

COLLECTIVE AGREEMENT

BETWEEN

ROSEWAY MANOR INCORPORATED

and

CUPE, LOCAL 3099

(Expiry Date: October 31, 2023)

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ARTICLE 1 - PREAMBLE

1.01 It is the purpose of this Agreement to:

- (a) maintain and improve harmonious relations among the Employer, the Union and the employees in the bargaining unit;
- (b) encourage efficiency in operations; and
- (c) promote the morale and well-being of employees in the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that, subject to the terms of this Agreement, the Employer has the exclusive right to manage the affairs of the Manor and to direct the workforce so as to give the highest possible standard of service and care to the residents.

2.02 Without limiting the generality of the foregoing, the Employer has the right to:

- (a) maintain order, discipline and efficiency;
- (b) select, hire, transfer, promote, demote, classify, layoff, discipline, suspend or discharge any employee covered by this Agreement.

However, the Employer shall only demote, discipline, suspend or discharge if just cause exists. Any allegation that there was no just cause may be subject to a grievance as provided for herein.

2.03 The present and/or future practices or procedures of persons not covered by this Agreement relating to their performance of work similar to that done by employees in the Bargaining Unit shall not be affected by this Agreement.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees, Local 3099 as the sole and exclusive collective bargaining agent for a bargaining unit consisting of all fulltime and regular part-time employees of the Employer in Shelburne, Nova Scotia but excluding the Administrator, Administrative Assistant to Administrator, Director of Care, Resident Care Coordinator, Business Manager, Manager-Dietary Services, Environmental Manager, Director of Recreation and Volunteer Services, Registered Nurse Supervisors, LPN Supervisor(s), Supervisor of Maintenance, Registered Nurses, Office Employees, and those persons excluded by paragraphs (a) and (b) of subsection (2) of section 2 of the *Trade Union Act*. For purpose of clarification with respect to LPNs who work on a part-time basis as Supervisors with the balance of their time spent doing LPN

work, those persons will be included in the bargaining unit when they work as LPNs however will be outside the bargaining unit when they work as LPN Supervisors. However for purposes of seniority they shall be considered to be part of the bargaining unit.

3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

3.03 This Agreement applies to only full-time, regular part-time employees and term employees. It does not apply to casual employees, grant paid employees or students whether summer or otherwise. However, it is understood that the employment of grant paid employees or students will not result in job loss to employees in the bargaining unit.

3.04 Definitions

(a) A "Full-Time Employee" is one who is regularly scheduled to work on a full-time basis and who normally works an average of eighty (80) hours in a biweekly pay period and who has successfully completed the probationary period. This Collective Agreement is fully applicable to Full-Time Employees.

(b) A "Regular Part-Time Employee" is one who is employed on a continuing basis, but who is regularly scheduled to work less than the schedule of a Full-Time Employee and who has successfully completed the probationary period. This Collective Agreement is applicable to Regular Part-Time Employees on a pro-rata basis to paid hours.

(c) A casual employee means one who is employed on a part-time but non-regularly scheduled basis and who is not a member of the Bargaining Unit.

(d) A term employee is an employee who is employed:

(a) to fill in for a specific period of time for a full-time or regular part-time employee who has advised the Employer that **they** will be absent due to illness or some other reason for at least eight weeks; or

(b) to assume a position which is not intended to become a permanent position.

The Employer shall indicate on the posting the expected duration of the term, which may be extended or shortened as circumstances warrant.

When the term ends, the employee shall return to the status **they** previously held.

- (e) "Spouse" is defined as a person of the opposite or same sex who is legally married to the employee, or has continuously resided with the employee for not less than one full year having been represented as members of a conjugal relationship (common-law).

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination as prohibited by the Nova Scotia *Human Rights Act*, except where there is a *bona fide* occupational qualification.

ARTICLE 5 - UNION SECURITY AND ACTIVITIES

- 5.01 As a condition of employment, all employees who are now members of the Union shall remain members of the Union and after the date of signing of this Collective Agreement all new employees shall become members of the Union within the completion of one month's service.
- 5.02 It is agreed that the Union and the employees will not engage in union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer, except as hereinafter provided.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from each employee's wages all initiation fees and dues levied by the Union. The deduction of dues shall commence from date of employment. The deduction of the initiation fee shall be made from each employee's first pay.
- 6.02 Monies deducted from wages pursuant to Article 6.01 shall be deducted from every payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7 not later than the 25th day of the month following, accompanied by a list of names of employees from whose earnings the deductions have been made, the regular earnings of each employee and the dues deducted.
- 6.03 The Employer shall notify the Union of all new hires, layoffs, recalls and terminations of employment of those employees in the Bargaining Unit. This report shall be issued on a monthly basis.
- 6.04 At the same time that income tax (T4) slips are made available, the Employer shall type on the slip the amount of Union dues paid by each employee in the previous year.

- 6.05 The Union shall indemnify the Employer; its officers, employees and agents and hold it or any of them harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action taken by it, them, or any of them for the purpose of complying with the provisions of this Article.
- 6.06 The Employer shall provide the following information annually and shall provide it in electronic form:
- a. the name of each Employee; and
 - b. the mailing address and telephone number (if available) of each employee; and
 - c. the personal email address of each employee (if available); and
 - d. the employee's employment status (such as full-time, part-time, temporary, casual)

To ensure accurate information, all employees shall annually and no later than March 31st of each year, confirm their current mailing address, telephone number and email address. If this information changes throughout the year, the employee shall advise the employer in writing as soon as possible.

ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

- 7.01 The Employer shall acquaint new employees with the fact that a collective agreement is in force and with the conditions of employment set out in Article 5.
- 7.02 During the first week of orientation of new employees, the Union shall be provided with a 15-minute period to meet with new employees at a mutually agreeable time.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties relating to this Collective Agreement or incidental thereto shall pass to and from the Employer's Administrator or **their** designate and the Recording Secretary or **their** designate.
- 8.02 All such correspondence shall be sent by email or fax (with follow-up by regular mail and/or other appropriate confirmation), registered mail or hand delivered.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 The Employer and the Union shall establish a Labour Management Committee made up of not more than four (4) representatives appointed by the Union (at least one (1) Union representative shall be appointed from each of the Nursing; Dietary and Environmental Departments) and four (4) representatives appointed by the Employer. An Employer and a Union representative shall be designated as joint chair and shall alternate in presiding over the meetings.

- 9.02 The Committee shall meet on a regular designated day every three (3) months or on such other occasions as are mutually agreed for the purpose of hearing problems which may arise from time to time. An agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties at least three (3) days prior to the meeting.
- 9.03 The Parties shall establish a Scheduling Committee comprised of four (4) representatives from the Local Union [one (1) from each of the Dietary, Environmental and Nursing Departments and one (1) representative who is an LPN] and up to four (4) representatives from the Employer (with the Employer to determine that number).

The Committee shall meet within one month after the Collective Agreement is signed and as mutually agreed after that to discuss scheduling issues, in the framework of the guidelines.

ARTICLE 10 - UNION REPRESENTATION

- 10.01 The Union may appoint a Collective Bargaining Committee which shall consist of not more than four (4) employees. At least one member shall be appointed from each of the Nursing, Dietary and Environmental Departments. The Employer shall be advised of the names of the committee members prior to the commencement of negotiations. Members of the Committee shall not suffer any loss of pay or benefits for normal shifts missed on which the employees actually attend negotiations to a total of fifteen (15) shifts shared among all members of the bargaining committee.
- 10.02 The Union shall not be prevented by the Employer from having the assistance of a representative from the Canadian Union of Public Employees when dealing or negotiating with the Employer. The CUPE representative shall provide appropriate notice of any meetings to the Employer.
- 10.03 The Union shall supply the Employer with a list in writing of the names of its officers and stewards and further the Employer shall be similarly advised of any changes to that list.
- 10.04 The Employer acknowledges the right of the Union to appoint or otherwise select stewards. The stewards shall be an employee of the Employer during the time in office. The name and address of the stewards and their terms in office shall be given to the Employer in writing and the Employer shall not be required to recognize any such stewards until having been so notified. The Employer shall be notified immediately of any changes to the list of stewards.

ARTICLE 11- GRIEVANCE PROCEDURE

11.01 Definition of Grievance

Any matter may be the subject of a grievance when it is a dispute arising between the Employer, any employee(s) or the Union regarding the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated.

11.02 Employee Grievances

At each step of the grievance procedure, the employee grievor shall have the right to be present. Employee grievances shall be processed in the following manner. For purposes of this article, a working day is any day except Saturday, Sunday or a holiday.

Step 1

The aggrieved employee shall submit **their** grievance to **their** Steward. If the employee Steward is absent, **they** may submit **their** grievance to the Chief Steward or other member of the Grievance Committee.

Step 2

If the Steward or Grievance Committee member considers that the grievance is justified, **they** shall attempt to settle the dispute with the employee's immediate Department Manager or Manager Delegate.

Step 3

Failing satisfactory settlement the grievance shall be submitted in writing and handed directly to the employee's Department Manager within ten (10) working days of the Employer's response at Step 2. The grievance must bear the signature of the grievor and state the Article(s) of the Agreement allegedly violated and any relief sought, as a condition of its arbitrability. The immediate Supervisor or the Department Manager as the case may be shall reply in writing within five (5) working days from the date upon which the grievance was received.

Step 4

Failing a satisfactory settlement under Step 3, the Union shall within ten (10) working days of the date that the Department Manager's reply was received, submit the grievance in writing to the Administrator or **their** designate.

Within ten (10) working days of receipt of the grievance the Administrator shall arrange and hold a meeting among the Union Grievance Committee, the employee concerned and any non-bargaining unit persons whom the Administrator considers appropriate to discuss the grievance.

Within five (5) working days of that meeting, the Administrator shall reply in writing to the grievance.

Step 5

Failing satisfactory settlement being reached in Step 4, the Union may refer the grievance to arbitration pursuant to Article 12.

11.03 Union or Employer Grievance

- (a) Any grievance between the Union and the Employer must be submitted in writing (including particulars of the alleged violation and relief sought) by one or the other party directly to the Administrator or the Union President as the case may be within ten (10) working days of the event giving rise to the grievance. A meeting shall be arranged and held between the Administrator and the Union President within ten (10) working days of receipt of the grievance. If no satisfactory settlement is reached within fifteen (15) working days following that meeting it may be submitted by the grieving party to Arbitration pursuant to Article 12.
- (b) It is the intention of the parties that the procedure provided for in this clause for the Union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for employees is not available and that it shall not be used to by-pass the regular grievance procedure provided for employees.

11.04 It is agreed that the filing and processing of any grievance must strictly follow the grievance procedure and all of the steps of that procedure and within the applicable time limits. If the Union does not process the grievance in accordance with the proper procedure and time limits, the grievance shall be considered to be abandoned and at an end. If the employer fails to comply with the applicable procedure and time limits the union may proceed according to the required time limits to the next step of the grievance procedure. Any of the time limits in this article may be extended by mutual agreement in writing between the parties.

11.05 The Union recognizes that each Grievance Committee member is employed by the Employer and that they shall not leave their work without obtaining the permission of their supervisor, such permission shall not be unreasonably withheld. While the employee during their normal working hours is engaged in such activity, they shall not suffer any loss in remuneration.

- 11.06 For the purposes of this Article, the Union Grievance Committee shall be composed of the President, Secretary and Chief Steward plus the Steward directly involved with the grievance.
- 11.07 In the case of termination, the grievance shall commence at Step 4 of the grievance procedure.

ARTICLE 12 - ARBITRATION

- 12.01 No matter may be submitted to arbitration unless the grievance procedure and the time limits thereof have been strictly complied with.
- 12.02 When either party requests that a grievance be submitted to arbitration, the request shall be made within ten (10) working days of the date of the reply in the last step of the grievance procedure, and shall be made by registered mail or personal delivery addressed to the other party, indicating the name, address and telephone number of its nominee to the arbitration board. Within ten (10) working days thereafter the other party shall answer by registered mail or personal delivery indicating the name, address and telephone number of its nominee to the Arbitration Board. The two (2) nominees shall then select a chairman within fourteen (14) working days of their appointment.
- 12.03 If the party receiving the notice fails to appoint its nominee or if the two nominees fail to agree upon a Chair, the appointment shall be made by the Minister of Labour upon request of either party.
- 12.04 A single arbitrator may be appointed by mutual agreement between the parties.
- 12.05 The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed.
- 12.06 The Board of Arbitration shall not have the power to alter, amend, modify, change or make any decision inconsistent with the provisions of this Agreement.
- 12.07 Each of the parties to the grievance shall bear the cost of their respective nominees and shall pay one half of the fees and expenses of the Chair that are not covered by the Department of Labour.
- 12.08 The parties may agree to refer any grievance to **Department of Labour, Skills and Immigration, Conciliation and Mediation Services** for grievance mediation.

ARTICLE 13 - DISCHARGE, SUSPENSION & DISCIPLINE

13.01 The Employer reserves the right to discipline, demote, suspend or discharge employees for just cause. Notwithstanding the foregoing, the Employer has the right to discharge a probationary employee at any time for any reason at its sole discretion except as provided in Article 4 - No Discrimination. An arbitrator's jurisdiction in any grievance relating to the discharge of a probationary employee shall be limited to a determination of whether the Employer's exercise of its discretion to terminate was discriminatory or in bad faith.

13.02 Without restricting this general right, it is agreed that the Employer may discharge any employee for the following specific offenses:

1. Theft from fellow employees or residents;
2. Willfully damaging the Employer's property;
3. Resident abuse as set out in the *Protection of Persons in Care Act (Nova Scotia) and regulations*;
4. Fighting with another employee on the Employer's premises;
5. Conviction for trafficking in drugs contrary to the law.
6. Possession and/or use of illegal drugs on the Employer's premises.
7. Consumption of alcohol on the Employer's premises when such consumption is not permitted by the Employer.

Provided it is agreed that in the event an employee is discharged for any of the foregoing specific offenses, the employee shall be entitled to grieve; however, the Arbitration Board shall have jurisdiction only to determine whether or not the offense occurred, and if it finds that such offense did occur, the Arbitration Board shall not have power to substitute any other penalty.

13.03 In the event that the Employer disciplines an employee, the employee shall be notified in writing of the disciplinary decision and a copy shall be provided to the Union's Recording Secretary. In the event that the discipline is in the form of a disciplinary suspension or termination, the Local President or Chief Shop Steward shall be notified immediately and in advance of the disciplinary meeting where possible.

13.04 An employee or a Union representative authorized in writing by the employee shall have access to **their** personnel file during office hours upon having provided the Employer with reasonable notice of this request. An employee or designate shall have the right to photocopy any document contained in the personnel file.

Disciplinary notices shall be removed from the personnel file after 24 months if no further disciplinary notices are placed on the personnel file.

- 13.05 In the event that an employee is being investigated for an allegation that may result in discipline, the employee shall be entitled to Union representation when interviewed or meeting with the Employer on matters related to the complaint. Should the employee be removed from the workplace during such investigation, they shall be placed on leave with pay until such time as the investigation is completed and the resultant disciplinary action, if any, is taken.

ARTICLE 14 - SENIORITY, PROBATION

- 14.01 Seniority is defined as the length of service with the Employer; however regular part-time employees shall have their seniority determined on a pro rata basis compared to the hours worked by a full-time employee.
- 14.02 Seniority shall operate on a bargaining unit wide basis.
- 14.03 The Employer shall maintain a seniority list, as calculated up to the last day of the last pay period of the year, showing the date upon which employees' service with the Employer commenced. Where two or more employees commenced work on the same date, preference shall be given in accordance with the date of application for employment. An up-to-date seniority list shall be provided to the Union and posted on the Union bulletin board in the staff room in January of each year. Employees shall advise the Employer within thirty (30) days of the posting if their seniority is incorrect. If no contrary advice is received within that period, the list shall be deemed settled.
- 14.04 A newly hired employee shall be on probation for a period of six hundred and seventy-five (675) hours or six (6) consecutive months worked from the date of hiring, whichever comes first, and shall have no seniority rights during that period. At the conclusion of the probationary period, an employee's seniority will revert back to his hiring date. Unless the Collective Agreement provides otherwise, a probationary employee shall be entitled to all rights and benefits under this Agreement. The probationary period may be extended at the sole discretion of the Employer to a maximum of one thousand (1,000) hours. The Employer shall meet with the Union to advise of any such extensions.
- 14.05 An employee shall not lose seniority rights if **they are** absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose seniority rights in the event:
- (1) **they** resign in writing or by text message or e-mail and does not withdraw **their** resignation within two (2) working days;
 - (2) **they are** discharged for just cause and not reinstated;

- (3) **they are** laid off for a period of more than one (1) year and the employee's employment is deemed to be terminated;
- (4) **they are** absent from work for more than five (5) consecutive working days without securing leave of absence from the Employer and the employee's employment is deemed to be terminated;
- (5) **they** fail to return to work within five (5) working days after recall notice is given to **them** personally or by registered mail to **their** last address on file with the Employer and the employee's employment is deemed to be terminated. If the employee is employed elsewhere when the recall notice is received, the employee shall be allowed an additional five (5) working days prior to returning to work. It shall be a condition of possible future recall from layoff that all employees keep the Employer informed of their current mailing address and telephone number; or
- (6) **they** fail to return to work following an approved leave of absence on the day set out when the leave was granted and the employee's employment is deemed to be terminated.

14.06 No employee shall be transferred to a position outside the bargaining unit without **their** consent. If an employee is transferred to a position outside the bargaining unit, **they** shall retain **their** seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. In the event that the employee is unsatisfactory in the new position at any time during a trial period of up to sixty (60) working days or if the employee finds himself unable to perform the duties of **their** new position, **they** shall be returned or may return **themselves** to the bargaining unit where **they** shall be placed in **their** former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to **their** former position and wage rate, without loss of seniority.

14.07 Notwithstanding Article 14.01, an employee shall not accumulate seniority when **they are on**:

- (a) layoff;
- (b) leave of absence without pay in excess of one (1) month (the amount of seniority credited during that month of such leave shall be based on the hours worked in the twelve (12) months immediately before the leave);
- (c) strike/lock-out;
- (d) pregnancy or parental leave in excess of eighteen (18) months (the amount of seniority credited during the first eighteen (18) months of such leave shall

be based on the hours worked in the twelve (12) months immediately before the leave);

- (e) long term disability with pay in excess of twenty-four (24) months (the amount of seniority credited during the first twenty-four (24) months of such leave shall be based on the hours worked in the twelve (12) months immediately before the leave);
- (f) employment insurance disability benefits in excess of twenty-four (24) months (the amount of seniority credited during the first twenty-four (24) months of such leave shall be based on the hours worked in the twelve (12) months immediately before the leave).

ARTICLE 15 - JOB POSTING

- 15.01 When the Employer decides that there is a vacancy in an existing or new position or a temporary vacancy of at least three (3) months to be in the bargaining unit, the Employer shall post notice of the position on bulletin board(s) for one (1) week. If the filling of that vacancy has the potential to generate multiple vacancies, the Employer may post all vacancies in one job posting. Any applicant from within the bargaining unit must make **their** written application in the period specified in the notice. **The Employer shall have the right to fill the position on a temporary basis until an appointment has been made pursuant to the posting.**
- 15.02 The notice shall contain the nature of the position the applicable wage rate and the required qualifications.
- 15.03 In filling a vacancy in an existing or new position in the bargaining unit, the Employer shall award the job to the senior applicant within **their** classification in the department, as long as that person has the qualifications to perform all of the required functions of that job.
- 15.04 Within seven (7) calendar days of the date of appointment to the new or vacant position, the name of the successful applicant shall be posted on bulletin board(s) and a copy shall be sent to each applicant from within the bargaining unit.
- 15.05 For purposes of this Article, qualifications means skill, certifications, ability, experience, knowledge and training.
- 15.06 When a non-bargaining unit vacancy is advertised, the Employer shall also post notice of the vacancy at the workplace.
- 15.07 If an employee is moved to a new position in the bargaining unit, **they** shall serve a trial period of up to 60 working days. If the employee is unsatisfactory in the new position at any time during the trial period or if the employee finds herself unable

to perform the duties of the new position, **they** shall be returned to their former position and at the former wage rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate, without loss of seniority.

- 15.08 The Employer and the Union recognize the values of diversity, equity and inclusion in the workplace, and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.**

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 15.

ARTICLE 16 - LAYOFF AND RECALL

- 16.01 A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.
- 16.02 In the event of a layoff, employees shall be laid off in reverse order of their seniority providing the senior employees are in the Employer's judgment able to fully and competently perform the remaining work.
- 16.03 Employees shall be recalled in order of their seniority, provided they are in the Employer's judgment able to fully and competently perform the work.
- 16.04 No new employee shall be hired to fill a permanent position until those laid off who have seniority have been given an opportunity for recall, provided they are in the Employer's judgment able to fully and competently perform the work.

ARTICLE 17 - HOURS OF WORK

- 17.01 The normal hours of work for full-time employees shall be eighty (80) hours paid in a two (2) week pay period.
- 17.02 Employees who work an 8 hour shift are entitled to a ½ hour meal period (paid) and two fifteen (15) minute (paid) rest periods. Employees are not required to remain on the premises during the ½ hour paid meal period. For the purposes of

both this Article and Article 17.03, the employee must provide notice in advance to the appropriate supervisor and further it is recognized that there may be circumstances where the employee may be required to work during this period.

- 17.03 Employees who work a 12 hour shift are entitled to 45 minutes for paid meal periods (one-third of which shall be used in conjunction with a 15 minute rest period to become a second half (1/2) hour meal period) and two fifteen (15) minute paid rest periods. Employees are not required to remain on the premises during the ½ hour paid meal period but must respond to any emergencies.
- 17.04 Employees who work more or less than an 8 hour shift (other than those covered by Article 17.03) shall be entitled to meal and rest periods on a pro rata basis.
- 17.05 Full-Time Employees shall receive at least four (4) days off per pay period, at least two of which must be consecutive unless the employee agrees otherwise.
- 17.06 Master Work schedules for employees shall be posted in electronic form in Staff Scheduled Care and on a bulletin board two (2) weeks in advance. However, in the case of the Christmas work period the schedule shall be posted three (3) weeks in advance. The Employer will provide the Union with a photocopy of the schedule for payroll, at the end of that scheduled period.
- 17.07 Full-time Employees shall be scheduled off every other weekend. Part-time Employees shall be scheduled off at least one weekend in four.
- 17.08 Employees in the Nursing Department shall attend work ten (10) minutes prior to commencement of shift for the purpose of receiving Report. This is not considered paid service.
- 17.09 The Employer shall make a reasonable effort to ensure that full-time employees have twelve (12) hours off between shifts.
- 17.10 Employees in the same classification shall be able to exchange shifts with each other with the consent of the Department Manager or designate. The employee will be responsible for **their** scheduled shift and shall advise the Manager or **their** designate no less than three (3) days prior to the affected shift (except in the case of an emergency or extraordinary circumstances) of the name of **their** replacement. The employee who accepted a request to exchange shifts may be called to work additional shifts in accordance with the provisions of this Collective Agreement. No overtime shall be paid as a result of this request. When an employee is in the Attendance Management Program, the Department Manager may suspend this privilege. Any approved shift exchange must be for an exchange of shifts that occur within the same pay period.
- 17.11 (a) All Additional hours shall be offered to Regular Part-time Employees in the classification on the basis of seniority, up to full-time hours, before being

offered to casual employees.

- (b) All Regular Part-Time Employees shall indicate to their Department Manager (on the Part-Time Employee Availability Agreement Form – Appendix “D”) whether or not the Employee is interested in the assignment of shifts, that are known prior to posting (extra shifts) and that are beyond **their** designation as a percentage of Full-Time hours.
- (c) A Regular Part-Time Employee may be assigned extra shifts up to the point of **their** indicated willingness to work extra shifts. The Employer shall normally assign extra shifts to such Regular Part-Time Employees on the basis of seniority per posting on the basis of indicated availability. The employee is responsible to work all shifts as assigned, except where the employee is absent pursuant to approved leave, or trades with another employee. If extra shifts still exist after assignment of the extra shifts to Regular Part-Time Employees, as set out above, the Employer may offer the extra shift(s) to Casual Employees.

ARTICLE 18 - OVERTIME

18.01 Overtime is all time authorized in advance by the Employer in excess of:

- (a) for full-time employees, work beyond the employee's scheduled shift or beyond eighty (80) hours in a two-week pay period; or,
- (b) for part-time employees, is all time authorized in advance by the Employer in excess of eighty (80) hours in a two (2) week pay period.

An employee eligible for overtime may choose to either be paid at the appropriate rate for the overtime actually worked or choose to take the equivalent number of hours off with pay at a time mutually agreed upon by the employee and the Employer.

Hours worked for the purpose of calculating payment of overtime rate includes regular hours worked and all hours paid as a result of any approved leave of absence.

Effective on the date of signing this Collective Agreement, time in lieu of overtime may not be accumulated beyond 80 hours of lieu time. Employees who have already accrued more than 80 hours of lieu time at the time of signing this Collective Agreement shall maintain their accrued lieu bank but may not accrue additional lieu time until the time in lieu of overtime bank has been reduced below 80 hours. Until the employee's bank has been reduced below 80 hours overtime shall be paid.

18.02 Notwithstanding articles 18.01 or 18.03, employees shall be paid for all approved

overtime worked once they have exceeded fifteen (15) minutes beyond the end of the employee's scheduled shift.

- 18.03 Overtime shall be offered to qualified employees in the order of seniority within their classification. If it becomes necessary to mandate overtime, such overtime shall be mandated equitably and on a rotational basis, commencing with the most junior employee qualified to work the overtime.
- 18.04 An employee who is called into work outside the Employee's normal working hours shall be paid a minimum of three (3) hours at the Employee's regular rate or time and one-half (1½ x) for all overtime worked, whichever is greater. Working an additional shift shall not be considered as a call back for part-time employees.
- 18.05 Employees required by the Employer to be on call shall be paid \$1.25 per hour for each hour of on call duty.

ARTICLE 19 - HOLIDAYS

19.01 The following are holidays:

New Year's Day	National Truth and Reconciliation Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
July 1 st	Floating Day
Labour Day	

and any other day proclaimed by the federal or provincial government and funded as a holiday.

Full-Time Employees

- 19.02 (a) If a full-time employee works on any paid holiday indicated in Article 19.01 (except the Floating Day), that person shall be paid one and one-half times **their** straight-time rate of pay and a 8 hour day off with pay at a time mutually agreed upon between the employee and the Employer. However, if the full-time employee works on any other holiday that person will receive straight-time pay for work on that day and an 8 hour day off with pay at a time mutually agreed upon between the employee and the Employer. A day shall be interpreted as an 8 hour day.
- (b) Employees are encouraged to take banked holiday time in as timely a fashion as possible, and when operational requirements permit. Any unused banked holiday hours will be paid out the first pay period in December.

19.03 If a full-time employee does not work on the holiday, he they will receive pay on a straight-time basis for an 8 hour day.

Part-Time Employees

19.04 Effective on date of signing of this Agreement, if a part-time employee works on any holiday indicated in Article 19.01 (except the floating day) that person shall be paid (1.5) one and one-half times the employee's regular hourly rate for the hours worked. The method of compensation shall be pay or the equivalent time off as chosen by the employee. Where time off is to be scheduled, it shall be by mutual agreement between the employee and the Employer. Any unused banked holiday hours will be paid out the first pay in December.

19.05 Effective on date of signing of this Agreement, in lieu of the holidays listed in Article 19.01, part-time employees shall be entitled to one (1) hour of holiday compensation for each 20.0 regular hours paid. The method of compensation shall be pay or time off as chosen by the employee. Where time off is to be scheduled, it shall be by mutual agreement between the employee and the Employer. Any unused banked holiday hours will be paid out the first pay period in December.

19.06 The time for taking a floating holiday by a full-time employee shall be as mutually agreed between the employee and the Employer.

19.07 For the purposes of this Article an employee shall be paid for the hours starting at midnight of the holiday and ending at midnight at the start of the next day.

ARTICLE 20 - VACATIONS

20.01 (a) Employees who were employed with the Employer on December 17, 1987 and who have continuously maintained employment with the Employer are entitled to an annual vacation with pay as follows:

<u>Length of Service</u>	<u>Vacation Days with Pay</u>
1 to 5 years	15 working days
5 to 10 years	20 working days
10 to 15 years	25 working days
15 to 20 years	30 working days

For greater clarity, Schedule "A" - Vacation Entitlement, which is attached to this Agreement, identifies the employees who are eligible for this vacation entitlement and their seniority/service for purposes of calculating vacation entitlements.

- (b) Regular full-time and part-time employees hired after December 17, 1987 shall receive an annual vacation with pay in accordance with his completed years of service as of January 1 as follows:

less than 1 year	¼ working days for each month of employment
1 year but less than 5 years service	10 working days
5 years or more but less than 10 years	15 working days
10 or more years service	20 working days

- (c) Vacation entitlement in this Collective Agreement for all employees shall be prorated based on the percentage of full-time hours for which the Employer paid the employee. For purposes of this article, time spent on pregnancy or parental leave shall be considered time paid by the Employer (and the percentage of a fulltime schedule shall be based on the hours for which the employee was paid by this Employer in the twelve months preceding the leave). Vacation entitlement shall not exceed the amount set out in this article.

- 20.02 Vacation must be taken in the year in which it became owing the employee and shall not be carried over from one year to another. The vacation year is from January 1 to December 31 of the same year.
- 20.03 Employees must advise their department head of their vacation preference by April 1 in any calendar year and the Employer will endeavor to post a vacation schedule by May 1 in that year, but in any case not later than May 25th. Vacation requests received after April 1 shall be considered on a first come / first served basis once all timely requests have been approved and may not include vacation from May 1 to September 30 of that year. The proper operation of the Home and seniority will be the governing factors in preparing the vacation schedule. Changes to the schedule may be necessary to meet the demands of the Home provided the Employer shall give employees affected as much advance notice as is possible, of the change.
- 20.04 If a paid holiday falls or is observed during an employee's vacation period, the employee shall be permitted an additional vacation day with pay at time mutually agreed between the employee and the Employer.
- 20.05 An employee shall receive **their** vacation pay on the last pay period preceding **their** vacation provided **they** give two (2) week's notice in writing to the Business Office.

- 20.06 No vacation shall be taken during the month of December except by mutual agreement.
- 20.07 (i) An employee terminating employment at any time in the vacation year prior to using **their** vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation at the time of termination. When an employee's employment terminates, there will be a reconciliation of vacation entitlement. If the Employer owes the employee for vacation, the Employer shall pay the employee on the employee's final pay; if the employee owes the Employer for vacation, the Employer may withhold payment for that vacation from the employee's final pay. If the employment relationship ends, any remaining discrepancy between vacation earned and vacation taken shall be a debt due and owing by the employee to the Employer.
- (ii) If during a vacation year, an employee has been granted more vacation than that to which she is entitled, the employee's vacation entitlement for the next vacation year shall be reduced accordingly.
- 20.08 Full-time and part-time employees may request to receive individual vacation days, and such request shall be granted, provided operational requirements permit. Such requests must normally be received at least three (3) working days (Monday to Friday, excluding weekends and holidays) prior to the commencement of the requested time off.

ARTICLE 21 - SICK LEAVE

- 21.01 Sick leave is defined as a period of time an employee is absent from work with pay by virtue of being sick or because of an injury for which compensation is not payable under the *Workers' Compensation Act*. This does not include pregnancy leave. Sick leave does not include any illness or injury for which coverage is available under the long term disability plan (or as modified) contributed to by the employees.

Employees with sufficient sick leave credits, i.e. banked sick benefits in excess of 24 hours, shall be allowed paid leave of absence of up to twenty four hours per annum (prorated for part-time employees) debited against sick leave credits in order to:

- (i) engage in and facilitate the employee's personal preventative medical or dental care.
- (ii) Attend to emergencies where the employee's own medical or dental health is an immediate and serious risk.
- (iii) When an employee has less than 24 hours in **their** sick bank or has used

their 24 hours sick time for medical appointments that year, any appointments for medical reasons should be scheduled on the employee's day off. When that is not possible the employee may request time off, without pay. A full-time employee may request to use vacation time and the request must be made in advance before the end of the pay period in which that day is scheduled.

The employee shall advise the immediate supervisor when **they** become aware of **their** need for personal medical, dental care for a shift the employee is scheduled to work. Such leave shall not be unreasonably denied and the employer will require verification of the condition claimed.

- 21.02 Effective date of signing, employees shall earn sick leave at the rate of 5.5 hours of sick leave for every 80 regular hours paid, to a maximum accumulation of 640 hours of sick leave. Absences for casual sickness of more than the sick-leave credits available must be taken as unpaid leave. As a condition of employment, those employees eligible for coverage must join the long term disability plan presently in place (or as modified) at the Home. Those employees who suffer serious accident, injury, illness or hospitalization will be covered by such disability plans in accordance with the terms of those plans.
- 21.03 An employee is entitled to receive sick leave with pay provided the employee is unable to perform **their** duties in accordance with Article 21.0 I provided **they have** the necessary sick leave credits.
- 21.04 An employee is not entitled to receive sick leave when **they are** on vacation, holiday, a leave of absence, workers compensation (except as outlined in Article 31) bereavement leave or any other leave specified in this Agreement. Notwithstanding the above, if an employee is so ill or injured that they provide satisfactory medical certification confirming the seriousness of their illness or injury preventing them from taking vacation, that employee can set aside their vacation and use paid sick leave during the period. The intent of this Article is to provide a mechanism for an employee, who is seriously ill or injured but not hospitalized, to use sick leave if the illness or injury occurs during their vacation.
- 21.05 The Employer can require satisfactory information regarding an employee's condition, from a physician or other appropriate health care provider, where the employee is not able to perform the full scope of **their** job and/or is not able to attend work on a regular basis.
- 21.06 The Employer recognizes its obligations to accommodate ill and/or injured employees to the point of undue hardship. The Union will be involved as appropriate in all cases of accommodation.
- 21.07 The Employer shall pay all costs associated with obtaining any medical documentation from an employee's physician or other care providers prepared at

the written request of the employer.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 Upon written application by the employee four weeks in advance, or such shorter period as the Employer may reasonably decide, the Employer may grant a leave of absence to employees elected or appointed to represent the Union at conventions and/or executive and committee meetings of the Union, and its affiliated or chartered bodies. The leave shall be for a maximum of 10 working days per calendar year. It shall be without pay and benefits but without loss of seniority during the time of the leave. No more than two employees may be on such leave at anyone time provided that the two employees shall not be absent from one department at the same time. Requests for Union leave shall not be denied except in the case of operational requirements. An applicant for such leave will accommodate any conflicts with vacation already scheduled or short staffing caused by extended sickness or injury. The employee must make arrangements with the business office to pay **their** regular benefit premiums during the leave period. Notwithstanding, the Employer shall maintain regular pay and benefits for employees on approved Union business and shall invoice the Local Union for 127% of the employee's regular rate of pay. The Employer shall forward the invoices within thirty (30) days of the end of the month the leave occurred. The Union shall pay the Employer within 30 calendar days of receiving the invoice.
- 22.02 In its discretion, the Employer may grant a leave of absence without pay and benefits and without accumulation of seniority to any employee requesting such leave. Such request must be in writing and made at least two weeks in advance of the requested leave stating the length of leave and reasons for such request.
- 22.03 Upon written notice by the employee three days in advance, the Employer shall grant leave of absence without loss of seniority to employees who lose work time as a result of being called for jury selection or serving as a juror in any Court. The Employer shall pay such employee(s) the difference between normal earnings for such lost time and the payment **they** receive for jury selection/duty. The employee will present proof of service and the amount of pay received. An employee released from jury selection/duty shall return to complete that part of the work shift **they** would have lost had the jury selection/duty continued. If the employee does not provide written notice of jury selection/duty within three (3) working days of **they** return to work, the Employer may withhold payment for the days spent on jury selection/duty or deduct them from future pay periods if they have already been paid.

ARTICLE 23 – BEREAVEMENT LEAVE

- 23.01 Employees covered by this Agreement who have completed their probationary period shall be entitled to the following bereavement leave:

- (1) When a death occurs in an employee's immediate family the employee shall be granted time off for five (5) consecutive calendar days immediately following the date of death with pay if scheduled to work. If an employee is at work, or scheduled to work on the day of the death of an immediate family member, they shall not be obligated to work and shall suffer no loss of pay or benefits. Immediate family means the employee's parent, spouse, sibling, child, foster parents, grandparents, grandchild, current step-child or foster child (if living with employee at time of death).
- (2) Employees shall be granted four (4) calendar days leave, immediately following the date of death without loss of pay, to a maximum of two (2) shifts if scheduled to work in the event of the death of the employee's current step-parent, current mother-in-law, current father-in-law, current brother-in-law or current sister-in-law (with pay if scheduled to work). If an employee is at work or scheduled to work on the day of the death of a family member listed in this Article, they shall not be obligated to work and shall suffer no loss of pay or benefits. For clarity in interpreting this article, a current brother-in-law or current sister-in-law means the employee's sibling's spouse, or the employee's spouse's sibling.
- (3) Employees shall be granted four (4) hours leave to attend the funeral of family member not previously mentioned (with pay if scheduled to work).
- (4) In the event that the funeral or interment for any of the employee's immediate family does not take place within the period of bereavement leave provided but occurs later, the employee may defer the final day of her bereavement leave without loss of pay until the day of the funeral or interment. The employee shall inform the employer of the deferment at the time of the bereavement. The deferred day shall be taken within 12 months of the date of the death.
- (5) Upon the death of a current staff member or a deceased resident the Employer shall endeavor to permit employees scheduled to work on the day of such funerals to attend the funeral without loss of pay to the extent that such attendance is operationally possible.

23.02 Employees shall be entitled to bereavement during any leaves of absence under this Agreement, except for approved unpaid leaves of absence.

ARTICLE 24 - PREGNANCY LEAVE

24.01 The Employer shall comply with the pregnancy leave provisions contained in the *Labour Standards Code*, S.N.S. 1972, c. 10, as amended.

24.02 The Employer will pay its share of all benefit premiums during the pregnancy leave

period so long as the employee pays **their** share of all benefit premiums during such period.

ARTICLE 25 - PARENTAL LEAVE

25.01 The Employer shall comply with the parental leave provisions contained in the *Labour Standards Code*, S.N.S. 1972, c. 10, as amended.

25.02 The Employer will pay its share of all benefit premiums during the parental leave period so long as the employee pays **their** share of all benefit premiums during such period.

ARTICLE 26 – DOMESTIC VIOLENCE LEAVE

26.01 **Employees will be granted Domestic Violence Leave in accordance with *Labour Standards Code of Nova Scotia*.**

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.01 The Employer shall pay employees every second Thursday in accordance with Schedule "B" attached to and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages, overtime, and any supplementary pay and deductions.

27.02 Any employee covered by this Agreement who is temporarily assigned by the Employer to another position in the bargaining unit for which the rate of pay is higher than the rate of pay for such employee's regular position, shall receive the higher rate of pay beginning on the first working day, provided that the assignment is for a period of three (3) full days or more.

27.03 Any employee covered by this Agreement who is temporarily assigned by the Employer to another position for which the rate of pay is lower than the rate for such employee's regular position, shall receive **their** regular rate of pay while so employed and not the rate of pay for the temporary assignment.

27.04 Any employee covered by this Agreement who is temporarily assigned to fill in for a Supervisor shall receive an additional 30% of **their** own classification rate, commencing on the first working day, provided that the assignment is for a period of five (5) full days or more. Any overtime pay shall be based on the employee's adjusted rate of pay.

As per current LPN Charge Nurse Roseway Manor policy, when an LPN is assigned to assume the Registered Nurse Supervisor's responsibilities on a day to day basis, the LPN will be paid a charge nurse premium of 30% of her regular hourly rate for those hours of responsibility.

27.05 Where the Employer specifically, and at its sole discretion, designates and directs an LPN to be in charge of at least one unit for the full shift, the designated LPN shall receive five dollars and sixty cents (\$5.60) per eight hour shift (pro-rated for a shift of more or less than 8 hours) in addition to her regular hourly rate.

No LPN in receipt of this premium will be eligible to receive the LPN responsibility pay

27.06 All Employees shall receive a shift premium of \$2.25 per hour for all regular hours worked between 1900 hours and 0700 hours.

The shift premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective April 26, 2023 and shall be applicable to all hours worked, including overtime hours worked.

27.07 All Employees shall receive a weekend premium of \$2.25 per hour for all regular hours worked between midnight Friday and midnight Sunday.

The weekend premium rate shall increase to two dollars and thirty five cents (\$2.35) per hour, effective April 26, 2023 and shall be applicable for all hours worked, including overtime hours worked.

27.08 Effective date of ratification, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

ARTICLE 28 - NEW JOB CLASSIFICATIONS

28.01 The rate of pay for any position in the bargaining unit not covered by Appendix "B" which may be established during the life of this Agreement, shall be subject to discussions between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new position, the rate set by the Employer shall remain in effect until the new rate is agreed. Once agreed, the rate shall be retroactive to the date of commencement of work in the position.

28.02 The Employer shall provide each employee with a written job description. Any revised job description(s) shall be provided to the Union within fifteen (15) days of revision.

ARTICLE 29 - EMPLOYEE BENEFITS

29.01 All full-time and regular part-time employees who are eligible shall be enrolled in the following plans as provided by the Health Association of Nova Scotia:

- (a) Group Life Insurance
The Employer agrees to enroll members in the Group Life Insurance Program, AD&D, and EAP. The Employer and the Employee shall each pay 50% of the cost of the Life Insurance Premium and the EAP premium. AD&D shall be 100% employee paid. Despite any other provisions in this Agreement, the terms of this Plan respecting eligibility and levels of contribution shall apply.
- (b) Extended Health Plan
The Employer shall pay sixty-five percent (65%) of the cost of premiums and the employee shall pay thirty-five percent (35%) of the Extended Health Plan. The terms of this Plan respecting eligibility and levels of contribution shall apply.
- (c) Dental Plan
The Employer and the employee shall each pay fifty percent (50%) of the cost of premiums of the Dental Plan (compulsory participation by all members of CUPE unless spousal opt out). The terms of this Plan respecting eligibility and levels of contribution shall apply.

Note: Any change in cost sharing arrangements of the Dental Plan is subject to Department of Health and Wellness funding.

- (d) Long Term Disability
The Employer and the employee shall each pay fifty percent (50%) of the cost of premiums of the Long Term Disability Plan. The terms of this Plan respecting eligibility and levels of contribution shall apply.

29.02 All employees shall be covered by workers' compensation legislation.

29.03 Effective on date of signing of this Agreement, when an employee wishes to continue benefits while on approved leave of absence (except as otherwise provided in this article), the employee must provide a signed letter of intent confirming that she will pay the total cost of the premiums (both the employer and the employee contributions), along with either post-dated cheques or instructions for electronic banking, before the leave begins.

Notwithstanding, employees who wish to continue benefits while on approved leave of absence for pregnancy/parental leave or while in receipt of Employment Insurance Sick Benefits must provide a signed letter of intent confirming that **they** will pay the employee's portion of the benefit premiums (and the employer shall pay the employer's portion) along with either post-dated cheques or instructions for electronic banking, before the leave begins.

Effective on date of signing of this Agreement, any employees on approved leave

and in receipt of cost-shared benefits shall continue in the cost sharing arrangement. On the date of signing, the Employer shall provide an accurate list of employees on leave of absence and participating in the cost share arrangement.

ARTICLE 30 - PENSION PLAN

30.01 All eligible employees shall be enrolled in the Nova Scotia Health Employees Pension Plan (NSHEPP). Terms and conditions of the Plan shall be as outlined in the Plan text.

30.02 New employees of Roseway Manor must notify the Employer if they are presently a member of the defined benefit plan of the Employer. This is to ensure there is no interruption in contributions.

ARTICLE 31 - HEALTH AND SAFETY

31.01 The existing Joint Health and Safety Committee comprised of three bargaining unit representatives (at least one representative from each of the Dietary, Nursing and Environmental Departments) and three management representatives shall continue to address safety and health concerns of both parties as it has done in the past. The parties shall make all reasonable efforts to ensure that alternate members of each party are appointed so that meetings can proceed to meet the legislative obligations.

31.02 Employee committee members shall suffer no loss of payor benefits for time spent at OH&S meetings. Employees who attend OH&S meetings outside of scheduled hours of work shall receive straight time pay for time spent in meeting, with a minimum of one (1) hour's pay.

31.03 **The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.**

ARTICLE 32 - WORKERS' COMPENSATION

32.01 When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in **their** income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's

accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

- 32.02** The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the Nova Scotia Health Employees Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- 32.03** An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- 32.04** An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- 32.05** An employee shall not accrue any other benefits while on Workers' Compensation.
- 32.06** An employee who participates in an ease back or return to work program following a period of WCB shall be paid **their** regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

ARTICLE 33 - TERM EMPLOYEES

- 33.01** When a part-time employee occupies a full-time, term position, **they** shall qualify for all benefits of the Collective Agreement. Participation in extended benefit plans shall be in accordance with the terms of the relevant plans.
- 33.02** When a casual employee becomes a term employee, **they** shall qualify for the following benefits while in the term position:
- (a) holidays in accordance with the *Labour Standards Code*;
 - (b) vacation pay in accordance with the *Labour Standards Code*;
 - (c) sick leave in accordance with the Collective Agreement;
 - (d) benefits in accordance with the terms of the relevant plans;
 - (e) seniority in accordance with the Collective Agreement.

ARTICLE 34 - GENERAL CONDITIONS

34.01 Bulletin Board Space

The Employer shall provide bulletin board space accessible to employees upon which the Union may post notices of meetings and such other notices as may be of interest to the employees.

34.02 In Service Training

Recognizing the importance of providing up to date information, In-Service training programs will be set up for various employees. Complete attendance at all In-Service sessions is mandatory. Employees must attend a minimum of five (5) In-Service sessions per year. Employees required to attend such In-Service sessions shall be paid on a straight time basis. This will not be counted as part of hours worked for overtime determination.

34.03 Gender References

Throughout this Agreement, all references to gender are intended to be gender neutral.

34.04 Applicable Law

All provisions of this Agreement are subject to applicable laws now or hereafter in effect.

If any law now existing or hereafter enacted invalidates or disallows any portion of this Agreement, the entire Agreement shall not be invalidated and the rest of the Agreement shall remain in effect.

34.05 Departmental and Staff Meetings

The Employer may schedule department staff meetings or general staff meetings on a regular basis. Employees required to attend such meetings will be paid on a straight time basis for a minimum of one hour when such meetings occur outside the employee's scheduled shift. This will not be counted as part of hours worked for overtime determination. Attendance at such meetings is not mandatory unless the Employer otherwise directs.

34.06 Storm Conditions

It is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled, however, during storm conditions when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Employee has the option to:

1. take the absent time as unpaid; or
2. deduct the absent time from accumulated overtime, holiday time or vacation; or

3. when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

34.07 Lay Off or Reduction in Regular Hours of Work

The Employer agrees that from the date of ratification for the duration of this Collective Agreement, no employee currently employed in the bargaining unit shall be terminated, laid off or have their regular hours of work reduced as a result of the Employer contracting out work.

ARTICLE 35 - NO STRIKE/LOCKOUT

35.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes as defined by the *Trade Union Act* of Nova Scotia, stoppages of work, walk-outs, boycotts, concerted quitting of jobs, slowdowns, picketing, or any other interference with the operations of the Employer by the employees and/or Union and the Employer agrees that there will be no lock-out as defined by the *Trade Union Act* during the term of the Agreement, nor at any time during the course of negotiations for renewal, amendment, extension or replacement of this Agreement.

35.02 Notwithstanding the above, if, in the negotiations for the renewal of this Agreement, either party applies for conciliation, the Employer shall provide to the Union a list of positions in the bargaining unit that will be designated to perform services in the event of a legal strike. The number of those positions shall not exceed 20% of the normal complement assigned to work. Employees who work in the designated positions shall be assigned on an equitable and rotating basis commencing with the most senior employees first. Employees who provide emergency services shall be bound by and receive the benefits of all relevant provisions of this Agreement which for this purpose only shall survive the expiration of this Agreement. All employees designated by the Employer to perform such services shall, notwithstanding any legal strike, be required and they agree to perform fully their work assignments as directed by the Employer and they shall be bound by and receive the benefits of all relevant provisions of this Agreement which for this purpose only shall survive the expiration of this Agreement. The provisions of Article 34.02 will only be operative in the absence of essential services legislation.

ARTICLE 36 - DURATION

36.01 This Agreement shall be in effect from date of signing to October 31, 2023 except for wages which shall be retroactive to the dates contained in the wage grid in Schedule B. This Agreement shall be renewed automatically from year to year thereafter unless one of the parties notifies the other, in writing, at least sixty (60) days prior to the expiration date of this Agreement, of its intention to terminate or

seek amendments to this Agreement.

36.02 Retroactive payments shall be processed in as expeditious a manner as possible. Retroactive wages shall be made by separate deposit and accompanied by a statement detailing deductions. Employees who have concerns about the accuracy of their retroactive payment may request an explanation of their retroactive calculation.

36.03 Members of the Bargaining Unit who have resigned or retired since October 31, 2020 will have thirty (30) days from the date this Collective Agreement is signed to apply for the retroactive wage increase. Employees may choose, before their retirement or resignation to leave a written request including instructions for payment of any retroactive amount. The Employer's business office and the Employer shall fulfill its obligations by forwarding retroactive pay in accordance with the information provided by the employee.

ARTICLE 37 - BENEFIT AND BINDING


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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixation of their respective seals hereto the day and year first above written.

DATED at Shelburne, in the County of Shelburne, Province of Nova Scotia, this 26 day of June, 2023.




Roseway Manor Incorporated



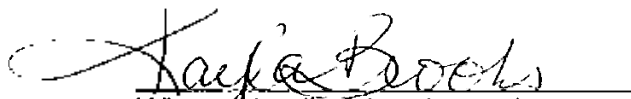
Canadian Union of Public Employees
Local 3099



Roseway Manor Incorporated



Canadian Union of Public Employees
Local 3099



Witness to all of the above signatures

SCHEDULE "A"

Re: Vacation Entitlement

The following chart shows the Employees who were employed with the Employer on or before December 17, 1987 and their seniority/service for purposes of calculating vacation entitlement.

	Date of Hire
ENVIRONMENTAL	
1. Joan Hartley	June 8, 1985
NURSING	
1. Madeline (Matthews) Nickerson	May 1986

**SCHEDULE "B"
WAGES**

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.01-23 Hourly Rate	Oct.01-23 Approx. Annual Rate	
Dietary Worker / Environmental Services Worker (with training)	Probationary Rate	\$16,4144	\$34,142	\$16,6605	\$34,634	\$16,9104	\$35,174	\$17.79	\$37,124	\$18,3834	\$38,237	\$18,4753	\$38,429
	Regular Rate	\$16,6933	\$34,722	\$16,9437	\$35,243	\$17,1979	\$35,772	\$18,1354	\$37,722	\$18,6795	\$38,853	\$18,7729	\$39,048

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.01-23 Hourly Rate	Oct.01-23 Approx. Annual Rate	
Personal Care Worker/CCA without certification	Start	\$17,5621	\$36,529	\$17,8255	\$37,077	\$18,0928	\$37,633	\$18,6356	\$38,762	\$18,7288	\$38,956
	After 1 year	\$17,9157	\$37,265	\$18,1844	\$37,824	\$18,4572	\$38,391	\$19,0109	\$39,543	\$19,1059	\$39,740
	After 2 years	\$18,2687	\$37,999	\$18,5428	\$38,569	\$18,8209	\$39,147	\$19,3855	\$40,322	\$19,4824	\$40,523
	After 3 years	\$18,6097	\$38,708	\$18,8887	\$39,288	\$19,1720	\$39,87	\$19,7472	\$41,074	\$19,8459	\$41,280
	After 4 years	\$18,9633	\$39,443	\$19,2476	\$40,035	\$19,5364	\$40,636	\$20,1224	\$41,855	\$20,2231	\$42,064

** Note: Effective Feb. 10, 2022, all employees who do not meet the criteria for CCA or CCA equivalent will be placed in the wage scale "Personal Care Worker/CCA without certification" as per the MDA re: CCAs, signed March 15, 2022.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.1%		
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Continuing Care Assistant (with course)	Start	\$17,5621	\$36,529	\$17,8255	\$37,377	\$18,128	\$37,633	\$21,4712	\$44,660	\$22,1153	\$46,000	\$22,2259	\$46,230
	After 1 year	\$17,9157	\$37,755	\$18,1844	\$37,824	\$18,4572	\$38,391	\$21,9096	\$45,572	\$22,5669	\$46,939	\$22,6797	\$47,174
	After 2 years	\$18,2687	\$37,999	\$18,5428	\$38,569	\$18,8277	\$39,147	\$22,3567	\$46,502	\$23,0274	\$47,897	\$23,1426	\$48,137
	After 3 years	\$18,6097	\$38,708	\$18,8887	\$39,288	\$19,1720	\$39,878	\$22,8110	\$47,451	\$23,4974	\$48,875	\$23,6149	\$49,119
	After 4 years	\$18,9633	\$39,443	\$19,2476	\$40,035	\$19,5364	\$40,636	\$23,2784	\$48,419	\$23,9767	\$49,872	\$24,0966	\$50,121

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%				
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	DOR Hourly Rate	DOR Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate	
Licensed Practical Nurse (LPN)	Start	\$26,5566	\$55,238	\$26,5551	\$55,067	\$27,3594	\$56,908	\$28,1802	\$58,615	\$28,1802	\$58,615	\$28,3211	\$58,908
	After 1 year	\$27,1650	\$56,503	\$27,1614	\$57,351	\$27,9860	\$58,211	\$28,8255	\$59,957	\$28,8255	\$59,957	\$28,9697	\$60,257
	After 2 years	\$27,7520	\$57,724	\$28,1682	\$58,590	\$28,5907	\$59,469	\$29,4484	\$61,253	\$29,4484	\$61,253	\$29,5957	\$61,559
	After 3 years	\$28,5212	\$59,324	\$28,9490	\$60,214	\$29,3832	\$61,117	\$30,2647	\$62,951	\$30,2647	\$62,951	\$30,4160	\$63,265
	After 25 years									\$31,3240	\$65,154	\$31,4806	\$65,480

***Re: 25 Year Service Salary Increment - LPNs: Effective the date of ratification, and upon completion of 25 years of service as an LPN working with the Employer, all permanent LPNs will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

				% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov 1, 2020 Hourly Rate	Nov 1, 2020 Approx. Annual Rate	Nov 1, 2021 Hourly Rate	Nov 1, 2021 Approx. Annual Rate	Nov 1, 2022 Hourly Rate	Nov 1, 2022 Approx. Annual Rate	Oct 31, 2023 Hourly Rate	Oct 31, 2023 Approx. Annual Rate
Ward Clerk	Probationary Rate	\$18.8409	\$39,189	\$19.1235	\$39,777	\$19.4103	\$40,374	\$19.9927	\$41,585	\$20.0926	\$41,793
	Regular Rate	\$19.1708	\$39,875	\$19.4583	\$40,473	\$19.7502	\$41,080	\$20.3427	\$42,313	\$20.4444	\$42,524
Therapy Assistant	Probationary Rate	\$19.8231	\$41,232	\$20.1206	\$41,851	\$20.4224	\$42,479	\$21.0351	\$43,753	\$21.1403	\$43,972
	Regular Rate	\$20.1602	\$41,933	\$20.4627	\$42,562	\$20.7697	\$43,201	\$21.3928	\$44,497	\$21.4997	\$44,719
Maintenance (Assistant)	Probationary Rate	\$21.3030	\$44,310	\$21.6225	\$44,975	\$21.9468	\$45,649	\$22.6052	\$47,019	\$22.7182	\$47,254
	Regular Rate	\$21.6651	\$45,063	\$21.9898	\$45,739	\$22.3196	\$46,425	\$22.9892	\$47,818	\$23.1042	\$48,057
Recreation Programmer (2 Year Community College Diploma - Recreation)	Probationary Rate	\$22.2348	\$46,242	\$22.5652	\$46,936	\$22.9036	\$47,640	\$23.5907	\$49,069	\$23.7087	\$49,314
	Regular Rate	\$22.6097	\$47,028	\$22.9488	\$47,734	\$23.2930	\$48,450	\$23.9918	\$49,903	\$24.1118	\$50,153
Recreation Therapist (with Degree)											

NOTE:

General Economic Increases

In the event there is a general economic increase(s) for LPNs negotiated in the Health Authority sector, for a collective agreement which has a contract term November 1, 2020 - October 31, 2023, that is greater than the general economic increase(s) provided for in this Agreement, the same general economic increase(s) for LPNs may be applied to this agreement.

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

Classification Adjustments

Where through collective bargaining, a new classification adjustment for LPNs is negotiated into the collective agreement with a term of November 1, 2020 - October 31, 2023, in the Health Authority sector that increases the compensation of the LPN classification within Health Authority sector, the classification may be adjusted to the higher of the two rates.

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

APPENDIX "C"

LPN Practice Premium

LPN Practice premiums are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice activities.

The first payment for this LPN practice premium will be on June 15th, 2020.

To be eligible for a premium for a twelve (12) month period commencing April 1, 2019, and April 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

This premium shall be paid in full in a lump sum commencing on June 15th, 2020 and on June 15th of each year thereafter to LPNs who achieve eligibility for them in accordance with this MOA.

In order for an LPN to qualify **they** must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous 12 month period. The LPN must submit written proof of these activities on the form provided to the Employer by May 1st, 2020 and by May 1st each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2019 to March 31, 2020 and from April 1 to the following March 31 thereafter.

This premium shall be prorated for Part-time and Casual LPNs based on the regular hours paid in the twelve (12) month period from the previous April 1 to March 31 for the year of eligibility.

In order to qualify for this premium an LPN must claim points in at least two categories. An LPN who qualifies for the premium shall be paid an annual supplement of \$850.

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which **they** work or may choose to take voluntarily regardless of the location or service **they** work. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

This is defined as a course of study which includes an evaluation component and which leads to a specialty certification status/or specialty certificate for the LPN.

These points can only be claimed in the year the certification is awarded.

B. COURSE IN A SPECIALTY Requiring an evaluation component (20 POINTS)

This is defined as a course in a nursing specialty for which there is a required evaluation component to "pass." These points can only be claimed in the year the course is taken. For those courses that require re-certification, 5 points for subsequent years while the course certification remains valid.

C. COURSE IN A SPECIALTY Not requiring an evaluation component (15 OR 10 POINTS)

This is defined as a course in a nursing specialty that may be internally or externally developed but does not include an evaluation component. Although the LPN may receive a certificate of completion/attendance for taking such a course, the LPN is not considered "certified." Attendance or completion of such a course may only be claimed in the year in which it was taken (i.e. one time only). If the course is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course is a minimum of 7.5 hours in duration the LPN will receive 15 points.

D. COURSE, WORKSHOP or CONFERENCE in a GENERAL or SPECIALTY SKILL/THEORY or PROFESSIONAL/PERSONAL DEVELOPMENT (15 OR 10 POINTS)

This is defined as a course or attendance at a learning session, workshop or conference that may or may not be directly nursing-related but the skills/theory are applicable to the nursing practice environment in which the LPN works. If the course or workshop is a minimum of 3.5 hours in duration, the LPN will receive 10 points. If the course or workshop is a minimum of 7.5 hours in duration the LPN will receive 15 points.

E. INSERVICE/HOSPITAL BASED EDUCATION SESSIONS (5 POINTS)

This category is applicable when the LPN attends an education event which is minimally 1 hour in duration and may be considered an "in-service" either scheduled or ad hoc in nature.

If the learning is required to fulfill the LPN's role or if it is a general employee expectation, the points cannot be claimed.

F. E-LEARNING (5 POINTS)

There are many examples of learning delivered via electronic education modules that may be hospital developed or they may be offered through the public domain. The LPN must provide proof of having participated and completed the modules.

The e-learning must be a minimum of one (1) hour in duration (estimated time of completion); however, the LPN may accumulate time from several e-learning modules to obtain the one (1) hour requirement.

If the learning is required to fulfill the LPN's role or if it is a general employee expectation, the points cannot be claimed.

APPENDIX "D"



Part-Time Employee Availability Agreement

Name:	Department/Program:
Position:	

Article 17.11 (b) requires each Regular Part-Time Employee to indicate **their** availability and willingness to perform extra shifts (shifts which are known to be vacate before the schedule is posted) for the Employer. Please complete the following and enter the number of additional hours as applicable.

- A. On average, my hours per pay period are _____.
- B. I am willing and available to work _____ additional hours per pay period (extra shifts).
- C. I am willing and available to work _____ additional hours per pay (relief shifts).

I understand my Employer can assign me to work the hours set out in Sections A & B at straight time rates except where overtime is required as per Article 18.01.

A Part-Time employee is permitted to submit a revised availability form to the Manager indicating availability by March 1st (for April to June); by June 1st (for July to September); September 1st (for October to December); December 1st (for January to March). A revised Part-Time Employee Availability Form may be submitted more often when mutually agreed with the Employer. In order to change your availability you will need to meet with your Manager to discuss whether this will be acceptable. Such agreement shall not be reasonably withheld. Changes to availability will not be abused.

It is the responsibility of each employee to check **their** schedule (SSC) regularly to ensure awareness of all scheduled shifts.

Employee

Date

Manager

Date

Roseway Manor Incorporated January 2019

MEMORANDUM OF AGREEMENT

Regarding Training

Between

ROSEWAY MANOR

-and-

CUPE, Local 3099

As the parties negotiated some items in the collective agreement that will be in effect from November 1, 2011 to October 31, 2014;

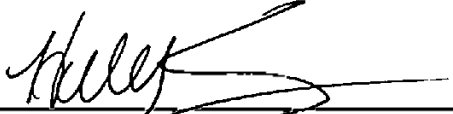
As the Canadian Union of Public Employees negotiated some items at a lead table; and

As an agreement was reached at the lead table to add this language to this collective agreement;

The parties say:

- (a) The Employer shall provide and fund any Employer required training / education for an employee
- (b) Any time spent in such training or education sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.
- (c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.
- (d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

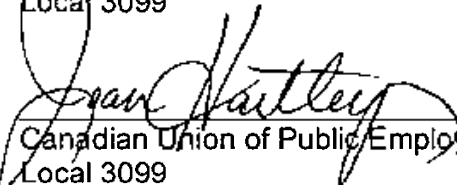
SIGNED at Shelburne, Nova Scotia, this 26 day of June, 2023.



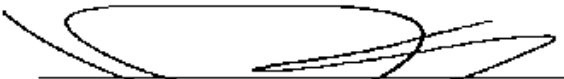
Canadian Union of Public Employees
Local 3099



Roseway Manor Incorporated



Canadian Union of Public Employees
Local 3099



Roseway Manor Incorporated

MEMORANDUM OF AGREEMENT

Part-time Employee Vacation Pay Options Present Incumbents Only

From the date of ratification of this Collective Agreement, all newly hired, or successful full-time applicants who change status to part time, shall receive paid vacation time in accordance with Article 20.

Part-time Employees, employed prior to the ratification of this agreement, may continue with their selected current vacation option until such time as they:

1. Notify the Employer in writing that they choose to receive vacation with pay in accordance with Article 20.01; or
2. They become a full-time Employee.

20.02 (a) Vacation pay for a part-time employee's accumulated vacation pay is calculated at 2% of the employee's gross regular wages for each week of vacation entitlement based on their years of service as outlined in article 20.01.

(b) Part-time employees have two options for getting their vacation pay:


1. Bi-weekly: A part-time employee may have **their** vacation pay paid to **them** every two weeks with **their** regular pay.
2. Banked and paid at specific times: A part-time employee may bank ~~her~~ **their** vacation pay and be paid out in one of the following options:
 - (i) A part-time employee may request a leave of absence from work in one week blocks to a maximum of two weeks per calendar year and receive **their** accumulated vacation pay, in a lump sum, at the percentage for years of service as outlined in article 20.01(b). This option can only be used for 1 week twice a year or for 2 weeks once a year.
 - (ii) A part-time employee may request in writing that **their** vacation pay be paid out twice a year in May and November. A list of those part-time employees requesting this option will be attached to the collective agreement.

(c) Notwithstanding anything else in article 20.02, those part-time employees who have indicated the preference for vacation payout to remain unchanged (i.e. "Vacation pay shall be paid out twice a year, in May and November") shall be entitled to continue in that arrangement.

SIGNED at Shelburne, Nova Scotia, this 26 day of June, 2023.



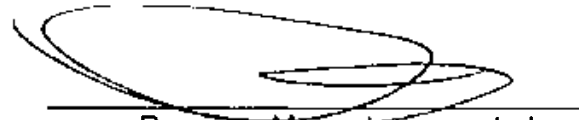
Canadian Union of Public Employees
Local 3099



Roseway Manor Incorporated



Canadian Union of Public Employees
Local 3099



Roseway Manor Incorporated

LETTER OF UNDERSTANDING

BETWEEN:

ROSEWAY MANOR INCORPORATED

(The "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES


LOCAL 3099

(The "Union")

Re: Casual Employees

The Parties agree to place on the agenda of the Labour Management Committee a discussion of Casual Employees.

SIGNED at Shelburne, Nova Scotia, this 26 day of June, 2023.



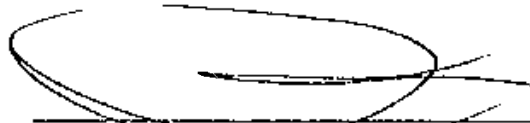
Canadian Union of Public Employees
Local 3099



Canadian Union of Public Employees
Local 3099



Roseway Manor Incorporated



Roseway Manor Incorporated

Memorandum of Agreement


Diversity, Equity and Inclusion in the Workplace Committee

In order to help achieve the goals of diversity, equity and including in the workplace:

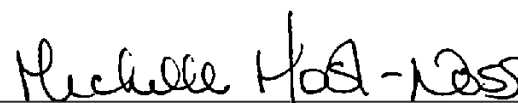
- (a) Within 90 days of the ratification of the CUPE LTC Lead Agreement (Shoreham), the parties agree to establish a Provincial Diversity, Equity and Inclusion in the Workplace Committee.
- (b) The committee will be composed of equal Employer and Union representation of at least five (5) representatives from a variety of Employers with CUPE bargaining units in Long Term Care and at least five (5) representatives from the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair at the LTCCSCC).
- (c) The Committee may have the assistance of representatives from Health Association Nova Scotia and CUPE staff.
- (d) The Committee will formalize terms of reference and determine its own procedure and processes.
- (e) The Committee will meet on an as needed basis, but no less than quarterly.
- (f) The Committee shall, among other things:
 - Consult with and seek input from representatives from diverse and under-represented groups as it relates to the work within Long Term Care in Nova Scotia.
 - Research and where reasonable, assess opportunities for and provide recommendations for workplace education to raise awareness of, understanding about and best practices in relation to prevention or addressing discrimination and achieving the goals of diversity, equity and including within the workplace.
 - Provide recommendations for best practices and/or share any tools to assist Employers, the Union and/or employees in meeting the goals of diversity, equity and inclusion within the workplace.

The Committee is advisory in nature and does not have the authority to bind an Employer or Union.

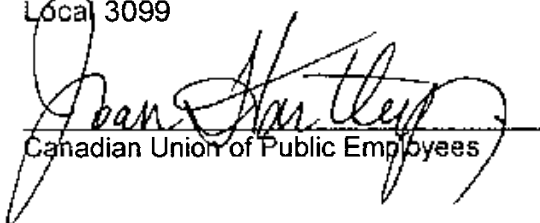
SIGNED at Shelburne, Nova Scotia, this 26 day of June, 2023.



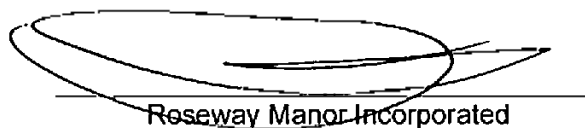
Canadian Union of Public Employees
Local 3099



Roseway Manor Incorporated



Canadian Union of Public Employees



Roseway Manor Incorporated