



Newfoundland and Labrador Association of Public and Private Employees

COLLECTIVE AGREEMENT

between

MOUNTAIN VIEW RETIREMENT CENTRE

and

**NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**

(Expires: October 16, 2025)

TABLE OF CONTENTS

<u>ARTICLES</u>	<u>Page</u>
1. Purpose	1
2. Recognition	1
3. Management Rights	2
4. Interpretation and Definitions	2
5. Union Security	4
6. No Discrimination	5
7. No Harassment	5
8. Grievance Procedure	5
9. Arbitration	7
10. Probation, Discipline and Personnel Files	8
11. Labour Management/Occupational Health & Safety Committee	9
12. Seniority	9
13. Promotions and Staff Changes	10
14. Hours of Work	12
15. Overtime	13
16. Shift Work	15
17. Payment of Wages and Allowances	15
18. Holidays	15
19. Vacation With Pay	16
20. Sick Leave	17
21. General Leave	18
22. Health and Safety	20
23. Job Descriptions	20
24. Protective Clothing	20
25. Liability Protection	21
26. Employee Benefits	21
27. Successor Rights	21
28. Amendment to Agreement	22
29. Duration	22
30. No Strike/lockout	22
Schedule "A"	23
Letter of Understanding (Meal Costs for Employees)	25
Letter of Understanding (Vacation Schedule)	26

ARTICLE 1 PURPOSE

1:01 It is the purpose of the parties of this Agreement to maintain and improve harmonious relations and to settle conditions of employment among the Employer, Employees and the Union.

ARTICLE 2 RECOGNITION

2:01 The Employer recognizes the Union as the sole Collective Bargaining Agent for all employees of Mountain View Estates in Corner Brook, Newfoundland & Labrador, save and except the Manager and Owner, Administrative Assistant and Bookkeeper.

2:02 (a) When new classifications are developed, the Employer shall notify the Union immediately, in writing, as to whether such classifications should be included or excluded from the bargaining unit and provide reasons for exclusion.

(b) Should the parties not agree on the exclusion of any specific classification, the matter shall be immediately referred to the Labour Relations Board for adjudication.

2:03 Work of the Bargaining Unit

Persons not covered by the terms of this Agreement will not perform duties normally assigned to employees within the bargaining unit except for the purpose of instruction, emergencies or when regular employees are not available and it does not affect the normal hours of work of the employees.

2:04 No employees shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Agreement.

2:05 For the purpose of this Agreement, the masculine shall be deemed to include the feminine and the plural indicates the singular and vice versa, as the context may require.

2:06 In the event there is a conflict between this Agreement and any policies or regulations made by the Employer, this Agreement shall take precedence over the said regulations and policies. In the event there is conflict between this Agreement and Government Regulations/Guidelines, the parties will meet to make applicable

adjustments to the Collective Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

3:01 The Union recognizes and agrees that the Employer reserves and retains all the rights, powers and authority to manage its operations and to direct its employees, except as specifically abridged or modified by the express provisions of this Agreement.

ARTICLE 4 INTERPRETATION AND DEFINITIONS

4:01 Definitions

- (a) "Bargaining Unit" means the Bargaining Unit recognized in accordance with Article 2.
- (b) "Classification" means the identification of a position by reference to a class title and rate of pay.
- (c) "Day Off" means a day on which the employee is not required to perform the duties of his/her position other than (i) holiday; (ii) leave of absence.
- (d) "Day" means a working day unless otherwise stipulated in this Agreement.
- (e) "Demotion" means an action which causes the movement of an employee from his/her existing classification to a classification carrying a lower pay rate.
- (f) "Employee" means any person employed in a position which falls within the bargaining unit.
- * (g) "Employer" means Bishops Gardens Seniors Living LP as, Mountain View Retirement Centre or its representative in Corner Brook, Newfoundland & Labrador.
- (h) "Grievance" means a dispute arising out of an interpretation, application, administration or alleged violation of the terms of this Agreement.

- (i) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (j) "Layoff" means the period of time when an employee is absent from work without pay as a result of a lack of work, but retaining all recall rights in accordance with this Agreement.
- (k) "Leave of Absence" means absence from duty with the permission of the Employer.
- (l) "Notice of Layoff" means notice in writing which is hand delivered or delivered by registered mail.
- (m) "Overtime" means work performed by an employee in excess of eighty (80) hours bi-weekly.
- (n) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- (o) "Probationary Period" means a period of six (6) months from the date of hire.
- (p) "Promotion" means an action which causes the movement of an employee from his/her classification to a classification with a higher pay rate.
- (q) "Schedule" means in writing and posted in an accessible place to all employees.
- (r) "Shift" means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period.
- (s) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.
- (t) "Vacancy" means an opening in any Bargaining Unit position that the Employer requires to be filled, which is expected to be for four (4) weeks duration or longer and in respect of which there is no employee eligible for recall.
- (u) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Monday morning and ending at 2400 hours on the following Sunday night.

(v) "Year" means the calendar year.

ARTICLE 5 UNION SECURITY

- 5:01 The Employer shall deduct from every employee coming within the Bargaining Unit, the monthly dues of the Union.
- 5:02 Deductions shall be forwarded to the President of the Union not later than the 15th day of each month. The Employer shall forward to the Union with the first dues deduction cheque following the signing of the Agreement, a list which shows the employee's full name, classification title and social insurance number. Each month thereafter a list showing additions and deletions shall be forwarded with the dues deduction cheques.
- 5:03 The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Union during the previous taxation year will be recorded on his/her T-4 Statement.
- 5:04 The Union shall inform the Employer of the authorized deduction approved by the Union.
- 5:05 All new employees shall, as a condition of employment, become and remain members in good standing of the Union from the date of hire.
- 5:06 A representative of the Union shall be given the opportunity to interview each new employee for a maximum of fifteen (15) minutes for the purpose of acquainting the employee with the Union and the Collective Agreement. These interviews shall be conducted during regular working hours without loss of pay, provided that such time off does not interfere with the operations of the Employer and does not require staff replacement. The interviews shall be scheduled in advance and may be arranged individually or collectively by the Employer at a mutually agreeable time.
- 5:07 The Employer shall provide a bulletin board for the use of the Union. The site of the bulleting board will be determined by mutual agreement. It is agreed that such a bulleting board will not be erected in areas normally frequented by residents. Articles, circulars, memos, etc. dealing with Union business will only be posted on the designated bulletin board.

ARTICLE 6 NO DISCRIMINATION

6:01 The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wages, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, mental and physical disability or marital status, nor by reason of his/her membership or activity in the Union.

ARTICLE 7 NO HARASSMENT

7:01 The Employer and the Union recognizes the right of all employees to work in an environment free from personal and sexual harassment and shall work together to ensure that harassment is actively discouraged. All reported incidents of harassment shall be thoroughly investigated as quickly and as confidentially as possible. The Employer agrees to take all steps to ensure that the harassment stops and that individuals who engage in such behaviour are appropriately disciplined. The employer agrees that victims of harassment shall be protected, where possible from the repercussions which may result from a complaint.

ARTICLE 8 GRIEVANCE PROCEDURE.

8:01 The parties hereto have adopted the following procedures in keeping with their mutual desire that differences shall be resolved as quickly as possible.

8:02 Step 1

Subject to Article 10:01, an Employee may present a grievance through the Shop Steward to the Manager or designate within five (5) days after the circumstances giving rise to the grievance have occurred or within five (5) days after the Employee became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated and the remedy sought. The Manager or designate shall render a written decision with five (5) days after receipt of the grievance to the Shop Steward.

Step 2

Should the decision rendered at Step 1 be unsatisfactory, or should no decision be rendered, the grievance shall be submitted to the Owner within five (5) days after receiving the decision at Step 1, or where no decision was rendered, within five (5) days after the expiry of the time for doing so. The Owner shall render a written decision within five (5) days after receipt of the grievance at Step 2.

Step 3

Should the decision rendered at Step 2 be unsatisfactory, or should no decision be rendered, the grievance shall be referred to a meeting of the Owner and a representative of the Union within five (5) days after receiving the decision at Step 2, or where no decision was rendered, within five (5) days after the expiry of the time for doing so. The meeting shall take place within ten (10) days after receipt of the grievance at Step 3. If not resolved at this meeting, either party may refer the grievance to Arbitration.

- 8:03 Subject to Article 10:01, an Employee claiming that he/she has been unjustly discharged may submit a grievance directly to the Owner within five (5) days after the circumstances giving rise to the grievance have occurred or within five (5) days after the Employee became aware of such circumstances. Such grievance shall be in writing and shall specify the action or conduct giving rise to the grievance, the provision or provisions of the Agreement alleged to have been violated and the remedy sought. Such grievance shall start at Step 2 of the procedure set out in Article 8:02.
- 8:04 Notwithstanding the foregoing procedures, the parties may at any time agree, in writing, to submit a grievance to internal mediation through the Department of Human resources, labour and Employment to see if a settlement can be reached. If no settlement is reached, the grievance procedure shall resume at the point it had reached at the time of such submission.
- 8:05 The time limits specified in this Article are mandatory and may only be extended in writing by mutual agreement of the parties.
- 8:06 In calculating the time limits set out in this Article, Saturdays, Sundays and Public Holidays listed in this Agreement or by the Government of Newfoundland and Labrador, shall be excluded.

- 8:07 An employee may be represented by a full time representative of the Union at any Step of the grievance procedure.
- 8:08 No grievance, once properly commenced, shall be defeated or denied by technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a subsequent step in the grievance procedure.

ARTICLE 9 ARBITRATION

- 9:01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing to the other party. The request shall suggest a single Arbitrator's name to hear the dispute. This shall be completed within fifteen (15) days of the response in Step 3 of the grievance procedure.
- 9:02 If the parties cannot agree on an acceptable Arbitrator, either party may request the Minister of Labour to appoint an Arbitrator.
- 9:03 The Arbitrator shall determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the differences or allegations and render a decision within thirty (30) days from the hearing date.
- 9:04 The decision of the Arbitration shall be final and binding on all parties. The Arbitrator may not alter, modify or amend any provisions of this Agreement. The Arbitrator shall have the right to settle a grievance by any arrangement he/she deems appropriate.
- 9:05 Each party shall cost share the Arbitrator's fees and expenses on a 50/50 basis.
- 9:06 The time limits set forth for the grievance and arbitration process may be varied by mutual written agreement of the parties to this Agreement.
- 9:07 Both parties may, by mutual consent, agree to have the grievance dealt with by an Arbitration Board. In such a case, the provisions of this Article as they relate to a single Arbitrator shall apply to the Arbitration Board.

ARTICLE 10 PROBATION, DISCIPLINE AND PERSONNEL FILES10:01 (a) Probationary Period

The probationary period shall be six (6) months from the date of hire. For the purpose of this Clause, time off with pay approved by the Employer shall be considered as time worked.

(b) Termination of Probationary Employee

The termination of probationary employees for reasons of unsuitability or incompetence, as assessed by the Employer, is not subject to the grievance or arbitration process.

(c) Extension of Probationary Period

The Employer and the Union may mutually agree to extend probationary period.

10:02 Right to be Represented

An employee who is required to attend a meeting with the Employer dealing with discipline, discharge or suspension shall be advised that he/she has the right to be accompanied by a Union Representative.

10:03 Discipline - Time Limits

An employee who is disciplined, discharged or suspended shall be provided with written notification of such action within five (5) days of the incident. Such notification shall state the reason for the disciplinary action. If such procedure is not followed, the disciplinary action shall be null and void.

10:04 Personnel Files

(a) Upon request and after giving reasonable notice, an employee shall be allowed to inspect his/her personnel file in the presence of the Employer and to be provided a copy of any document therein.

(b) In the event that an employee is disciplined, the records of such action shall be removed from the personnel file of the employee twelve (12) months following the receipt of such discipline, provided there was no recurrence of a similar incident during that period. It shall be the responsibility of the employee to see that

the documents are removed.

- (c) No document shall be used in disciplinary proceedings unless such document has been brought to the attention of the employee at the time it was placed on the employee's personnel file.

ARTICLE 11 LABOUR MANAGEMENT/OCCUPATIONAL HEALTH & SAFETY COMMITTEE

11:01 It is agreed that a Committee comprised of two (2) Union representatives and two (2) Employer representatives will meet as the need arises, but in any event no greater than once per month unless mutually agreed otherwise, to discuss the following general matters:

- (a) promoting safety and sanitary practices;
- (b) reviewing suggestions from employees, questions of working conditions and service;
- (c) other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

This Committee shall be set up within thirty (30) days of the signing of this Agreement.

11:02 These meetings shall not supersede the activities of any other Committee of the Union or of the Employer and shall not bind either the Union or its members or the Employer to any decisions or conclusions reached during discussions.

ARTICLE 12 SENIORITY

12:01 Seniority Defined

- (a) Subject to 12:03, seniority for all employees shall be based on their last date of hire.
- (b) Where two (2) or more employees started work the same day, seniority will be determined based on the hours worked.

12:02 Seniority Lists

The Employer shall maintain a seniority list for all employees. An up to date seniority list shall be sent to the Union and posted in the worksite in January of each year. The seniority list for all employees shall show, subject to 12:03, date of hire and classification for each employee. Employees may challenge the accuracy of the seniority list within thirty (30) days of posting.

12:03 Loss of Seniority

An employee shall lose all seniority and service if he/she:

- (i) is discharged for just cause and is not reinstated by an Arbitrator or under the Grievance Procedure;
- (ii) resigns in writing and is not re-employed within thirty (30) days;
- (iii) is absent from work in excess of three (3) working days and has not notified the Employer.
- (iv) fails to return to work from layoff within seven (7) calendar days of being notified by registered mail except when such failure is caused by sickness verified by a doctor or for another reason acceptable to the Employer;
- (v) is laid off in excess of sixteen (16) months.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES13:01 Job Postings

When a vacancy occurs or when a new position is created inside the Bargaining Unit, the Employer shall post notices of the position in accessible places on the Employer's premises for a period of not less than five (5) days. The Employer retains the right to fill any position immediately in an emergency.

13:02 Procedure for Filling Vacancies

- (a) No position shall be filled from outside the Bargaining Unit until all application of present employees have been fully processed.

- (b) Positions expected to exceed four (4) weeks or longer shall be posted in accordance with Clause 13:01.

13:03 Role of Seniority in Promotions and Staff Changes

Both parties recognize that seniority shall be the deciding factor in promotions and job opportunities provided that the applicant's qualification's meets the required standards for the new position.

13:04 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) days after which the Employer shall confirm the employees appointment. If the employees proves unsatisfactory or the employee is not satisfied in the position, he/she shall be returned to his/her former position. Any other employees shall also be returned to his/her former position. The employee may revert to his/her former position through mutual agreement with the Employer. The parties may mutually agree to extend the time limits for the trial period.

13:05 Layoff and Recall

(a) Layoff

The parties to this Agreement recognize that job security should increase in proportion to length of service. If a layoff should occur, employees shall be laid off in reverse order of their seniority provided the remaining employees are qualified to perform the work required.

(b) Recall

When a recall occurs, employees shall be recalled based on seniority, the more senior person on layoff shall be recalled provided they are qualified to perform the work required.

(c) All employees who are to be laid off shall receive two (2) weeks notice of layoff. If an employee is not given this notice period provided in this Clause, the employee shall be paid salary and benefits, exclusive of overtime, that he/she would have earned during the notice period.

(d) It is the employees responsibility to keep the Employer informed of his/her current address and telephone number.

13:06 Reduction in Hours of Work

In the event there is going to be a reduction in hours of work, this reduction will be given to the casual employee and then to the most junior employees provided those remaining are qualified and able to complete the required work.

ARTICLE 14 HOURS OF WORK

- 14:01
- (a) The normal daily hours of work shall be from eight (8) hours to twelve (12) hours of work per day inclusive of meal breaks.
 - (b) The normal bi-weekly hours of work shall be from eighty (80) hours to eighty-four (84) inclusive of meal breaks.
 - (c) The hours set forth in this Agreement do not constitute a guarantee of hours of work per day or per week.

14:02 Working Schedule

- (a) The Employer shall plan days off in such a manner as to give each employee every second weekend off, unless otherwise agreed by mutual consent.
- (b) The Employer shall post a two (2) week schedule for each employee, showing the shifts and days off work, by the Thursday prior to the start of the schedule. When an employee's day(s) off are changed without forty-eight (48) hours notice by the Employer, the employee shall be paid double his/her hourly rate for each hour worked on the scheduled day(s) off.
- (c) When an employee's scheduled shift is changed to another shift that day, the employee is to be given twenty-four (24) hours notice, if the notice is not given the employee shall be paid at the rate of one and one-half (1 ½) his/her regular hourly rate for the shift worked.
- (d) There shall be no split shifts.
- (e) An employee may request changes to the schedule before it is posted or within forty-eight (48) hours of its posting.
- (f) Employees may exchange shifts with each other, provided that

such changes are at no cost to the Employer and the Employer is informed.

- (g) Employees shall be scheduled with two (2) consecutive days off during the work week except where mutually agreed.

14:03

Meals and Rest Periods

- (a) An employee shall be permitted two (2) paid fifteen (15) minute rest periods inclusive of hours of work from eight (8) to twelve (12) hours of work. Hours of work less than eight (8) shall be permitted one (1) fifteen (15) minute paid rest period.
- (b) (i) An employee shall be permitted two (2) thirty (30) minute unpaid meal periods in a twelve (12) hour day shift and two (2) thirty (30) minute paid meal periods during the night shift. Employees will be paid at the straight time rate for these meal time hours. However, paid meal periods shall not be used for the calculation of overtime.
- (ii) An employee shall be permitted one (1) sixty (60) minute unpaid meal period in a eight (8) hour shift.
- (iii) Employees on day shift shall be allowed to leave the Employer's premises during his/her meal period, if possible.
- (iv) Employees required to work his/her meal period shall be paid at the overtime rate.

14:04

Employees shall not be scheduled for less than three (3) hours in any work shift with the exclusion of private duty hours.

ARTICLE 15 OVERTIME

15:01

All time worked by an employee in excess of eighty (80) hours bi-weekly, exclusive of meal periods, shall be paid at the overtime rate.

In order to maximize hours to eighty (80) bi-weekly, employees will be offered, on a voluntary basis, additional hours to their regular schedule at straight time up to eighty (80) hours based on seniority.

15:02*

The normal overtime rate shall be pay or time off at the rate of time and one-half (1 ½) the regular hourly rate. The employee has the option to

choose pay or time off.

Any banked overtime may be carried forward from month to month by the employee or the employee may request pay for such time. This banked time has to be taken within a one hundred and twenty (120) day period otherwise it will be paid to the employee.

15:03

Sharing of Overtime

- (a) Overtime and call back shall be shared equally among employees who are qualified to perform such work. A list of overtime hours for each employee shall be posted at the beginning of each month.
- (b) Employees who are unavailable or decline overtime shall be considered as having worked the overtime hours for distribution purposes.

15:04

Call Back

An employee who is called back to work outside his/her regular working hours shall be paid a minimum of three (3) hours at the applicable overtime rate. An employee who is required by the employer to attend a staff meeting outside his/her regular working hours shall be paid straight time for each hour he/she is in attendance as the employer requires, however he/she shall be paid a minimum of three (3) hours if he/she is in attendance for less than three (3) hours.

15:05

Optional Overtime

Overtime is optional and voluntary, except in an emergency.

15:06

Overtime Calculation

All overtime has to be approved by the Employer. Overtime shall be calculated in fifteen (15) minute units.

15:07*

Double Shift

No employee shall be required to work a double shift without his/her consent. An employee shall be paid at double time for the second part of the shift.

ARTICLE 16 SHIFT WORK

16:01 Hourly Differential

An hourly differential of one dollar and fifteen cents (\$1.15) per hour shall be paid for each hour between the hours of 1900 hours on one (1) day and 0700 hours the following day.

16:02 Rest Between Shifts

There shall be twelve (12) hours rest between shift changes unless otherwise agreed by mutual consent.

16:03 Shift Rotation

All employees must rotate shifts in an equitable manner through the various shifts unless otherwise mutually agreed.

ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES

17:01 The rates of pay for all employees covered by this Agreement shall be as set forth in the attached Schedule "A" and shall form part of this Agreement.

17:02 Cheques will be payable on every second Thursday before noon.

ARTICLE 18 HOLIDAYS

18:01* Employees who have been on the payroll for thirty (30) days and who work their scheduled day before and after the holiday shall receive one (1) day's pay of eight (8) hours for each of these holidays:

- (i) New Year's Day
- (ii) Good Friday
- (iii) Common Wealth Day
- (iv) Memorial Day
- (v) Labour Day
- *(vi) Aboriginal and Reconciliation Day
- (vii) Thanksgiving Day
- (viii) Armistice Day
- (ix) Christmas Day

(x) Boxing Day

Employees who's average daily hours in the thirty (30) days prior to the holiday is less than eight (8) hours shall be paid holiday pay on a pro-rated basis.

18:02 Compensation for Working on a Holiday

In addition to the holiday pay as outlined in Clause 18:01, an employee required to work on a holiday shall receive time and one-half (1/ ½) for each hour worked or he/she may elect to take time off at the overtime rate.

18:03 Compensation for Holiday on Schedule Day Off

The employee shall receive another day off with pay or the employee shall be paid one day's regular pay in lieu.

18:04 Christmas and New Years

Christmas and New Years will be scheduled off on a equal basis from year to year, unless otherwise mutually agreed.

ARTICLE 19 VACATION WITH PAY

19:01 The Employer agrees to pay vacation as follows:

After Completing:

- | | | |
|-----|--------------------------|--------------|
| (a) | One (1) year's service | 2 weeks (4%) |
| (b) | Five (5) year's service | 3 weeks (6%) |
| (c) | Seven (7) year's service | 4 weeks (8%) |

19:02 Employees shall be granted vacation with preference in accordance with seniority, unless mutually agreed.

19:03 Schedules of annual vacation shall be posted by April 15th of each year asking employees to apply for desired vacation periods. Employees shall indicate their preference for vacation time by April 30th. By May 15th of each year, the completed vacation list will be posted, showing the allotted vacation periods. Such list may only be changed by mutual agreement.

Where vacation dates conflict, seniority shall prevail.

19:04 Employees who have not acquired one year of service shall receive pro-rated vacation pay and leave. Casual employees will receive vacation and vacation entitlement on a pro-rata basis.

19:05 Carry Forward of Vacation

Employees may carry forward to another year any or all of vacation leave entitlement to a maximum of one year's entitlement.

19:06 (a) Each vacation year, the employee shall have the option of having her vacation pay included on her regular bi-weekly pay cheque or banking these amounts to be paid out during a subsequent unpaid vacation leave. Employees who elect to bank their vacation pay in any vacation year must inform the Employer of this election no later than December 15th of the previous year. This election, once made, cannot be changed within the vacation year.

(b) Banked vacation pay will be paid by separate cheque at the commencement of the employee's scheduled vacation leave, provided that the employee requests such payment at least fourteen (14) days in advance of the scheduled leave. Any vacation pay that is not paid out during the vacation year in which it is earned, may be carried forward to the following vacation year to a maximum of one (1) year's entitlement. Any vacation entitlement which cannot be carried forward will be paid out at the end of the vacation year.

ARTICLE 20 SICK LEAVE

20:01 (a) Employees are entitled to six (6) paid sick leave days per calendar year provided 20:05 is complied with.

Probationary employees hired after signing of this Agreement will not accrue sick leave benefits during their probationary period.

*(b) Employees may accrue sick days from one year to the next. The same is also subject to compliance with sub-paragraph 20:05 hereof.

(c) Upon retirement or upon termination, except for just cause, an employee shall be paid for fifty (50%) percent of his/her accrued

sick leave.

- 20:02 All employees shall be permitted to use sick leave days commencing on the first day of each illness, provided that he/she has completed their probationary period.
- 20:03 Sick leave for new employees shall be on a pro-rata basis in accordance with 20:01.
- 20:04 An employee shall give at least two (2) hours notice of illness prior to starting his/her shift.
- 20:05* An employee must provide a Doctor's certificate of illness for two (2) or more consecutive days of illness or upon request. Not a requirement to get a sick note if there is an outbreak in the home. (Example: Gastro).
- 20:06 A deduction from an employee's sick leave will be based on the hours absent because of illness.
- 20:07 Employees who do not have sick leave shall be placed on a leave of absence without pay for sick time, without loss of any seniority.
- 20:08 Injury on Duty
- An employee who is injured during working hours and is either required to leave for medical treatment or sent home because of such injury shall receive payment for the remainder of the employee's scheduled work day at his/her regular hourly rate. This shall also be reported to Workers' Compensation as per the Workers' Compensation Act.

ARTICLE 21 GENERAL LEAVE

21:01 Union Leave

- (a) Leave without pay without loss of benefits shall be provided to two (2) employees who are members of the Union's Negotiating Team. The Employer will continue the employee's pay as usual and the Union will reimburse the Employer its costs.
- (b) Union Officers shall be granted an unpaid leave of absence without loss benefits to attend Union functions provided they obtain permission from Management. The Employer will continue the employee's pay as usual and the Union will reimburse the

Employer its costs.

- (c) An employee who is elected or selected for a full time Union position shall be granted a leave of absence without pay or loss of benefits for a period of one (1) year. This leave shall be renewed each year upon written request.

21:02 Paid Bereavement Leave

An employee shall be entitled to bereavement leave with pay as follows:

In the case of the death of an employee's mother, father, brother, sister, child, spouse, legal guardian, common-law-spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew or near relative living in the same household, three (3) consecutive days. Three (3) days with pay.

21:03 Maternity/Paternity/Adoption Leave

- (a) The Employer agrees to grant a leave of absence without pay or loss of seniority for the purpose of Maternity/Paternity/Adoption leave to a maximum of fifty-two (52) weeks. The Employer may grant more leave if so required.
- (b) The employee shall resume his/her former position and salary with increases upon return from leave.
- (c) An employee may return to work after informing the Employer of his/her intention with two (2) weeks notice.
- (d) An employee may be awarded sick leave for illness associated with pregnancy prior to maternity leave.

21:04 Paid Jury, Court Witness or Jury Selection Leave

The Employer shall grant leave of absence without loss of pay, seniority or accumulated benefits to an employee who is summoned for jury service, or serves as a juror, or who is subpoenaed to attend upon a court as a witness in a court proceeding.

21:05 Special Unpaid Leave

An employee who has completed two (2) years service shall be granted

unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations. This leave may be extended based upon a request from the employee.

ARTICLE 22 HEALTH AND SAFETY

- 22:01
- (a) The Employer agrees to accept all relevant legislation as minimum acceptable standards and all employees shall be covered by the Workers' Compensation Act.
 - (b) The Employer agrees to accept all relevant legislation as a minimum acceptable standard and agrees to abide by the Province of Newfoundland and Labrador Occupational Health and Safety Act.
 - (c) The Employer agrees that all cleaning solutions will be identified in their proper containers as per the Occupational Health and Safety Act.
 - (d) The Employer agrees to pay the cost related to First Aid Programs and/or Training Programs attended by an employee. The employee shall not suffer any loss of wages or benefits to attend these programs.
 - (e) Employees who are required to do training on their time off shall be paid at the straight time rate and a minimum of three (3) hours pay for each session.

ARTICLE 23 JOB DESCRIPTIONS

- 23:01
- The Employer agrees to provide job descriptions for noted classifications in Schedule "A", sixty (60) days after the signing of this Collective Agreement. These job descriptions shall be approved by the Union and shall not be changed, deleted or amended without the agreement of the Union.

ARTICLE 24 PROTECTIVE CLOTHING

- 24:01
- (a) The Employer shall supply to each employee, at no cost to the

employee, three (3) smocks for the employee to wear at work in each year of this collective agreement. The employee shall be responsible for the care and maintenance of these items of clothing and shall wear them during work at all times. Replacements will be provided only if it is determined by management that replacement is warranted. The employees may continue to wear their present uniforms until they are worn out.

The Employer shall provide a jacket to each employee for work purposes. The Employer and the Union shall meet to decide on the type and style of smocks and jackets.

- (b) The Employer agrees to provide surgical gloves, respiratory mouth pieces, rubber gloves for cleaning, aprons and proper apparel for special cases at no cost to the employees.

ARTICLE 25 LIABILITY PROTECTION

25:01 Employees covered by this Agreement shall be covered by the Employer's general liability insurance in the performance of their assigned duties.

ARTICLE 26 EMPLOYEE BENEFITS

26:01 Insurance and Pensions

The Employer agrees to provide a Group Life and Extended Health Benefits Plan for all employees based on a cost shared plan of 50/50 for employees.

26:02 The Employer will be responsible for the fees related to letters of conduct required by the Employer after being hired.

ARTICLE 27 SUCCESSOR RIGHTS

27:01 The Employer agrees that should the Employer sell, leave or otherwise let the business change hands, then Section 93 of the Labour Relations Act shall apply, provided that no Arbitrator applying this Clause shall have any authority to make any award binding upon the current Business

Owner.

ARTICLE 28 AMENDMENT TO AGREEMENT

28:01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 29 DURATION

29:01* This Agreement shall be effective on the 17th day of October 2021 and shall remain in full force and effect up to and including the 16th day of October 2025 and from year to year thereafter, unless either party gives written notice to re-negotiate the Agreement, no less than sixty (60) days prior to the expiry date.

29:02 This agreement shall remain in full force and effect during negotiations for a revision or renewal of the terms of this agreement and until such time as it is replaced by a new collective agreement.

ARTICLE 30 NO STRIKE/LOCKOUT

30:01 The Employer agrees that there shall be no lockout during the term of this Agreement. Where it is alleged that this provision has been violated, the Union may file a grievance at Step 3 of Article 8:02.

30:02 The Union agrees that during the term of this Agreement there shall be no strikes, suspensions or slow-down of work, picketing of the premises by members of the Union or any other activity that may interference with the Employer's business. The Employer may file a grievance starting at Step 3 of Article 8:02 hereof if it believes that this provision has been breached.

30:03 A violation of Article 30:02 may constitute cause for discipline, which discipline may be the subject of a grievance filed at Step 2 of Article 8:02 hereof.

* SCHEDULE "A" - CLASSIFICATIONS & SALARIES

Salary Implementation Formula

October 17, 2021	1.5%
October 17, 2022	1.5%
October 17, 2023	1.5%
October 17, 2024	1.5%

Each Step is equivalent to one (1) working year.

Effective October 17, 2021, the salary will be calculated using the following formula in each Classification:

- Step 1 - Zero up to one year of service salary will be \$2.00 less per hour
- Step 2 - One up to two years of service will be \$1.33 less per hour
- Step 3 - Two up to three years of service will be \$0.66 less per hour
- Step 4 - At three years of service salary will top out

Effective October 17, 2021

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Recreation Director	\$18.28	\$18.95	\$19.62	\$20.29
Chef	\$16.95	\$17.62	\$18.29	\$18.96
Recreation & Chef Assistant	\$15.82	\$16.49	\$17.16	\$17.83
Personal Care Attendant	\$15.82	\$16.49	\$17.16	\$17.83

Effective October 17, 2022

<u>Classification</u>	<u>SStep 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Recreation Director	\$18.59	\$19.26	\$19.93	\$20.59
Chef	\$17.24	\$17.91	\$18.58	\$19.24
Recreation & Chef Assistant	\$16.10	\$16.77	\$17.44	\$18.10
Personal Care Attendant	\$16.10	\$16.77	\$17.44	\$18.10

Effective October 17, 2023

<u>Classification</u>	<u>SStep 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Recreation Director	\$18.90	\$19.57	\$20.24	\$20.90
Chef	\$17.53	\$18.20	\$18.87	\$19.53
Recreation & Chef Assistant	\$16.37	\$17.04	\$17.71	\$18.37
Personal Care Attendant	\$16.37	\$17.04	\$17.71	\$18.37

Effective October 17, 2024

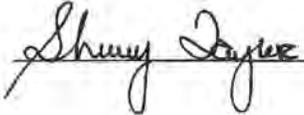
<u>Classification</u>	<u>SStep 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Recreation Director	\$19.21	\$19.88	\$20.55	\$21.21
Chef	\$17.82	\$18.49	\$19.16	\$19.82
Recreation & Chef Assistant	\$16.65	\$17.32	\$17.99	\$18.65
Personal Care Attendant	\$16.65	\$17.32	\$17.99	\$18.65

LETTER OF UNDERSTANDING

Meal Costs for Employees:

During the life of this Collective Agreement, employees who wish to avail of meals with the Employer may do so at a cost of three dollars (\$3.00) per meal. Such meals shall be supplied only in the case where there is more than sufficient food prepared for residents.

Signed by the Employer:

 _____

Nov 10, 2021
Date

Signed by the Union:

 _____

Nov 08/2021
Date

*

LETTER OF UNDERSTANDING

Vacation Schedule:

This will confirm our understanding during negotiations that a committee will be struck with equal representation from Union and Management to discuss the implementation of a vacation schedule. The committee will discuss parameters around annual vacation and also discuss the challenges around the Christmas schedule and summer leave. Union members will be selected by the Local.

Signed by the Employer:

Shuyi Jayloe

Nov 10, 2021
Date

Signed by the Union:

Alan Pans

Nov 08, 2021
Date

SIGNED this 10th day of November, 2021

IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

ON BEHALF OF THE MOUNTAIN VIEW RETIREMENT CENTRE:

Sherry Taylor

John Archer
WITNESS

ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

[Signature]

[Signature]

Salvina Warren

Hayle Skinner

John Archer
WITNESS