



COLLECTIVE AGREEMENT

between

**MOONLIGHT LIMITED PARTNERSHIP
(Bay Roberts Retirement Centre)**

and

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

(Expires March 31, 2026)

THIS AGREEMENT made the 31st day of March Anno Domini,
Two Thousand and Twenty Three;

BETWEEN

**MOONLIGHT LIMITED PARTNERSHIP
(Bay Roberts Retirement Centre)**

of the one part;

AND

**THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE
EMPLOYEES**, a body corporate organized and existing under the laws of the Province
of Newfoundland and having its registered office in the City of St. John's aforesaid
(hereinafter called the "Union");

of the other part;

THIS AGREEMENT WITNESSETH that for and in consideration of the premises and
covenants, conditions, stipulations, and provisos herein contained, the parties hereto
agree as follows:

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Purpose	4
2	Recognition	4
3	Management Rights	5
4	Interpretation and Definitions.....	5
5	Union Security	7
6	No Discrimination	8
7	Sexual and Personal Harassment	8
8	Grievance Procedure	8
9	Arbitration	10
10	Probation, Discipline and Personnel Files	10
11	Labour Management/Occupational Health and Safety Committee.....	11
12	Seniority	12
13	Promotions and Staff Changes.....	14
14	Hours of Work	16
15	Overtime.....	17
16	Payment of Wages and Allowances	18
17	Holidays.....	19
18	Vacation with Pay	20
19	Sick Leave.....	21
20	General Leave.....	22
21	Health and Safety	25
22	Protective Clothing	25
23	Liability Protection	25
24	Successor Rights	25
25	Amendment to Agreement.....	26
26	Duration.....	26
	Schedule A - Classification and Wages.....	27
	Letter of Understanding – Health Insurance Benefits	28

ARTICLE 1 PURPOSE

1:01 The purpose of this Agreement is to foster and maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union and to set forth certain terms and conditions of employment. All parties will endeavour to work collaboratively to ensure the best possible care for the residents of the facility.

ARTICLE 2 RECOGNITION

2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Moonlight Limited Partnership (Bay Roberts Retirement Centre) as listed in Schedule "A" of this Agreement.

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. Work performed by management, volunteers, and residents' family members will continue as per past practice, provided it does not affect bargaining unit employees.

2:04 No Other Agreements

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 Gender and Singular and Plural

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 Conflict with Policy

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, except as may be expressly and specifically abridged or modified by the provisions of this Agreement, the Employer reserves and retains all rights, power and authority to conduct its business efficiently, manage its operations and direct its employees in all respects.

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 their 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 their 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 Moonlight Limited Partnership (Bay Roberts Retirement Centre) in Bay Roberts, 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, delivered by registered mail or electronic mail.
- (m) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- (n) "Promotion" means an action which causes the movement of an employee from their classification to a classification with a higher pay rate.
- (o) "Schedule" means in writing and posted in an accessible place to all employees.
- (p) "Shift" means the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period.
- (q) "Temporary Employee" means a person who is employed for a specific period for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.
- (r) "Union" means the Newfoundland and Labrador Association of Public and Private Employees.

- (s) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (t) "Year" means the calendar year.
- (u) "Year of Service" will range from 1911 hours to 2047.5 hours of work.

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 by one monthly cheque within a reasonable time after the end of the month in which the deductions were made. The cheque shall be accompanied by a list which shows the employees full name, Social Insurance Number, classification and the amount deducted on the employee's behalf. This list shall also include any additions and deletions that occurred in the previous month.
- 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 their 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 bulletin board will be in the Medication Room. 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, or otherwise by any grounds prohibited under the *Human Rights Code of Newfoundland and Labrador*. It is further agreed that the Employer will not discriminate against any employee's membership or activity in the Union.

ARTICLE 7 SEXUAL AND PERSONAL HARASSMENT

7:01 The Employer and the Union recognize the right of employees to work in an environment free from sexual or personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual or personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that such harassment ceases. The victim shall be protected from repercussions which may result from their complaint.

The Employer agrees that it will take appropriate steps to deal with an employee who is alleged to have made a false accusation of harassment or abuse against another employee (including non-bargaining unit employees). The Union agrees that it will give all reasonable cooperation with an investigation where the complaint is made against a member of the bargaining unit.

ARTICLE 8 GRIEVANCE PROCEDURE

8:01 The Union shall notify the Employer in writing of the name of each shop steward before the Employer shall be required to recognize them.

8:02 Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer and during the arbitration process.

8:03 It is agreed that Shop Stewards will not absent themselves from their work for the purpose of handling grievances without first obtaining permission of

the Employer or their representative and permission shall not be unreasonably denied.

8:04 Settling of Grievances

An earnest effort shall be made by the Employer and employee to settle complaints/grievances fairly and promptly. Should the employee consider the complaint justified the complaint will move to step one of the grievance procedure.

Step 1

The grievor shall, within ten (10) days after becoming aware of the occurrence of the grievance, submit their grievance to the Shop Steward, who shall submit the grievance to the Manager in writing within that time period. The manager shall respond within ten (10) days of receiving the grievance.

Step 2

Failing settlement at step 1, the grievance shall be presented to the owner/operator or designate within ten (10) days, or after the receipt of the decision in step 1. A committee meeting will take place between the owner/operator or designate and the employee and shop steward to discuss the grievance. Failing a settlement, the owner/operator or designate shall deliver a written decision within ten (10) days of the meeting.

Step 3

Failing settlement at Step 2, either party may refer the dispute to arbitration or mediation within fifteen (15) calendar days of the Employers decision at Step 2.

8:05 The employee may be represented by a full-time representative of the Union at any formal step of the Grievance Procedure.

8:06 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure.

8:07 The time limits specified in this Article may be extended in writing by mutual agreement of both parties.

8:08 No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a 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 2 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 their own procedure but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator 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 that they deem 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.
- 9:08 If agreed by the parties, alternate dispute resolution mechanisms may be utilized as a substitute. Both parties retain access to the complete arbitration process as described in Article 9.

ARTICLE 10 PROBATION, DISCIPLINE AND PERSONNEL FILES

10:01 (a) Probationary Period

The probationary period shall be four hundred and eighty (480) working hours 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.

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 they have a 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 ten (10) days of the incident or when Management first becomes aware 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. Extension of time limits may be mutually agreed upon.

10:04 Personnel Files

- (a) Upon request and after giving reasonable notice, an employee shall be allowed to inspect their 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 eighteen (18) months following the receipt of such discipline, provided there was no reoccurrence of a similar incident during that period. It shall be the responsibility of the employee to see that the documents are removed.
- (c) A copy of any document placed on an employee's official personnel file which might at any time be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received same document by signing the file copy.

ARTICLE 11 LABOUR MANAGEMENT/OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

11:01 It is agreed that a committee comprised of one (1) Union representatives and one (1) 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 sixty (60) 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. Employees with the same accumulation of hours, their ranking shall be determined by a draw supervised by a manager and a member from the local executive.

12:02 Seniority List

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, hours worked, and classification for each employee. Employees may challenge the accuracy of the seniority list within thirty (30) calendar days of posting.

12:03

Loss of Seniority

An employee shall lose all seniority and service, and be considered terminated, if they:

- (i) are 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 Seven (7) days;
- (iii) are absent from work in excess of three (3) working days and has not notified the Employer;
- (iv) fail 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) are laid off in excess of twelve (12) months;
- (vi) are off work due to illness in excess of twenty-four (24) months with no expected date of return.

12:04

(a) Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent.

(b) Leave for Work Outside the Bargaining Unit

The Employer may, at its sole discretion, offer temporary employment outside the bargaining unit to members of the bargaining unit. Such employees shall be entitled to a maximum of twelve (12) months unpaid leave for the purposes of accepting work outside the bargaining unit as offered by the Employer.

- (i) An employee who takes leave to accept work outside the bargaining unit shall not be subject to any benefits of this agreement during this period, save and except seniority. Seniority shall accrue at a rate equivalent to the period of time on leave. For example, if the employee is on leave for six (6) months, they shall accrue the equivalent of six (6) month's seniority.

- (ii) Employees may return to their regular bargaining unit position subject to giving the Employer two (2) week's notice, in writing.
- (ii) Employees shall continue to pay dues.
- (iv) Employees shall not have access to the grievance procedure.

ARTICLE 13 PROMOTIONS AND STAFF CHANGES

13:01 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 Employers premises, as well as, via email to all employees, where possible, for a period of not less than five (5) days. The Employer retains the right to fill any position immediately in an emergency.

Job postings shall contain: (1) job title; (2) qualifications; (3) wage or salary rate or range. Qualifications for a position will be established by the employer and shall not be established in an arbitrary or discriminatory manner.

13:02 Procedure for Filling Vacancies

- (a) No position shall be filled from outside the Bargaining Unit until all applications of present employees have been fully processed. Employees shall only apply on positions outside of their classification except in situations of status (ie, part time to full time).
- (b) Positions expected to exceed ten (10) 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 applicants' qualifications meet the required standards for the new position.

13:04 Trial Period

The successful applicant shall be placed on trial for a period of sixty (60) days after which the Employer shall confirm the employee's appointment. If the employees proves unsatisfactory or the employee is not satisfied in

the position, they shall be returned to their former position. Any other employees shall also be returned to their former position. The employee may revert to their former position through mutual agreement with the Employer. The parties may mutually agree to extend the time limits for the trial period. In a case where an employee is not satisfied in the position, they may be returned to their former position once coverage is established.

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 they would have earned during the notice period.
- (d) It is the employees responsibility to keep the Employer informed of their 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 temporary employee and then to the most junior employees provided those remaining are qualified and able to complete the required work.

13:07

No New Employees

No new employees shall be hired until employees who are on layoff status or under notice of layoff, have been given an opportunity of recall or reassignment, provided that employees on layoff status or notice of layoff have sufficient qualifications to perform the work.

ARTICLE 14 HOURS OF WORK

- 14:01 (a) (i) The normal daily hours of work shall range from eight (8) to twelve (12) hours of work per day inclusive of meal breaks for full time employees.
- (ii) The hours set forth in this agreement do not constitute a guarantee of hours of work per day or per week. As per Article 3 of this agreement it is the exclusive right of management to alter or change the hours of work as it deems necessary and establish schedules which most efficiently meet the needs of its residents.
- (b) The normal bi-weekly hours of work shall range from seventy-three point five (73.5) to eighty-four (84) hours inclusive of meal breaks for all full-time employees.
- (c) Employees shall not be scheduled for less than three (3) hours in any shift.
- (d) The Employer may change the hours of work as per article 14, Clause 14:01 (a) from twelve (12) hour shifts to eight (8) hour shifts with a thirty (30) day notice to the union before implementation.

14:02 Working Schedule

- (a) The Employer shall post a two (2) week schedule for each employee, showing the shifts and days off work.
- (b) The employer recognizes the disruption caused by split shifts. However, if the need arises to implement split shifts, the employer will discuss with the union prior to implementing the split shifts.
- (c) Upon request by an employee, employees may be permitted to change shifts with another employee provided that such change is approved, in advance, by the manager, and the shift change occurs within the same pay period. Such a change will not be subject to overtime.
- (d) Employees shall be scheduled with two (2) consecutive days off, except where mutually agreed.
- (e) The Employer will endeavour to schedule every second weekend off. Employees shall receive a minimum of every third weekend off, unless mutually agreed. A weekend shall be a period including Saturday and Sunday.

- (f) Employees shall not be required to work more than three (3) consecutive twelve (12) hour workdays unless mutually agreed by the employee and Employer.

14:03 Rest Periods

Eight to Twelve Hour Shifts

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.

14:04 Meal Periods

(a) Eight Hour Shift

An employee working approximately eight (8) hours shall be permitted one consecutive thirty (30) minute unpaid meal period.

(b) Shifts greater than 8 Hour

An employee working greater than eight (8) hours shall be permitted one consecutive forty-five (45) minute unpaid meal period.

14:05 Rest Between Shifts

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

14:06 Shift Rotation

Where a rotation of shift is involved, the shifts shall be allocated in an equitable manner.

ARTICLE 15 OVERTIME

- 15:01 (a) All time worked by an employee in excess of forty (40) hours per week, or any time in excess of their regularly scheduled shift, shall be considered overtime. In situations where the minimum overtime rate, as per Labour Standards, exceeds the regular hourly rate of the employee, the employee shall be paid at the higher rate for any hours worked in excess of forty (40) hours per week.
- (b) All overtime is subject to the prior approval of the Employer and shall be calculated in fifteen (15) minute units.

15:02 Overtime Rate

All overtime hours worked shall be compensated at the rate of one and one-half (1 1/2) times the employees regular rate of pay with the exception stipulated in Article 15.01 (a).

15:03 Distribution of Overtime

- (a) Subject to Clause 15.03 (b) and 15.04, overtime shall be shared as equally as possible among employees who are qualified to perform such work.
- (b) The Employer shall develop and maintain a listing of employees from the bargaining unit who wish to be considered for overtime. Only the employees on this list will be contacted for available overtime hours. Subject to 15:04, an employee may request to have their name either added or removed from the list at any time; this request shall not be unreasonably denied.
- (c) Employees who request to have their name on the list but who fail to answer or respond to the employer, on at least three (3) occasions, shall have their name removed from the list for a period of three (3) months.

15:04 Optional Overtime

Overtime is optional and voluntary except in emergency circumstances.

15:05 Double Shift

No employee shall be required to work a double shift without their consent unless in the case of an emergency.

15:06 Call Back

An employee who is called back to work outside their 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 their regular working hours shall be paid straight time for each hour they are in attendance as the employer requires.

ARTICLE 16 PAYMENT OF WAGES AND ALLOWANCES

16:01 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.

16:02 Part-time and temporary employees shall receive wages and all benefits under this Agreement on a prorated basis.

16:03 Cheques will be payable bi-weekly.

16:04 Pay for Temporary Transfer

- (a) When an employee is assigned to a higher paid position, they shall be paid at the higher rate for all hours worked in that position.
- (b) When an employee is assigned to a lower paid position, their rate of pay shall not be reduced.

ARTICLE 17 HOLIDAYS

17:01 (a) Paid Holidays

The following paid holidays shall be provided:

- (i) New Year's Day
- (ii) Good Friday
- (iii) Victoria Day
- (iv) Memorial Day
- (v) Labour Day
- (vi) Armistice Day
- (vii) Christmas Day

- (b) Where an employee works on a paid holiday identified in Clause 17:01 (a), they are entitled to receive wages at twice their regular rate for the hours worked on the holiday.
- (c) An employee who does not work on a paid holiday identified in Clause 17:01 (a) and has been employed by the Employer for at least thirty (30) days prior to the paid holiday and provided they work the scheduled shift prior to and after the paid holiday shall receive a prorated days pay based on the average hours worked per day in the past two (2) pay periods immediately preceding the holiday. This shall be calculated by dividing the number of hours worked in the past two (2) pay periods (28 days) by twenty (20).
- (d) If an employee works less hours on the paid holiday than they would normally work, the Employer will pay the employee at their regular rate of pay for the actual hours worked plus a regular days pay as calculated in 17:01 (c).

17:02 Christmas and New Year's

Christmas and New Year's will be scheduled off on an equal basis from year to year, unless otherwise mutually agreed.

ARTICLE 18 VACATION WITH PAY

18:01 The Employer agrees to pay vacation as follows:

After Completing:

- | | | |
|-----|----------------------------|--------------|
| (a) | One (1) years service | 2 weeks (4%) |
| (b) | Seven (7) years service | 3 weeks (6%) |
| (c) | Fifteen (15) years service | 4 weeks (8%) |

18:02 Employees shall be granted vacation with preference in accordance with seniority, unless mutually agreed. Vacation leave is to be used for vacation leave only.

18:03 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.

18:04 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.

18:05 Carry Forward of Vacation

Employees may carry forward to another year a maximum of five (5) days of annual leave not taken by them in the previous year. Upon request, employees who cannot take their vacation shall be paid for their vacation days. If the employee does not notify the employer by the first pay period in December, the employer will automatically carry over five (5) days and pay out the remaining balance.

18:06 Each vacation year, the employee shall have the option of having their vacation pay included on her regular bi-weekly pay cheque or accruing these amounts to be paid out during a subsequent vacation leave.

ARTICLE 19 SICK LEAVE

- 19:01 Employees will be paid three (3) sick leave days per calendar year and have the ability to carry over one (1) year allotment or will be paid fifty percent (50%) of any unused sick leave at the end of the calendar year, at the employees option. Accumulation of sick leave will begin upon completion of an employee's probationary period subject to clause 10.01(a).
- 19:02 All employees shall be permitted to use sick leave days commencing on the first day of each illness, providing they have accumulated the time. Sick leave is required to be used prior to an employee being issued a Record of Employment for sick/injury leave.
- 19:03 Sick leave for new employees shall be on a pro-rata basis in accordance with 19:01.
- 19:04 An employee shall give at least four (4) hours' notice, where possible, of illness prior to starting their shift. The employee shall inform their immediate supervisor of their inability to report to work because of illness or injury. Failure to provide notice to management will result in the employee not being entitled to paid sick leave.
- 19:05 In order to receive paid sick leave for all sick leave absences affecting work on two (2) consecutive days, employees shall be required to provide a medical certificate from a health care provider. The medical certificate must be satisfactory to the employer. In cases of suspected abuse shown by a pattern of sickness, the employer reserves the right to request a medical certificate for any period of illness.
- 19:06 Employees who do not have sick leave shall be placed on a leave of absence without pay for sick time, without loss of any benefits, providing they provide appropriate medical documentation to the employer.
- 19:07 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 employees scheduled work day at their regular hourly rate. This shall also be reported to Workers Compensation as per the Workers Compensation Act.

ARTICLE 20 GENERAL LEAVE

20:01 Union Leave

- (a) Leave with pay shall be provided to two (2) employees who are members of the Unions Negotiating Team. The Employer will continue the employees pay and the Union will reimburse the Employers costs upon receipt of billing.
- (b) Union Officers shall be granted unpaid leave of absence to attend Union functions provided they obtain permission from Management.
- (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, not to exceed a total of 24 months.

20:02 Paid Bereavement Leave

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

- (a) All employees employed for thirty (30) days or more shall be entitled to three (3) consecutive days immediately following the date of death. Two (2) paid days and one (1) unpaid day for an immediate family member.

Immediate family is defined as the employee's mother, father, brother, sister, child, spouse, common-law spouse, grandparent, grandchild, stepfather, stepmother and stepchild.

- (c) In the case of the death of an employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law one (1) day without pay.

20:03 Maternity/Paternity/Adoption Leave

- (a) Maternity and Parental Leave will be granted in accordance with the *Labour Standards Act* unless otherwise amended herein.
- (b) An employee who is pregnant shall be entitled, upon application, to maternity leave without pay to commence not earlier than seventeen (17) weeks prior to the expected date of birth. The employee shall give the Employer at least two (2) weeks' notice of the date the leave is to begin and shall provide a medical certificate from a medical practitioner stating the estimated date of birth.

- (c) An employee who is the parent of a child shall be entitled, upon application to;
 - (i) Parental leave without pay to commence no more than thirty-five (35) weeks after the day the child is born or comes into the care and custody of the parent for the first time. The employee shall give the Employer at least two (2) weeks' notice of the date the leave is to begin.
 - (ii) Extended Parental Leave without pay to commence no more than sixty-one (61) weeks after the day the child is born or comes into the care and custody of the parent for the first time. The Employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- (d) The maximum leave allowed under this clause shall be seventeen (17) weeks for maternity leave and either thirty-five (35) weeks for normal parental leave or sixty-one (61) weeks for extended parental leave. The combined leave shall either be fifty-two (52) weeks or seventy-eight (78) weeks in total.
- (e) The employee shall give at least four (4) weeks' notice of their intention to return to work and, in the case of maternity leave, shall provide a satisfactory certificate of fitness from a medical practitioner.
- (f) Upon return from maternity or parental leave, the employee shall resume their former duties at their former position but not necessarily the same case, subject to the availability of work.
- (g) Subject to Clause 19.01, an employee who, before commencing maternity leave, becomes ill as a result of or relating to their pregnancy shall be entitled to sick leave upon production of medical certification satisfactory to the Employer.
- (h) While on maternity or parental leave, employees shall not earn any benefits of this Agreement, except seniority, and years of service for the purpose of calculation of vacation time as per Clause 18.01.
- (i) An employee on maternity or parental leave shall be considered for any vacancies for which they have applied in accordance with the provisions of Article 13. If the employee is successful, their trial period shall start upon their return to work.

20.04 Adoption Leave

- (a) In accordance with the *Labour Standards Act*, an employee who legally adopts a child shall be granted, upon application, Adoption Leave without pay for a maximum of seventeen (17) calendar weeks. Adoption Leave may be taken in conjunction with unpaid Parental Leave (61 weeks), for a combined maximum of seventy-eight (78) calendar weeks. Where possible, the employee shall give the Employer at least two (2) weeks written notice of the date the leave is to begin and shall provide proof of adoption
- (b) The employee shall give at least four (4) weeks' notice of their intention to return to work from adoption leave.
- (c) Upon return from adoption leave, the employee shall resume their former duties at their former position, subject to the availability of work, with no loss of seniority.
- (d) While on adoption leave, employees shall not earn any benefits of this Agreement, except seniority, and years of service for the purpose of calculation of vacation time as per Clause 18.01.
- (e) An employee on maternity or parental leave shall be considered for any vacancies for which they have applied in accordance with the provisions of Article 13. If the employee is successful, their trial period shall start upon their return to work.

20:05 Special Unpaid Leave

An employee who has completed five (5) years service shall be granted unpaid leave to a maximum of six (6) months, subject to the operational requirements of the Employers operations. Failure to return to work from leave will result in termination of employment, except when such failure is caused by sickness verified by a doctor, or for another reason acceptable to the Employer.

20:06 Emergency Leave

The Employer will assess, on an individual basis, leave without pay for immediate family emergencies.

ARTICLE 21 HEALTH AND SAFETY

- 21:01
- (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, that is required by the Employer, and upon completion of one (1) year of service. The employee shall not suffer any loss of wages or benefits to attend these programs.

ARTICLE 22 PROTECTIVE CLOTHING

- 22:01
- (a) The Employer agrees to pay a clothing allowance in the amount of sixty (60) dollars to each employee per year after One (1) year of service is completed on the second pay period of January each year.
 - (b) The Employer agrees that whatever equipment or apparel is required to complete a task will be provided at no cost to the employee.

ARTICLE 23 LIABILITY PROTECTION

- 23:01
- Employees covered by this Agreement shall be covered by the Employers general liability insurance in the performance of their assigned duties.

ARTICLE 24 SUCCESSOR RIGHTS

- 24:01
- 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 25 AMENDMENT TO AGREEMENT

25:01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 26 DURATION

26:01 This agreement shall be in full force and effect from the date of ratification/signing and shall remain in full force and effect up to and including March 31, 2026 and from year to year thereafter, unless either party gives written notice to renegotiate the Agreement, no less than sixty (60) days prior to the expiry date.

26:02 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.

SCHEDULE "A" - CLASSIFICATIONS AND SALARIES

Classification	April 1, 2023 7%	Oct. 1, 2023 2%	80% 3%	April 1, 2024 3%	80% 4%	April 1, 2025 3%	80% 4%
Cook	\$15.98	\$16.30		\$16.79		\$17.29	
Recreation	\$14.98	\$15.28		\$15.74		\$16.21	
PCA	\$14.98	\$15.28		\$15.74		\$16.21	

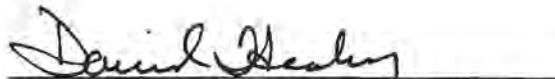
NOTE: *80% occupancy rate must be maintained for a period of two months in order for the increases to take place, once maintained, employees shall be paid the extra 1% retro back to the increase date.

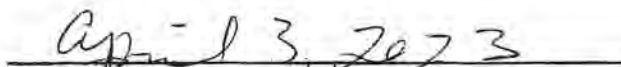
LETTER OF UNDERSTANDING

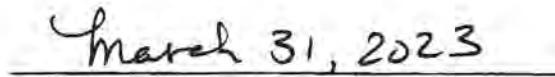
HEALTH INSURANCE BENEFITS

The Employer agrees to continue their participation in the Health and Insurance Benefits Program. This shall continue without any changes to what employees are currently receiving.


Signed on behalf of Bay Roberts Retirement
Centre


Signed on behalf of the Newfoundland &
Labrador Association of Public and Private
Employees


Date



Date

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 31st DAY OF March, 2023.

SIGNED ON BEHALF OF MOONLIGHT LIMITED PARTNERSHIP (Bay Roberts Retirement Centre)

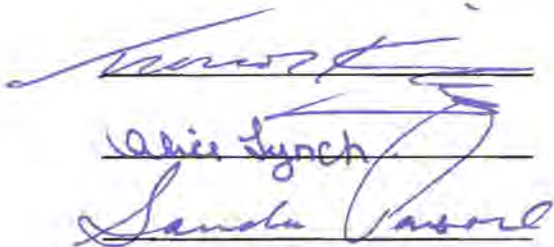


A handwritten signature in blue ink, appearing to read "Gordon King", written over a horizontal line.

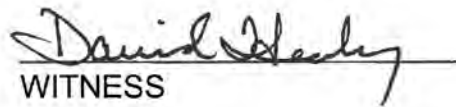


A handwritten signature in blue ink, written over a horizontal line. Below the signature, the word "WITNESS" is printed in black capital letters.

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



Two handwritten signatures in blue ink, one above the other, both written over horizontal lines. The top signature appears to read "Annie Lynch" and the bottom one "Sandra Casore".



A handwritten signature in blue ink, written over a horizontal line. Below the signature, the word "WITNESS" is printed in black capital letters.