



COLLECTIVE AGREEMENT

Between

MOUNTAIN VIEW RETIREMENT CENTRE

And

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

(Expires: October 16, 2030)

THIS AGREEMENT made this 7th day of December, Anno Domini, Two Thousand and Twenty-Five;

BETWEEN:

MOUNTAIN VIEW LP

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 Labrador 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:

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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 the Employer, Mountain View LP, for classifications listed in Schedule "A".

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. The Union and the Employer agree to incorporate gender-inclusive language throughout this Agreement. This may change the grammar associated with the Clause but not the intent of the language.

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.

2:07 * Shop Steward

- (a) In the interest of maintaining a harmonious relationship between the Mountain View Retirement Centre, its employees and the Union, both parties to this Agreement recognize the value and rights of the Shop Steward and Local President. By investigating complaints of an urgent nature, investigation, preparing and presenting grievances on behalf of employees, carrying out assigned safety committee responsibilities, and attending management meetings when requested, it is hoped that the Shop Steward will encourage and protect a proper Employer/employee relationship in the workplace. The Shop Steward shall have the permission of their immediate supervisor before leaving their work area to conduct Union business.
- (b) Employees shall have the right to have a Shop Steward present on all matters relating to Employer/employee relations.

2:08 * Union Access

- (a) Employees shall have the right at any time to have the assistance of a full-time representative of the Union on all matters relating to Employer/employee relationship. Union representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their Supervisor, and such permission will not be unreasonably withheld. Representatives of the Union will give prior notice to the Employer before accessing employees.
- (b) Permission to hold meetings on the premises shall, in each case, be obtained from the Employer and such meetings shall not interfere with the operations of the Employer.

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 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, who is either completing their probationary period or employed in one of the following categories:
 - (i) "Full-time Employee" means an employee who is regularly scheduled to work the standard bi-weekly hours established by the Employer for their position.
 - (ii) "Part-time Employee" means an employee who is regularly scheduled to work fewer hours than a full-time employee.
 - (iii) "Casual Employee" means an employee who works on an irregular or as needed basis with no guarantee of hours and no ongoing regular schedule.
- * (g) "Employer" means Mountain View 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 their bi-weekly hours of work.
- (n) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- * (o) "Probationary Period" means a period of nine-hundred and sixty (960) hours from the date of hire.
- (p) "Promotion" means an action which causes the movement of an employee from their 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 due's 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 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 thirty (30) 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 their membership or activity in the Union.

ARTICLE 7 NO HARASSMENT

7:01 The Employer and the Union recognize 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 they have 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 Environment, Conservation and Climate Change, Labour Relations Division 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 shall be represented by a recognized Shop Steward or 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 responsible for 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. They 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 Arbitrator 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 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 * Conflict of Interest

No person:

(a) who has any pecuniary interest in the matters referred to the Arbitration Board; or

- (b) who is acting or has within a period of six (6) months preceding the date of their appointment acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties;

shall be appointed to act as Arbitrator.

ARTICLE 10 PROBATION, DISCIPLINE AND PERSONNEL FILES

10:01 * (a) Probationary Period

The probationary period shall be as per Article 4:01(o) 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 they have 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. 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.

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 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 and signed by the employee, with any confidential information redacted at the time it was placed on the employee's personnel file.

ARTICLE 11 LABOUR MANGEMENT/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

Subject to 12:03, seniority for all employees shall be determined as follows:

- (i) An employee hired before the signing date of this Agreement, shall be based on their last date of hire. Where two (2) or more employees started work the same day, seniority will be determined based on the hours worked.
- (ii) An employee hired after the signing of this Agreement shall be based on the number of hours worked with the Employer.

12:02 * Seniority Lists

- (a) The Employer shall maintain seniority lists for all employees. Up-to-date seniority lists shall be sent to the Union and posted in the worksite in January of each year. The seniority lists for all employees, subject to Article 12:03, shall show:
 - (i) As per 12:01(i), date of hire and classification for each employee.
 - (ii) As per 12:01(ii), date of hire, classification, and number of hours worked for each employee.
- (b) 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 they:

- (i) are discharged for just cause and are not reinstated by an Arbitrator or under the Grievance Procedure;
- (ii) resign in writing and are not re-employed within thirty (30) days;
- (iii) are absent from work in excess of three (3) working days and have 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 sixteen (16) months.

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 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 applications 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 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 thirty (30) days after which the Employer shall confirm the employee's appointment. If the employee 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.

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.

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.

13:07 * Notification of Successful Applicant

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to the Local President.

13:08 * Accommodation Process

All employees shall be entitled to avail themselves of the workplace accommodation process as per the Workers Compensation Legislation, Occupational Health and Safety Act of NL, the Human Rights Act, and any other relevant legislation.

The employer shall accommodate all employees to the point of undue hardship as per Human rights legislation.

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 seventy-five (75) 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 is 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 two (2) times their 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 mealtime hours. However, paid meal periods shall not be used for the calculation of overtime.
- * (ii) An employee shall be permitted one (1) thirty (30) minute unpaid meal period in an eight (8) hour shift.
- (iii) Employees on day shift shall be allowed to leave the Employer's premises during their meal period, if possible.
- (iv) Employees required to work their meal period shall be paid at the overtime rate.
- * (v) Meals are not provided by the Employer. Only in a case where there is more than sufficient food prepared for the residents will meals be made available for purchase by employees for three dollars (\$3.00).

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 * Overtime shall be paid for hours worked in excess of an employee's normal daily hours or in excess of an employee's regular scheduled bi-weekly hours, exclusive of meal periods, as per Article 14:01(b).

Part-time and Casual employees will be offered, on a voluntary basis, additional hours to their regular schedule at straight time up to based on seniority as per Article 15:03.

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 callback 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 Callback

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, however they shall be paid a minimum of three (3) hours if they are 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 their 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 hour's 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 * Direct deposit will be payable on every second Thursday

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) Commonwealth Day
- (iv) Memorial Day
- (v) Labour Day
- (vi) National Day of Truth and Reconciliation
- (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 they may elect to take time off at the overtime rate.

18:03 * Compensation for Holiday on Scheduled Day Off

In addition to the holiday pay as outlined in Clause 18:01 an employee shall be paid double their regular wages for hours worked on the holiday. This applies to call-in for coverage only, and not to those who voluntarily change their schedule.

18:04 Christmas and New Years

Christmas and New Years will be scheduled off on an 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%)
(d) Twelve (12) year's service	5 weeks (10%)

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 (1) 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 direct deposit on the next scheduled pay period, 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 paid sick leave as follows:

- (i) Employees who have accrued nineteen hundred and twenty (1920) hours of service will be entitled to sixty-six (66) hours per calendar year.
- (ii) Employees who have accrued less than nineteen hundred and twenty (1920) hours of service will be entitled to forty-four (44) hours per calendar year.

Article 20:01 Clause (a)(i) and (a)(ii) are subject to compliance to Clause 20:05

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 their 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 they have 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 their 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 workday at their 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 * Pregnancy/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 employee 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 employee 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 be either 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) 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

- (a) An employee who has completed two (2) years of service may request an unpaid leave of absence for a period of up to twelve (12) months, at the sole discretion of the Employer. The employee shall submit a written request specifying the reason and proposed dates for the leave.
- (b) The Employer shall provide a written agreement to be signed by both parties.
- (c) The employee, while on this type of leave, shall not accrue any benefits of the Collective Agreement, except service for seniority, unless mutually agreed upon between both parties.
- (d) Any unpaid leave granted under this article may be extended beyond twelve (12) months up to maximum of twenty-four (24) months, provided the Employer and the employee agree to the extension in writing.

- (e) Employees must notify the Employer in writing at least four (4) weeks prior to the intended return date.
- (f) Upon return from the approved leave, the employee shall be reinstated to their former position or to a comparable position.

21:06 * Family/Home Responsibility Leave

- (a) An employee who is required to:
 - (i) Attend to the temporary care of a sick family member living in the same household.
 - (ii) Attend to the temporary care of the employee's sick mother, father or dependent child, not necessarily living in the same household.
 - (iii) Attend to the needs relating to the birth of an employee's child.
 - (iv) Accompany a dependent family member living in the same household on a dental or medical appointment.
 - (v) Attend meetings with school authorities.
 - (vi) Attend to the needs relating to the adoption of a child; and
 - (vii) Attend to the needs related to home and family emergencies.shall be awarded up to eleven (11) hours paid family leave in any fiscal year.
- (b) In order to qualify for family leave, the employee shall:
 - (i) Provide as much notice to the Employer as reasonably possible.
 - (ii) Provide the Employer valid reasons why such leave is required; and
 - (iii) Where appropriate, and in particular with respect to (ii), (iv) and (v) of Clause 21:06 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.

- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement or sick leave.

21:07 * Family Violence Leave

An employee shall be granted leave with pay, not exceeding two (2) days in the aggregate in a calendar year, where the employee or a person to whom the employee is a parent of caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

- (i) a person who is or has been a family member;
- (ii) a person who is or has been in an intimate relationship or who is living or has lived with the employee;
- (iii) a person who is the parent of a child with the employee; or
- (iv) a person who is or has been a caregiver to the employee.

Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation.

An employee who wishes to take a leave of absence under this Clause may be required to provide the Employer with reasonable verification of the necessity of the leave.

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 agrees to pay a clothing allowance in the amount of eighty (80) dollars to each employee per year after probationary period has been completed, paid annually on the first payroll in January.

The Employer shall provide (one (1) sweatshirt) over the life of the Agreement to employees who have completed their probationary period. Sweatshirts shall be provided one (1) time per year for new employees in October.

(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.

Employees who are on extended leave without pay shall have the option of health insurance continuance provided the employee pays the total monthly premium.

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 2025 and shall remain in full force and effect up to and including the 16th day of October 2030 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.

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, 2025	2%
October 17, 2026	2%
October 17, 2027	2%
October 17, 2028	2%
October 17, 2029	2%

Effective October 17, 2025.

<u>Classification</u>	Oct 17, 2025	Jan 1, 2026	Oct 17, 2026	Oct 17, 2027	Oct 17, 2028	Oct 17, 2029
Recreation Director	\$20.60	\$20.60	\$21.01	\$21.43	\$21.86	\$22.30
Recreation Assistant	\$18.00	\$18.00	\$18.36	\$18.73	\$19.10	\$19.48
Chef	\$20.42	\$20.42	\$20.83	\$21.25	\$21.68	\$22.11
Dietary Aide	\$18.00	\$18.00	\$18.36	\$18.73	\$19.10	\$19.48
Personal Care Attendant	See table below	\$19.45	\$19.84	\$20.24	\$20.64	\$21.05
UCP	\$21.88	\$21.88	\$22.32	\$22.77	\$23.23	\$23.69
Housekeeping/Laundry	\$17.29	\$17.29	\$17.64	\$17.99	\$18.35	\$18.72

Personal Care Attendant**Effective October 17, 2025, to December 31st, 2025:**

<u>Classification</u>	Step 1	Step 2	Step 3	Step 4
Personal Care Attendant	\$16.98	\$17.67	\$18.35	\$19.02

Wage adjustments are retroactive from the signing of this Agreement to October 17th, 2025. It is agreed that this payment satisfies all obligations for retroactive pay and that an employee's wage includes any non-statutory compensation.

Recognition bonus of two hundred dollars (\$200.00) to be paid to all Bargaining Unit employees at the time of signing of this Agreement.

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SCHEDULE "B"

Seniority List – December 8, 2025

NAME	ROLE	POSITION	HIRE DATE	RATE OF PAY
Randell, Pauline	PCA	On Leave	2012-04-17	\$18.65
Pitcher, Charmaine	Cook & PCA	Full-time	2015-01-09	\$18.65
Skinner, Kayla	PCA	Full-time	2016-09-26	\$18.65
Davis, June	Kitchen Help	Full-time	2017-05-23	\$18.65
Preston, Nicole	PCA	Full-time	2017-08-03	\$18.65
Costello, Sarah	PCA	Full-time	2018-02-06	\$18.65
Burggraaf, Terralynn	Kitchen Help	Full-time	2019-08-22	\$18.65
Butler, Jenetta	PCA	Full-time	2021-11-16	\$18.65
Loder, Kira	PCA	Full-time	2022-02-01	\$18.65
Escano, Francesca	PCA	Full-time	2022-04-17	\$17.99
Libres, Vivian	PCA	Full-time	2022-06-21	\$18.65
Monsalud, Joenald (John)	PCA & Kitchen Help	Full-time	2022-06-28	\$17.99
Catatbar, Worldfree	PCA	Full-time	2022-07-27	\$18.65
Murrin, Jessica	PCA	Full-time	2022-09-06	\$18.65
Mai, Thinh	Cook	Full-time	2022-10-27	\$19.82
Hutchings, Cindy	PCA	Casual	2023-02-27	\$17.99
Regencia, Sheryl	PCA	Full-time	2023-05-10	\$17.32
Braceros, Crislyn	PCA	On Leave	2023-05-10	\$17.32
Tulk, Jessica	PCA	Full-time/Ease back	2023-06-14	\$17.99
Loder, Kim	PCA	Full-time	2023-07-24	\$17.99
Farrell, Kevin	Recreation Director	Full-time	2023-07-27	\$20.55
Boateng, Ernest	PCA	Casual	2023-08-14	\$17.99
Anthony, Jessica	PCA	Full-time	2024-01-26	\$17.32
Murrin, Natasha	PCA	Full-time	2024-02-16	\$17.32
Aghempong, Regina	PCA	Full-time	2024-02-22	\$17.32
Kaur, Harpreet	PCA	Full-time	2024-03-14	\$17.32
Ibrahim, Fati	PCA	Full-time	2024-06-20	\$17.32
Aboagye, Hajira	PCA	Full-time	2024-06-25	\$17.32
Regencia, Shenelle	PCA	Full-time	2024-07-15	\$17.32
Tabiri, Gladys	PCA	Full-time	2024-11-20	\$17.32
Brafi, Vida	PCA	Casual	2025-01-06	\$16.65
Mangallman, Lorie	PCA	Full-time	2025-07-07	\$16.65
Yambot, Mary Ann	PCA	Full-time	2025-07-15	\$16.65
Baguang, Irene	PCA	Full-time	2025-08-01	\$16.65
Adu, Albertina	PCA	Casual	2025-09-05	\$16.65
Hann, Amanda	PCA	Casual	2025-09-08	\$16.65
Kolawole, Barakat BC	PCA	Casual	2025-09-25	\$16.65
Lagatdu, Hope	PCA	Casual	2025-10-31	\$16.65

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MEMORANDUM OF AGREEMENT

Minimum Wage Rates

The Union and the Employer agree that an employee occupying a position within the Bargaining Unit at date of signing this current Collective Agreement shall maintain their current hourly wage in the event the new hourly wage falls below their current rate. Under no circumstance shall an employee's pay be reduced because of changes to Schedule "A".

These employees shall continue to receive the negotiated annual increases as per terms outlined in Schedule "A".

Mike Powell

Signed on behalf of the Employer

Dec 12 2025

Date

[Handwritten Signature]

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

December 10th 2025

Date

*

MEMORANDUM OF AGREEMENT

Government Directive

THIS MEMORADUM OF AGREEMENT is made as of the 10th day of December 2025.

BETWEEN:

MOUNTAIN VIEW LP

(hereinafter referred to as the "Employer")

AND:

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES

(hereinafter referred to as the "Union")

WHEREAS compensation for the direct care support staff shall be subject to annual review with possible adjustment to reflect current and/or future directive from the Department of Health and Community Services. (hereinafter referred to as "Supplementary Agreement");

AND WHEREAS the Employer and the Union entered into a collective agreement made the 17th day of October 2025 (hereinafter referred to as the "Collective Agreement");

AND WHEREAS the Employer and the Union agree the following classifications, found in Schedule "A" of the signed Collective Agreement, have been identified as direct care support staff, Personal Care Attendant and UCP;

NOW THEREFORE IT IS AGREED THAT the hourly wage for employees covered under this agreement shall be adjusted as follows:

1. Effective October 17th, in each year of the Collective Agreement, the hourly wage increases (hereinafter referred to as "COLA") outlined in the Collective Agreement will be applied.
2. Upon receipt of Supplementary Agreement from Provincial Government, the Employer shall endeavour to review wages for employees covered under this agreement and shall provide an adjustment no later than December 31st of each year.
3. Any adjustment because of the Supplementary Agreement shall not be less than the COLA provided through Collective Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first before written:

Flavie Pilotte Menard

WITNESS

Mike Powell

MOUNTAIN VIEW LP

Sherry Brake

WITNESS

[Handwritten Signature]

NEWFOUNDLAND AND LABRADOR
ASSOCIATION OF PUBLIC AND
PRIVATE EMPLOYEES

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MEMORANDUM OF AGREEMENT

UCP Additional Time

THIS MEMORADUM OF AGREEMENT is made as of the 10th day of December 2025.

BETWEEN:

MOUNTAIN VIEW LP

(hereinafter referred to as the "Employer")

AND:

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES

(hereinafter referred to as the "Union")

WHEREAS the Employer and the Union mutually agree regarding additional fifteen (15) minutes work per shift for UCP employees (hereinafter referred to as "Employees") and the associated compensation;

NOW THEREFORE IT IS AGREED THAT the Employer and the Union agree to the following terms:

1. All Employees working twelve (12) hour shifts are required to work an additional fifteen (15) minutes per shift.
2. Employees on day shift will work the additional fifteen (15) minutes at the end of their scheduled twelve (12) hour shift.
3. Employees on night shift will work the additional fifteen (15) minutes at the end of their scheduled twelve (12) hour shift.
4. The additional fifteen (15) minutes worked per shift for each Employee will be compensated at their hourly rate of pay.
5. This additional time shall be part of the regularly scheduled work hours under this specific agreement and shall not trigger overtime provisions as defined in Article 15 of the collective agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first before written:

Flavie Pilotte Menard

WITNESS

Mike Powell

MOUNTAIN VIEW LP

Thomas Baker

WITNESS

Keith Wilson

NEWFOUNDLAND AND LABRADOR
ASSOCIATION OF PUBLIC AND
PRIVATE EMPLOYEES

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made as of the 17th day of February, 2026.

BETWEEN:

MOUNTAIN VIEW LP (Mountain View Retirement Centre)
(hereinafter referred to as the "Employer")

AND:

NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES
(hereinafter referred to as the "Union")

WHEREAS Article 28 of the Collective Agreement between the Employer and the Union signed December 10, 2025, provide for the Amendment by mutual consent of any provisions of the Agreement;

AND WHEREAS Article 18, Clause 18:03 of the Agreement establishes Compensation for Holiday on Scheduled Day Off.

NOW THEREFORE IT IS AGREED THAT in consideration of the respective terms and conditions in this Agreement; to clarify holiday compensation and premium pay requirements the following language will replace Clause 18:03:

ARTICLE 18 HOLIDAYS

18:03 Compensation for Holiday on Scheduled Day Off

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

In addition to the holiday pay as outlined in Clause 18:01 an employee shall be paid double their regular wages for hours worked on the holiday. This applied to call-in for coverage only, and not to those who voluntarily change their schedule.

This Memorandum shall remain in effect for the duration of the current agreement unless otherwise amended in writing by both parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first before written.

Mike Powell

**MOUNTAIN VIEW LP
(Mountain View Retirement Centre)**

Feb 17 2026

Date



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

Feb. 17, 2026

Date

SIGNED this 17th day of December, 2025.

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

SIGNED ON BEHALF OF MOUNTAIN VIEW LP:

Mike Powell

Director & President

Flavia Pilotte Menard

Witness

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

Jerry Earle

Jerry Earle - NAPE President

Henry Beake

Witness

[Signature]

[Signature]

Kayla Skinner