in the Collective Agreement between the Parties
2. For the term of this Collective Agreement, the present incumbent Employees occupying the Lead Positions shall be paid for hours worked in their respective positions according to the following Wage Grid:

May 15, 2022	0-600	600-3914	3915-7829	>7830
Support Services – Lead	\$ 15.10	\$ 15.35	\$ 16.10	\$ 17.10
Waitstaff – Lead	\$ 15.10	\$ 15.35	\$ 16.10	\$ 17.10
Cook 2 – Lead	\$ 18.50	\$ 18.75	\$ 19.50	\$ 20.50

November 15, 2022	0-600	600-3914	3915-7829	>7830
Support Services – Lead	\$ 15.35	\$ 15.60	\$ 16.35	\$ 17.35
Waitstaff – Lead	\$ 15.35	\$ 15.60	\$ 16.35	\$ 17.35
Cook 2 – Lead	\$ 18.80	\$ 19.05	\$ 19.80	\$ 20.80

May 15, 2023	0-600	600-3914	3915-7829	>7830
Support Services - Lead	\$ 16.05	\$ 16.30	\$ 17.05	\$ 18.05
Waitstaff – Lead	\$ 16.05	\$ 16.30	\$ 17.05	\$ 18.05
Cook 2 – Lead	\$ 19.70	\$ 19.95	\$ 20.70	\$ 21.70

November 15, 2023	0-600	600-3914	3915-7829	>7830
Support Services - Lead	\$ 16.40	\$ 16.65	\$ 17.40	\$ 18.40
Waitstaff – Lead	\$ 16.40	\$ 16.65	\$ 17.40	\$ 18.40
Cook 2 – Lead	\$ 20.10	\$ 20.35	\$ 21.10	\$ 22.10

May 15, 2023	0-600	600-3914	3915-7829	>7830
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Support Services - Lead	\$ 16.75	\$ 17.00	\$ 17.75	\$ 18.75
Waitstaff – Lead	\$ 16.75	\$ 17.00	\$ 17.75	\$ 18.75
Cook 2 – Lead	\$ 20.50	\$ 20.75	\$ 21.50	\$ 22.50

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3. The Parties agree that the Employer is not required to fill these Lead Positions in future if the present incumbent Employees leave their position and the Lead Positions become vacant.
 4. The Parties agree that this MOU applies only for the duration of the current collective agreement and shall not form part of any subsequent collective agreements. In the event any present incumbent employees in Lead Positions continue to be Bargaining Unit members at the time this collective agreement expires, the Parties shall renegotiate this MOU for those employees in future collective agreements.
 5. This MOU is made on a without precedent and without prejudice basis to any other matter and may be relied upon only to enforce the terms of this Agreement itself.

For the Company:

Kadine Olwie

Ashley Umlach

For the Union:

Shauna Wilcox

Jamie Collock

Seri Spooner

Dan Galy

Velma MacNeil