

COLLECTIVE AGREEMENT

BETWEEN

SHANNEX RCL Limited

carrying on business at Mary's Court

AND

UNIFOR, Local 2017

Term: November 1, 2020 – October 31, 2023

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ARTICLE 1 - PREAMBLE

1.01 Recognizing common dependence of the Employer and its Employees upon the welfare of the Employer as a whole and recognizing that a relationship of goodwill and mutual respect between the Employer and Employee can contribute greatly to the maintenance and increase of that welfare, the parties to this contract have joined together in the following agreement.

ARTICLE 2 - PURPOSE

2.01 The purpose of this agreement is to:

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

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

ARTICLE 3 – DEFINITIONS

3.01 "**Bargaining unit**" where used in this collective agreement refers to those members of the bargaining unit described in Article 5.01 who are employed by the Employer as Full-time or Part-time employees in Mary's Court. For greater clarity, the Bargaining Unit does not include members of Local 2017 who are covered under a collective agreement between Local 2017 and RLC Shannex Limited carrying on business as Martha's Place.

3.02 A "**Casual Employee**" is one who works on a day-to-day or relief basis as required. Casual Employees are not members of the bargaining unit.

3.03 An "**Employee**" is a Full-Time Employee or Part-Time Employee, excluding such employees during their probationary period, within the scope of the bargaining unit set out in Article 5.01.

- 3.04 The "**Employer**" is Shannex RLC Limited, carrying on business at Mary's Court, Antigonish Nova Scotia B2G 0G5.
- 3.05 A "**Full-Time Employee**" is one who is regularly scheduled on a full-time basis and who normally works an average of 80 hours in a bi-weekly pay period and who has successfully completed the probationary period. This Collective Agreement is fully applicable to Full-Time Employees.
- 3.06 A "**Part-Time Employee**" is one who is employed on a continuing basis, but who is regularly scheduled to work less than an average of (80) hours in a bi-weekly pay period and who has successfully completed the probationary period. This Collective Agreement is applicable to Part-Time Employees on a pro rata basis.
- 3.07 A "**Probationary period**" is the first six hundred and forty (640) hours of employment in a Full-time or Part-Time position at Mary's Court, excluding orientation hours. 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 Employer the Employee is unsuitable for the job to which the Employee has been assigned. A Probationary Employee shall not have the right to claim seniority privileges during their probationary period.
- 3.08 "**Regular rate of pay**" is the hourly rate found in the attached salary scale.
- 3.09 A "**Temporary Position**" is a Full-Time or Part-Time position for a designated period in excess of six (6) weeks. A Temporary Position may be terminated at any time. Full-Time and Part-Time employees who accept a temporary position will maintain their permanent status for the period of the position for group benefit purposes. Scheduling, holiday, and vacations will be based on the hours worked in the temporary position.

Where an employee in a temporary position becomes a regular employee without a break in temporary service of at least 30 days, the seniority date for that employee shall be the date of appointment to the most recent temporary position.

- 3.10 The "**Union**" is Unifor Local 2017.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges that, subject to the terms of this Agreement, the Employer retains all the rights, functions and responsibilities vested in it as the Employer including, but not restricted to:

- (a) the right to operate and manage Mary's Court and working force of Mary's Court in accordance with its commitments and responsibilities and in such manner as to give the highest possible standard of service and care to its clients through greater efficiency consistent with fair labour standards; and
- (b) the right to select, hire, direct, transfer, promote, demote, classify, re-classify, lay-off, re-hire, suspend, discharge immediately for just and proper cause or otherwise discipline any Employee; to maintain discipline and efficiency of the Employees.

ARTICLE 5 - RECOGNITION

- 5.01 The Employer recognizes the Union as the exclusive bargaining agent for all Full-Time and Part-Time Employees working at Parkland Mary's Court, Antigonish, Nova Scotia save and except the Workforce Coordinator, the Front Desk Attendant, Licensed Practical Nurses and Registered Nurses represented by the Nova Scotia Nurses Union, Managers and persons above the rank of Manager and those excluded by Section 2(2) of the Trade Union Act.
- 5.02 The benefits contained herein may be waived only by written agreement of the parties. No Employees shall be required or permitted to make any written or verbal agreement with the Employer, its representatives or supervisor which is contrary to the terms of this Collective Agreement.

ARTICLE 6 - PROHIBITION OF DISCRIMINATION

- 6.01 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 and harassment on the basis of grounds protected by *Human Rights legislation*.
- 6.02 The parties agree that discrimination contrary to the prohibited grounds set out in Article 6.01 will not be condoned.
- 6.03 The Employer strictly prohibits any conduct that constitutes harassment (including sexual harassment) of any kind.

ARTICLE 7 - UNION SECURITY AND DUES DEDUCTION

- 7.01 The Employer shall deduct from Full-Time and Part-Time Employees, any dues or assessments in accordance with the constitution and by-laws of the Union on its members. It shall be a condition of employment for all Part-Time and Full-Time Employees currently employed by the Employer and all new Full-Time and Part-Time Employee, that they take out and maintain membership in the Union.

- 7.02 All amounts so deducted, together with a record of names, amounts and dates shall be transmitted by the Employer to the Local Financial Secretary of Unifor Local 2017 not later than the 15th of the month following the month for which such deductions were made.
- 7.03 The Employer will provide the local Financial Secretary-Treasurer on the 15th day of each month with a list of all new Full-Time and Part-Time Employees who are covered under the bargaining unit and all such Employees who were included on the previous month and have since (1) left the Employer; (2) been promoted to a non-bargaining unit position; (3) changed surnames; or (4) been granted leave of absence.
- 7.04 The Union must advise the Employer in writing of the amount of regular monthly dues.
- 7.05 The Union agrees to inform the Employer four (4) weeks in advance of the date of any change in the amount of Union dues.
- 7.06 The Union shall indemnify and save the Employer harmless from any liability arising out of deductions made in accordance with Article 7 herein.
- 7.07 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and dues deductions.
- 7.08 A representative of the Union shall be given an opportunity to speak to new Employees during the orientation of new staff to the facility for the purposes of acquainting them with the benefits and duties of Union membership.
- 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. 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.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

- 8.01 (a) A Labour-Management Cooperative Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.
- (b) The Labour-Management Committee shall concern itself with matters of the following general nature:
- (i) suggestions from Employees, questions of working conditions and services (but not including grievances);

- (ii) correction of conditions making for grievances and misunderstandings.

8.02 The Union will supply the Employer with the names of its officers, including the Labour-Management Committee within one (1) week of their appointments

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 The Union shall appoint any member and the Employer will recognize a committee of shop stewards who are employed as Employees of the Employer. These representatives shall be known as the grievance committee to deal with complaints and grievances.

9.02 A grievance under this Collective Agreement shall be defined as any difference or dispute arising out of the interpretation, application or administration of this Collective Agreement.

9.03 The Union shall notify the Employer in writing of the name of each Steward and the name of the Unit Chairperson. The Employer shall be required to recognize them.

9.04 Step 1 - Informal Resolution - Within five (5) working days after the date of the occurrence or discovery of the grievance, the Employee and a Union representative or the Union representative shall first notify the immediate Supervisor (or designate) that this is Step 1 of the grievance procedure and discuss the grievance with the Supervisor (or designate) who shall provide the Employee and Union representative with a verbal answer within three (3) working days.

9.05 Step 2 - Formal Written Grievance - Should the verbal answer given by the Supervisor or designate at Step 1 not be acceptable to the grievor the grievance shall be submitted in writing to the Site Manager (or designate) within five (5) working days of the receipt of the decision in Step 1. The Site Manager (or designate) shall give their reply in writing, within five (5) working days of receipt of the grievance.

9.06 Step 3 - Review by General Manager - If the decision of the Site Manager (or designate) is not acceptable to the grievor, the grievance shall be referred to the Regional Manager (or designate) who shall meet if requested with the Grievance Committee within five (5) working days. The General Manager (or designate) shall reply in writing, within five (5) working days following such meeting.

9.07 Arbitration - Should the decision of the General Manager (or designate) not be acceptable, the Union shall notify the General Manager (or designate) in writing within thirty (30) working days of its desire to proceed to arbitration.

- 9.08 Arbitration - In the event that a grievance is submitted to arbitration, the case shall be heard by a single arbitrator.
- 9.09 The Union and the Employer shall agree upon an arbitrator within four (4) weeks. In the event of a failure to agree, the arbitrator shall be appointed by the Minister of Labour.
- 9.10 Pre-Hearing Disclosure - The Arbitrator has the power to order pre-hearing disclosure of relevant documents at the request of one party to the Arbitration with notice to the other affected Party.
- 9.11 Unless otherwise agreed between the parties, the arbitrator shall be requested to render a decision in writing within thirty (30) days following the hearing. Arbitration awards shall be final and binding as provided in the *Trade Union Act*. An Arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty or discharge, suspension or discipline imposed by the Employer on an Employee.
- 9.12 The Employer and the Union shall bear an equal share of any expenses incurred by the Chairperson of the board.
- 9.13 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or in case of a Union grievance, Step 1 of the Grievance Procedure may be by-passed.
- 9.14 Employer Grievance - The Employer 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 Employer, the Employer may, within ten (10) working days from the day the President of the Union gives their answer, give ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.
- 9.15 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 matters relating to the Collective Agreement, provided that staff replacement is not thereby made necessary. Such a representative must request and must obtain permission from their immediate supervisor prior to leaving their workplace and report to their immediately upon her return. Such permission shall not be unreasonably withheld.
- 9.16 For the purposes of this Article only, work days shall be Monday to Friday inclusive. The calendar date of holidays is exempt from this count.
- 9.17 Mediation may be used as an additional or an alternate process to arbitration with mutual agreement of the Union and the Employer.

ARTICLE 10 - SENIORITY, LAYOFF AND RECALL

- 10.01 Seniority shall operate on a bargaining unit wide basis unless otherwise agreed. Seniority shall be defined as length of time in the bargaining unit. In case that more than one (1) Employee commences work on the same date all Employees so affected will have their seniority determined by a draw in the presence of a Union representative. The results of such draw to be acknowledged in writing and signed off by both the Employer and Union.
- 10.02 The Employer and Union agree that the current seniority list is accurate. Hereafter, a copy of the seniority list will be posted and a copy given to the local Chairperson or President by February 15 of the year. Any disagreement with the posted seniority list must be reported to the immediate Supervisor (or designate) in writing within thirty (30) days of the posting of the list. After the thirty (30) days, the seniority list shall be deemed to be correct and accurate in all respects. Reliance on the seniority list shall not be the subject of a grievance after the thirty (30) day period.
- 10.03 A layoff shall be defined as a reduction in the work force.
- 10.04 An Employee shall only lose seniority and employment in the event that the Employee:
- (a) is discharged for just cause and is not reinstated;
 - (b) resigns for any reason;
 - (c) is absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
 - (d) after recall fails to notify the Employer within seven (7) calendar days;
 - (e) is laid off for more than twelve (12) months;
 - (f) retires for any reason;
 - (g) fails to return from an authorized leave of absence or takes other unauthorized employment while on an authorized leave of absence.
- 10.05 In the event of layoff, Employees shall be laid off in reverse order of seniority within each classification available. Employees on layoff shall be recalled in order of seniority within each classification.

- 10.06 No employee outside the bargaining unit shall be employed as a Full-Time or Part-Time Employee until all those Employees off work as a result of a layoff have been given an opportunity for recall.
- 10.07 Twenty-one (21) days written notice of layoff shall be given to the Union Executive except layoff which result from labour disputes or emergencies beyond the control of the Employer at which time as much notice as possible will be given.
- 10.08 An Employee will be recalled by telephone followed by registered mail. Employees are responsible for leaving their current address and telephone number with the Employer. The recall date will be the date of notification by registered mail.
- 10.09 An Employee is expected to return to work on the date requested by the Employer. The Employee may, if their personal circumstances require, extend the date for return to work for a maximum of seven (7) calendar days.

ARTICLE 11 - JOB POSTINGS

11.01 Job Posting Procedure

- (a) Where a vacancy for a Full Time Employee or Part-time Employee occurs, a new Full-time or Part-time position is created within the bargaining unit or a vacancy for a full time or part time position exists as the result of a leave of absence of six (6) weeks or more, it shall be posted for seven (7) days.
- (b) 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 Employer to be relatively equal in the ability, skills and qualifications to perform the required duties of the job. If no satisfactory application is received within seven (7) days, the Employer's decision to fill the position shall not be the subject of a grievance.

11.02 Trial Period

Should an existing Employee be the successful applicant, they shall be placed on a trial period for two hundred and forty (240) hours worked in their new position. If the Employer 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 end 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 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.

11.03 Restrictions on Applications for Posted Positions

- (a) A Full-Time Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position that would commence before the current temporary position is completed.
- (b) A Part-Time Employee who is successful in applying for a posted temporary position may not apply for another posted temporary position while in the temporary position unless the temporary position would commence after the current temporary position concluded. However, if a vacancy with greater hours or a permanent vacancy arises they may apply.

ARTICLE 12 - HOURS OF WORK

12.01 Normal Work Week

Subject to the Employer's right to determine work schedules, the normal hours of work for a Full-Time Employee shall average 80 hours biweekly over the period of the rotation.

Subject to operational requirements, schedules will generally be combinations of six (6), eight (8) and twelve (12) hour shifts.

Shift rotations will be part of the schedule.

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

12.02 Rest and Meal Periods

Each twelve (12) hour shift shall be inclusive of two (2) thirty (30) minute paid meal breaks, and two (2) paid fifteen (15) minute rest periods in an area made available by the Employer.

Each eight (8) hour shift shall be inclusive of one (1) thirty (30) minute paid meal break and two (2) paid fifteen (15) minute rest periods in an area made available by the Employer.

Each six (6) hour shift shall include two (2) paid fifteen (15) minute rest periods in an area made available by the Employer.

12.03 Weekends Off

- (a) Full-Time Employees may be required to work two (2) out of four (4) weekends.
- (b) Part-Time Employees may be required to work two (2) out of every three (3) weekends.

12.04 Time Off Between Regular Shifts

The Employer will endeavour to schedule at least twelve (12) hours off between regularly scheduled shifts unless mutually agreed otherwise.

12.05 Posting of Schedule

Work schedules shall be posted for each department at least two weeks in advance. The work schedule for the Christmas period will be posted not later than November 15th.

12.06 Shift Exchanges

Employees may exchange shifts provided that:

- (a) there is no increased cost to the Employer, and
- (b) the shift exchange is in the current or following pay period.

12.07 Change of Posted Hours

The Employer will endeavor to provide twenty-four (24) hours' notice to an Employee when hours of work as posted have to be changed. If the hours of work are changed without twenty-four (24) hours' notice and without the agreement of the Employee, the Employee shall receive overtime compensation for all the hours worked which have been changed. This Article applies only to a change in the posted schedule and not call-ins.

12.08 Special Provisions for Call-Backs

When an Employee is recalled to work outside the scheduled working hours after the Employee has left the facility, the Employee shall be paid for not less than three (3) hours.

12.09 Late Arrival for Call-In Shifts

When an Employee is called in to work a regular shift one half (1/2) hour or less prior to the commencement of the shift and arrives within one (1) hour of the

commencement of the shift, then they will be paid for the full shift provided that they work until the normal completion of the shift. An Employee called in to work after the commencement of the shift and arriving within one (1) hour of the time of the call-in shall be paid from the time of the call.

12.10 Additional Shifts

(a) 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 qualified Part-Time Employees in the classification, then to Casual Employees and then to Full-Time Employees provided that by following the provisions of this Article, no overtime is incurred.

(b) Part-Time Employee's Replacement (Extra) Shifts

(i) Part-Time Employees shall indicate to the Employer availability for the assignment of shifts that are known prior to posting (extra shifts).

(ii) Part-Time Employee may be assigned extra shifts when the schedule is being prepared. The Employer shall assign extra shifts to Part-Time Employees by seniority and declared availability. If extra shifts still exist after assignment of the extra shifts to Part-Time Employees, the Employer may offer the extra shift(s) to Casual Employees.

(c) After Posting/Call In Shifts

When call in shifts become available (after a shift schedule has been posted) such shifts will be offered to Part-Time Employees and then Casual Employees.

12.11 Notice of Change of Master Schedule

The Employer shall not change the master schedule without giving the Union thirty (30) day notice of the intended change. The Employer will provide the Union with the reason for the change.

ARTICLE 13 - OVERTIME

13.01 Overtime

(a) A Full-Time employee who has worked all the regularly scheduled shifts in the bi-weekly period will be entitled to overtime compensation for the hours worked in excess of the regular schedule.

- (b) Overtime for Part-Time employees is defined as hours worked in excess of 12 hours in a day or 84 hours in the bi-weekly pay period.
- (c) Hours worked for the purposes of this article includes regular hours worked, paid holidays, paid vacation, and paid leave of absence but excludes paid and unpaid sick leave, workers' compensation pay and overtime.
- (d) Overtime will be compensated, by the Employer granting to the Employee, pay at the rate of one and one-half times (1½x) the Employee's regular hourly rate for the overtime worked.
- (e) All overtime must be authorized by the Employer or representative of the Employer.
- (f) Overtime shall be distributed by seniority to qualified Employees in the classification; however, if no Employee is willing to work the overtime, the Employees with the least seniority in the facility will be required to work.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Union Leave

Subject to permission from Management and operational requirements, Employees elected to represent the Union at any convention, conference or school may be granted leave of absence without pay and without benefits provided the Company receives two (2) weeks notice of the requested leave.

Employees on leave authorized by the Company for Union business shall continue on basic pay and benefits during the period of the leave and the Company shall invoice the Union for the loss of time of the employee, including payments made on the Employee's behalf by the Company. The Union shall pay the invoice within thirty (30) days of its receipt failing which the Company may withhold the amount invoiced from Union dues.

14.02 Personal Leave

The Employer may grant or refuse a request for a leave of absence without pay and without benefits for good and sufficient cause ("personal leave") provided such leave may be arranged without undue inconvenience to the normal operations of the Employer's facility. Applicant when applying must indicate the date of departure and specify the date of return.

14.03 Sick Leave

(a) Indemnity Benefit

Sick leave with pay is an indemnity benefit and not an acquired right. An Employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave with pay if the Employee is not otherwise receiving pay from the Employer (which includes, but is not limited to holiday pay, vacation pay, and paid leave of absence for that day) or from a third party insurer (including payments under the *Workers' Compensation Act*), and providing the Employee has sufficient sick leave credits.

(b) Credit Accumulation

- (i) Paid sick leave shall accumulate at the rate of 0.06924 per hour worked not including sick time, effective the first day of employment as a Full-Time or Part-Time Employee.
- (ii) The maximum amount of accumulation shall be 240 hours.
- (iii) Sick leave pay received by an Employee will be deducted from their accumulated total.

(c) Entitlement to Sick Leave

- (i) 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 Employer or a third party insurer.
- (ii) An Employee may be required by the Employer to produce medical documentation from a legally qualified medical practitioner for any period of absence for which sick leave is claimed by an Employee and if medical documentation is not produced within five (5) business days after such a request, the Employee will not be paid until such time as the appropriate medical documentation has been received.
- (iii) In the event of an unjustified failure by an Employee to notify the Employer that he/she will be absent from work due to sickness, the Employee shall not be entitled to sick leave pay for that day.
- (iv) Employees can accumulate, but cannot use sick leave credits during their probationary period.

(d) Workers' Compensation

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. However, the Employer will allow the Employee to deduct from their sick leave credits payment for lost shifts on the first two days of Workers' Compensation entitlement, provided that they have sufficient sick leave credits.

14.04 Pregnancy and Parental Leave

Pregnancy and Parental Leave will be granted in accordance with the *Nova Scotia Labour Standards Code*.

14.05 Leave for Birth of a Child/Adoption

An Employee who has not take leave pursuant to article 14.03 will be granted two (2) days leave for the birth of a child or for the purposes of attending at the reception of a child for the purpose of adoption. One (1) day will be with pay.

14.06 Bereavement Leave

- (a) If a death occurs in the immediate family of an Employee when said Employee is at work, the said Employee shall be granted bereavement leave with pay for the remainder of their shift.
- (b) If a death occurs in the immediate family of an Employee, said Employee shall be granted five (5) consecutive days leave of absence without loss of pay effective immediately following the death (and for no other days). The Employee will be paid for any regularly scheduled shifts in the five (5) consecutive day period.

An Employee may choose to the fifth (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, mother, brother, sister, spouse, common-law spouse, child of the Employee, current father-in-law, current mother-in-law, current son-in-law, current daughter-in-law, stepchild, current step-parent, grandchild and grandparents of the Employee.

- (c) Employees shall be granted up to two (2) consecutive days bereavement leave on any one death in the event of the death of the Employee's brother-in-law, sister-in-law, aunt, uncle, niece or nephew or a relative permanently residing in the Employee's household. Employees shall be

paid for shifts during the two (2) consecutive day leave which the Employee would otherwise have been scheduled to work.

The leave shall start no later than at midnight following the death provided that the Employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. If a day is deferred, it shall be the 2nd day. Notice of the deferral shall be given at the time of the initial bereavement leave. The Employee will only be paid for the day of the funeral or service if the Employee would otherwise have been scheduled to work.

- (c) If an Employee has to travel 650 or more km to attend a funeral or service in respect of a bereavement leave, the Employee shall be granted two (2) unpaid days off.
- (d) An Employee when for any reason other than bereavement leave would not be considered to be at work, shall not be eligible for bereavement leave with pay if a death occurs in their family subject to Article 15.04 – Bereavement Leave During Vacation.

14.07 Jury and Witness Duty

- (a) Leave of absence with pay shall be given to every Employee for each day the Employee serves on jury duty, other than Employees already on leave of absence without pay or under suspension, who are required to serve on a jury, but all compensation received by the Employee for such jury duty will be paid over to the Employer providing the Employee receives the greater amount.
- (b) Leave of absence with pay shall be granted by the Employer when the 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.

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.

14.08 Compassionate Care Leave

Employees are entitled to unpaid leave in accordance with the Compassionate Care leave provisions in the *Nova Scotia Labour Standards Code*.

14.09 Domestic Violence Leave

An Employee is entitled to a leave of absence if the Employee or a child of the Employee (under age 18) experiences domestic violence. The terms of the leave shall be in accordance with the provisions of the *Labour Standards Code*.

14.10 Leave for Family Illness\Specialist Appointments

Employees with sufficient sick leave credits shall be allowed paid leave of absence up to forty (40) hours per calendar year:

- (a) to attend a specialist appointment; if possible, two (2) weeks advance notice must be given to the Employer, the Employer reserves the right to verify the appointment; and/or
- (b) in case of illness or accident affecting the Employee's spouse, common law spouse, child or parent, to make such arrangements as are necessary to permit the Employee to return to work.

Leave under this Article shall be deducted from the Employee's sick bank as provided in Article 14.03.

14.11 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 she cannot report to work for their shift as scheduled, the employee will take the absent time as unpaid or they may use time from their Holiday or Vacation bank.
- (d) The above clauses do not remove the responsibility from an Employee to contact the Employer, in regard to his/her intent to come to work.

ARTICLE 15 - VACATIONS

15.01 Vacation Entitlement - Full-Time

Paid vacation leave shall be earned on the basis of regular hours paid. Regular hours paid for the purpose of this Article shall include regular hours worked, paid vacation hours, paid sick leave, paid holidays, paid leave of absence, paid union leave, but excludes overtime and WCB.

- (a) Full-Time Employees shall accumulate annual vacation leave as follows:
 - (i) during the first five (5) years and 10400 hours worked as a member of the bargaining unit, at the rate of ten (10) hours for each one hundred and seventy three and three-tenths (173.3) hours worked (i.e. fifteen (15) days during the first five (5) years);
 - (ii) after five (5) years and 10400 hours worked as a member of the bargaining unit, at the rate of thirteen and three-tenths (13.3) hours for each one hundred and seventy three and three-tenths (173.3) hours worked (i.e. twenty (20) days between five (5) years and fifteen (15) years); and
 - (iii) After fifteen (15) years and 31200 hours worked as a member of the bargaining unit, at the rate of sixteen and two-thirds (16.67) hours for each one hundred and seventy three and three-tenths (173.3) hours worked (i.e. twenty-five (25) days after fifteen (15) years).
 - (iv) For the purposes of this Article “day” shall mean an eight (8) hour day.
- (b) Employees can accumulate, but cannot use vacation credits during their probationary period.

Years	Hours Worked	Vacation Entitlement
0-1 year	2080 hours	10 hours for each 173.3 hours worked; not to exceed 3 weeks/15 days
1-5 years	2081 – 10400 hours	3 weeks; 15 days
5-15 years	10401 – 31200 hours	4 weeks; 20 days
15 years and beyond	31201 or more hours	5 weeks; 25 days

15.02 Vacation Entitlement - Part-Time

Part-Time Employees shall receive vacation leave pro rated as per Article 15.01. Vacation pay will be paid out to Part-Time Employees once per year, no later than the second pay period in July.

15.03 No Waiver of Vacation Leave

No Employee shall be allowed to waive vacation and receive pay in lieu of vacation.

15.04 Bereavement Leave During Vacation

During an Employee's vacation, if there is a bereavement for which an Employee is entitled to bereavement leave under Article 14.07, the Employee shall, upon request and proper notification to the Employer, be considered to be on bereavement leave. The period of vacation so displaced shall be rescheduled in accordance with Article 15.05.

15.05 Vacation Carry Over

An employee can carry over up to one-hundred and twenty (120) hours into the next fiscal year.

Any vacation bank in excess of one-hundred and twenty (120) hours may be scheduled by the employer during the vacation year if the Employee is unable to schedule vacation at a mutually acceptable time in accordance with Article 15.05.

15.05 Vacation Scheduling

- (a) The Employee shall meet with the employer on the first business day following April 15th and the first business day following October 15 to request vacation leave for the following six-month period (June-November and December–May, respectively). The Employer shall post the meeting schedule two weeks prior to the meeting times. Vacation preference will be granted in order of seniority, subject to operational requirements which will be the determining factor in granting vacation requests.
- (b) Employees who have not indicated their preference by the end of the meeting day shall not be permitted to displace junior Employees who have made their selection in accordance with the time frames outlined in this Article.
- (c) The Employer shall post no later than May 15th and November 15th a finalized list of the Employees vacation dates for the respective six-month period. The vacation schedule will not be changed unless mutually agreed upon between the Employer and the affected Employees.

- (d) Employees who have not indicated vacation preference by end of appointment day, shall not have the right to exercise "bumping rights" over Employees who have confirmed, but may, by mutual agreement with the Employer, request dates that remain available; such request will not be unreasonably denied.
- (e) Christmas scheduling is excluded from the above vacation planning process. To ensure all employees have equitable access to time away from work over the holiday period, a blackout from vacation requests for the period of December 15 - January 7 will apply.

15.06 Vacations requested outside the process referred to in (a) will be approved in order of requests, subject to operational requirements.

15.07 Upon termination of employment, an Employee's unused vacation will be paid out on the final paycheck.

ARTICLE 16 - HOLIDAYS

16.01 Holidays

The following days are recognized holidays with pay:

New Year's Day
Heritage Day
Good Friday
Easter Sunday
Victoria Day
July 1st
First Monday in August
Labour Day
September 30th - National Day of Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

16.02 Holiday Pay

- (a) A Full-Time Employee shall receive holiday pay equal to eight (8) hours at their regular hourly rate of pay subject to Article 16.03.
- (b) A Part-Time Employee shall receive pro-rated holiday pay subject to Article 16.03. The calculation for prorating will be based on their hours worked in the previous thirty (30) days.

- (c) Holiday time may be requested and scheduled at a mutually agreeable time. If time off can not be scheduled, such holiday pay shall be paid to Employees will be paid out no later than the second pay in January.

16.03 Qualification for Holiday Pay

All Employees shall only qualify for their above holiday pay if they worked on the Employee's regular scheduled working day immediately preceding and immediately following the holiday. For the purposes of this Article, Employees who are on paid bereavement leave or paid vacation will be entitled to the holiday. Employees who are on paid and unpaid sick leave and Worker's Compensation do not qualify for holiday pay pursuant to this Article.

16.04 Work on a Holiday

When a Full-Time Employee or Part-Time Employee is required to work on any of the holidays listed in Article 16.01, the Employer shall pay the Employee for all hours worked at the rate of one and one-half times (1.5x) their regular rate of pay.

16.05 No Pyramiding

There shall be no pyramiding of benefits.

16.06 Christmas/New Year Period

The Employer shall endeavour to give each Employee either Christmas or New Year's Day off. This shall be done on an alternate basis, that is, Christmas Day off one year and New Year's Day off the next year. Employees may request to shift exchange Christmas Day and New Year's Day shifts and such requests shall not be unreasonably refused. Any such shift exchange shall not result in an increased cost to the Employer.

The master schedule shall be waived during the period December 15 to January 15. Adequate staffing must be maintained at all times.

ARTICLE 17 - WAGES

17.01 Employees shall be paid the rate of pay set out in the salary scale in the attached appendix.

17.02 (a) Employees hired into a classification with an increment scale shall advance to the next increment on the wage scale after every two thousand eighty (2,080) hours worked in the position.

(b) Progression in the wage scale is based on service in the classification listed in 17.02 (a) with the Employer, provided however, on hiring in the classification, an employee may, at the discretion of the Employer, be given credit for previous experience in the classification.

17.03 If an Employee has a shortfall in his pay of more than four (4) hours' pay, the Employer shall pay the shortfall to the Employee within four (4) business days of being notified by the Employee.

17.05 Shift Premium

Effective the date of ratification (November 13, 2022), all Employees shall receive a shift premium of two dollars and thirty-five cents (\$2.35) per hour for all hours worked between 1900 hours and 0700 hours.

17.06 Weekend Premium

Effective the date of ratification (November 13, 2022), all Employees shall receive a weekend premium of two dollars and thirty-five cents (\$2.35) per hour for all hours worked between 11:00 p.m. Friday and 11:00 p.m. Sunday.

ARTICLE 18 - GROUP INSURANCE

18.01 Group Insurance

The Employer shall provide group insurance coverage (health care and life insurance), and dental benefits during the life of this collective agreement for participation by all Full-Time and Part-Time Employees, subject to eligibility requirements.

18.02 Cost Sharing

The Employer shall pay sixty-five percent (65%) of the cost of the premiums for the extended health and drug plan in 18.01 excluding life and ADD which are one hundred percent (100%) paid for by the Employer. The Employer shall pay fifty (50%) of the dental benefits.

18.03 Mandatory Participation

Participation in the group insurance plan and dental benefits is mandatory for any Employee who has completed the probationary period and is otherwise eligible to participate under the terms of the plan, unless the Employee establishes to the Employer that they have health care under a spouse's plan.

Full-Time Employees and Part-Time Employees are eligible to participate in the group insurance plan and dental plan provided that they have completed their

probationary period and have been regularly scheduled to work the minimum hours required by the insurance carrier.

18.04 Employees on Unpaid Leave

Subject to other provisions of this Agreement, when an Employee commences unpaid leave of absence:

- (a) the Employer shall pay its share of the premiums for group insurance benefits for the balance of the month the leave commences; and
- (b) for a period of twelve (12) months after the calendar month in which the leave commences, an Employee may continue group insurance coverage and dental benefits by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred percent (100%) of the premium payable with respect to the Employee, and the Employer will remit the premium to the insurer. The Employee will confirm, in writing, their intent to pay the full cost of the premiums. Failure on the part of the Employee to submit payments by the date premium payments are due shall result in cancellation of benefits.

ARTICLE 19 - RETIREMENT SAVINGS PLAN

19.01 Retirement Savings Plan

The Employer will continue to provide an Employer Sponsored Retirement Savings Plan.

19.02 Cost Sharing

Eligible employees may enroll with a minimum contribution of 1%. The Employer will match Employee contributions of up to 5% of their gross earnings.

19.03 Enrollment

Full-Time Employees and Part-Time Employees may participate in the Employer Sponsored Retirement Savings Plan provided that they have completed their probationary period and have been regularly scheduled to work the minimum hours required by the plan administrator.

19.04 Employees on Leave

Subject to other provisions of this Agreement, when an Employee commences an unpaid leave of absence, an Employee may elect to continue contributions directly to the Plan Administrator. There will be no Employer contribution during the period of the unpaid leave.

ARTICLE 20 - STAFF HEALTH AND SAFETY

20.01 Occupational Health and Safety Committee

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 Employer and Union representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Safety 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.

20.02 Responsibilities of Parties

The Employer shall make reasonable provisions in respect of the safety and health of Employees during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect Employees from injury or health hazards and shall be provided by the Employer and Employees shall be required to use them. The Union and the Employer shall co-operate to the fullest extent possible towards the prevention of accidents and in reasonable promotion of safety and health of Employees through the Occupational Health and Safety Committee.

ARTICLE 21 - RESIGNATION

21.01 Notice of Resignation

Four (4) weeks written notice of resignation shall be given regarding resignation of employment by the Employee, unless mutually satisfactory arrangements are made otherwise.

ARTICLE 22 – DISCIPLINE AND DISCHARGE

22.01 No Employee shall be disciplined or discharged without just cause.

22.02 A Union Steward shall be present in any meeting with an Employee in which the Employee is disciplined, suspended or discharged. The Employee may, in writing, waive the right to have a Union Steward present. The Union shall receive a copy of the Employee's letter of discipline\discharge.

If the Employer is conducting a formal disciplinary investigation, a Union representative may be present during the investigation. There shall be no undue delay in the investigation because of unavailability of the Union representative.

22.03 The record of any disciplinary action shall not be referred to or used against an Employee at any time after twenty-four (24) months following such action

provided that there has been no additional discipline in the period, excluding resident abuse, drug or alcohol abuse or workplace harassment.

ARTICLE 23 - PERSONNEL FILES

23.01 Access to Personnel File

An electronic personnel file shall be maintained for all Employees. Each Employee is entitled to have access to their personnel file.

Employees are required to inform the employer of any change to personal information such as: change of address, telephone number, etc. Such information will only be used by the employer in the course of normal business operations.

ARTICLE 24 - NO STRIKE - NO LOCKOUT

24.01 It is agreed that there shall be no slow-down, curtailment of work, strike or lock out during the term of this Agreement.

ARTICLE 25 – RETIREMENT

25.01 It is expected that an Employee will give four (4) weeks' written notice prior to retirement, unless mutually satisfactory arrangements are made otherwise.

ARTICLE 26 - TERM OF AGREEMENT

25.01 This Agreement shall be for the period commencing on November 1, 2020 and ending October 31, 2023.

25.02 Retroactivity shall only apply to provisions of salary adjustment in Appendix "A", annexed hereto. All other provisions of the Collective Agreement are effective the date of ratification.

Former employees who have resigned or retired shall have thirty (30) days after the signing of this Agreement to apply, in writing, for retroactivity. Failure to apply within thirty (30) days shall result in forfeiture of retroactivity.


25.03 This Agreement shall remain in effect from year to year after unless one of the parties hereto notifies the other within a period of not less than sixty (60) working days prior to the automatic renewal date of its intention to revise or amend this Agreement or to conclude a new Agreement. Such notices in order to be effective must be in writing and given in accordance with the provisions of the *Trade Union Act* (Nova Scotia).


25.04 This Agreement and everything contained herein shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

DATED this 19 day of December, 2022.

FOR THE EMPLOYER:

FOR THE UNION:


Ashley Umlah


Shauna WuDea
Sabrina McDonald

APPENDIX "A" Wage Scales

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Support Services Attendant	\$16.4133	\$34,139	\$16.6594	\$34,652	\$17.8468	\$37,121	\$18.3822	\$38,235	\$18.4741	\$38,426
Dietary Aide	\$16.6919	\$34,719	\$16.9423	\$35,240	\$18.1339	\$37,719	\$18.6780	\$38,850	\$18.7713	\$39,044

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 1.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	
Non Certified CCA *	Start	\$17.2219	\$35,822	\$17.4803	\$36,359	\$17.7425	\$36,904	\$18.1005	\$37,649
	After 2080 hours	\$17.5695	\$36,544	\$18.1845	\$37,824	\$18.4573	\$38,391	\$18.8078	\$39,120
	After 4161 hours	\$17.9158	\$37,265	\$18.5298	\$38,542	\$19.1595	\$39,852		
	After 6243 hours	\$18.2561	\$37,972						
	After 8323 hours	\$18.5968	\$38,683						

*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed Apr. 6, 2022 and appears in this wage appendix for retroactivity purposes, only.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Uncertified CCA**	Start	\$17,5621	\$36,529	\$17,8255	\$37,077	\$18,0928	\$37,633	\$18,6356	\$38,762	\$18,7288	\$38,956
	After 2080 hours	\$17,9157	\$37,265	\$18,1844	\$37,824	\$18,4572	\$38,391	\$19,0109	\$39,543	\$19,1059	\$39,740
	After 4161 hours	\$18,2687	\$37,999	\$18,5428	\$38,569	\$18,8209	\$39,147	\$19,3855	\$40,322	\$19,4824	\$40,523
	After 6243 hours	\$18,6097	\$38,708	\$18,8887	\$39,288	\$19,1720	\$39,878	\$19,7472	\$41,074	\$19,8459	\$41,280
	After 8323 hours	\$18,9633	\$39,443	\$19,2476	\$40,035	\$19,5364	\$40,636	\$20,1224	\$41,855	\$20,2231	\$42,064

**Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Uncertified CCA" as per the MOA re: CCAs, signed Apr. 6, 2022.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Continuing Care Assistant (CCA)	Start	\$17,5621	\$36,529	\$17,8255	\$37,077	\$21,4712	\$44,660	\$22,1153	\$46,000	\$22,2259	\$46,230
	After 2080 hours	\$17,9157	\$37,265	\$18,1844	\$37,824	\$21,9096	\$45,572	\$22,5669	\$46,939	\$22,6797	\$47,174
	After 4161 hours	\$18,2687	\$37,999	\$18,5428	\$38,569	\$22,3567	\$46,502	\$23,0274	\$47,897	\$23,1426	\$48,137
	After 6243 hours	\$18,6097	\$38,708	\$18,8887	\$39,288	\$22,8130	\$47,451	\$23,4974	\$48,875	\$23,6149	\$49,119
	After 8323 hours	\$18,9633	\$39,443	\$19,2476	\$40,035	\$23,2784	\$48,419	\$23,9767	\$49,872	\$24,0966	\$50,121

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
			Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Physiotherapy Aide (with diploma)	Start	\$19,8383	\$20,1358	\$41,883	\$20,4379	\$42,511	\$21,0510	\$43,786	\$21,1563	\$44,005
	Regular Rate	\$20,1754	\$20,4779	\$42,594	\$20,7851	\$43,233	\$21,4086	\$44,530	\$21,5157	\$44,753
	After 2080 hours	\$20,7621	\$21,0734	\$43,833	\$21,3895	\$44,490	\$22,0312	\$45,825	\$22,1413	\$46,054
	After 4161 hours	\$21,3891	\$21,7100	\$45,157	\$22,0356	\$45,834	\$22,6967	\$47,209	\$22,8102	\$47,445
	After 6243 hours	\$22,1229	\$22,4547	\$46,706	\$22,7916	\$47,406	\$23,4753	\$48,829	\$23,5927	\$49,073
	After 8323 hours	\$22,8039	\$23,1460	\$48,144	\$23,4932	\$48,866	\$24,1980	\$50,332	\$24,3190	\$50,583
Recreation Programmer (with degree)	Start	\$19,6348	\$19,9293	\$41,453	\$20,2282	\$42,075	\$20,8350	\$43,337	\$20,9392	\$43,554
	Regular Rate	\$19,9689	\$20,2684	\$42,158	\$20,5724	\$42,791	\$21,1896	\$44,074	\$21,2955	\$44,295
	After 2080 hours	\$20,5849	\$20,8937	\$43,459	\$21,2071	\$44,111	\$21,8433	\$45,434	\$21,9525	\$45,661
	After 4161 hours	\$21,2598	\$21,5787	\$44,884	\$21,9024	\$45,557	\$22,5595	\$46,924	\$22,6723	\$47,158
	After 6243 hours	\$21,9347	\$22,2637	\$46,308	\$22,5976	\$47,003	\$23,2756	\$48,413	\$23,3920	\$48,655
	After 8323 hours	\$22,6096	\$22,9487	\$47,733	\$23,2929	\$48,449	\$23,9917	\$49,903	\$24,1117	\$50,152

NOTE:

General Economic Increase

In the event there is a general economic increase(s) negotiated in the publicly funded Long Term Care (LTC) sector, for another publicly funded LTC Employer which has a contract term November 1, 2020-October 31, 2023, that is greater than the general economic increase(s) provided for in this Agreement, the same general economic increase(s) may be applied to this agreement.

Unifor Local 2107 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate general economic wage increases.

Classification Adjustments

Where through collective bargaining, a classification adjustment is negotiated into the collective agreement with a term of November 1, 2020-October 31, 2023, of a publicly funded LTC Employer that increases the compensation of a publicly funded classification within LTC, the classification may be adjusted to the higher of the two rates.

Unifor Local 2107 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternate classification increase.

MEMORANDUM OF UNDERSTANDING

Union Paid Education Leave (PEL) 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:

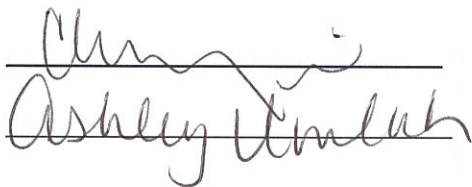
1. The Employer shall pay into a special fund for the purpose of entitling Employees in the Bargaining Unit to attend courses provided by Unifor for the purpose of upgrading their skills in all aspects of trade union function, as follows:
 - a. A one-time special payment of two-hundred and fifty dollars (\$250.00) within 30 days of the Parties signing this Agreement;
 - b. A one-time special payment of two-hundred and fifty dollars (\$250.00) on October 31, 2023; and
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:

Unifor Paid Education Leave Program,
Unifor Family Education Centre
115 Gordon Baker Road,
Toronto, Ontario M2H 0A8

This MOU shall expire upon expiry of this Collective Agreement.


DATED this 19 day of December, 2022.

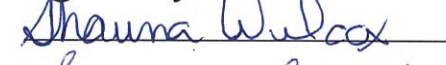
FOR THE EMPLOYER:




Ashley Winkler

FOR THE UNION:



Jennifer Bennett


Shauna Wilcox


Sabrina McDonald

MEMORANDUM OF UNDERSTANDING

Diversity, Equity, Inclusion and Belonging

Diversity, Equity, Inclusion and Belonging focus on the systematic fair treatment of all people resulting in fair opportunities and outcomes for everyone.

Whereas Unifor has a role titled Racial Justice Advocate which Unifor developed in support of the goal of systemic fair treatment of all employees including racialized individuals;

And Whereas the Employer will recognize Unifor's development of this role in the workplace, the President of the Union may appoint a Unifor member to support diversity, equity, inclusion and belonging in the workplace.

Prior to appointing an employee to this role the President of the Union shall:

- Satisfy themselves that the individual has sufficient training, experience and/or education to perform the role competently.
- Discuss the candidate with the Manager of Human Resources

The Racial Justice Advocate role developed by Unifor is intended to be a union member who will assist and provide support for Black, Indigenous and Racialized members, and work respectfully and collaboratively with management to address workplace concerns. The duties of the role may include:

- Listening and providing support to Black, Indigenous and Racialized members to make their voice heard in the workplace;
- Collaborating with the Employer to promote education that advances inclusion, equity, racial and social justice in the work environment;
- Working with management to create a supportive environment for all employees;
- Acting as a resource for Employees in promoting access to community culturally appropriate services.

The Employee so appointed shall follow the same procedures as a Shop Steward exercising their duties during work hours.

The parties 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.

DATED this 19 day of December, 2022.

FOR THE EMPLOYER:

Chris
Ashley Umlah

FOR THE UNION:

Jennifes Benoit
Shauna Wilcox
Sabrina McDonald

