ORIGINAL

COLLECTIVE AGREEMENT

between

RICHMOND HOUSING CORPORATION (RICHMOND VILLA)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1782

(Effective from November 1, 2020 to October 31, 2023)

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THIS AGREEMENT dated this 17 day of August, 2023.

BETWEEN: **RICHMOND HOUSING CORPORATION (RICHMOND VILLA),** a body corporate, of St. Peter's, in the County of Richmond, and Province of Nova Scotia, hereinafter referred to as the "EMPLOYER",

Party of the First Part

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local Union No. 1782**, hereinafter referred to as the "UNION",

Party of the Second Part

ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

1) to promote the well-being and service to the residents of the Richmond Villa;

2) to maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;

3) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.;

4) to encourage efficiency in operation;

5) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW THEREFORE the Parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Employer to Manage Affairs of Operation

The Union recognizes that it is the function of the Employer to manage the affairs of

the operation and to direct the working forces of the employer and in particular, to manage, employ, direct, supervise, including the transfer, promotion, lay-off, suspension, demotion, hiring, classifying and discharge for just cause of the employees of the Employer.

2.02 Enforce Regulations

It shall be the right of Management to make and enforce regulations as to the conduct and personal appearance of all employees during working hours.

2.03 Not to be Discriminatory

The Employer shall not exercise its rights to direct the working force in a discriminatory manner.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Recognition of Bargaining Unit

The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees, Local Union No. 1782, for all employees of the employer excluding the CEO, Director of Care, Office Employees, Registered Nurses and Graduate Nurses, Director of Recreation, Director of Support Services, Environmental Services Manager, Assistant Dietary Supervisor and those excluded by paragraph (a) and (b) of subsection 2 of Section 2 of the *Trade Union Act*, and hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, in any and all matters covered by this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

3.02 The Union shall be entitled to the assistance of their CUPE National Servicing Representative in all dealings with the Employer. Meetings required by the Employer shall not be unreasonably delayed as a result of a National Representative being unavailable.

3.03 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement, which may conflict with the terms of this Agreement.

3.04 Definitions

(a) A "Full time Employee" is one who is employed on a regular basis, has completed the probationary period and who is normally scheduled to work the full time hours, in accordance with Article 15.

(b) A "Probationary Employee" is one who has been in the employ of the Nursing Home in the bargaining unit covered by this Agreement for less than four hundred and eighty (480) hours worked and may be dismissed at any time during the probationary period without recourse to the Grievance Procedure. After completion of this period, seniority provisions shall be applicable. The Employer may extend the probationary period for a further period of four hundred and eighty (480) hours by notification to the Union and to the employee in writing.

After completion of this period seniority shall be carried from the original date of employment.

Where requested, the Employer shall advise the employee and the Union of the basis of such extension with recommendations for the employee's development. The parties recognize that ongoing feedback about the employee's progress is important to the probationary employee.

(c) "Part-Time Employee" is one who has completed two-hundred and fifty (250) shifts of actual time worked but does not have a guaranteed schedule. This Collective Agreement is applicable to Part-Time Employees on a pro-rata basis to paid hours. Call-ins shall be on a seniority basis.

(d) A "Permanent 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. This Collective Agreement is applicable to Permanent Part-Time Employees on a pro-rata basis to paid hours.

(e) "Casual Employee" is one who works on a day to day basis and not on a scheduled basis. Once a casual employee completes two hundred fifty (250) shifts, they will be reclassified as a part-time employee. Such employees, who work more than twenty-four (24) hours in a pay period shall pay dues in accordance with Article 6 of this Collective Agreement. Casuals with seniority will compete bargaining unit wide as per Article 11.02. Casuals shall be covered in the collective bargaining unit and shall be paid as per Appendix "A" and benefits as per the Collective Agreement except that they

shall be subject to the eligibility requirements of the plans included in the benefits of pension, medical and life and seniority.

(f) "Employee" hereinafter referred to shall include all employees unless specified otherwise.

(g) Persons who are employed on grants and are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, benefits, training, up-grading, promotion, transfer, layoff, discipline, discharge, place of residence, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership in a labour union.

4.02 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 11.

ARTICLE 5 - UNION SECURITY

5.01 All employees covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the union, according to the Constitution and By-Laws of the Union. The Union shall be the sole judge of good standing of their members. All future employees, except those excluded in Article 3 shall, as a condition of continuing employment, become members in good standing in the Union not later than after one (1) month of

continuous employment with the Employer.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the CEO or their designate and the Secretary of the Union with a copy sent to the Local President.

6 02 Deduction of Dues

The Employer agrees to deduct from every employee covered by this Agreement, any monthly dues or assessments levied, in accordance with the Union By-Laws, and owing by him to the Union.

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15^{th}) of the month following, accompanied by a list of all employees from which wages the deductions have been made. The list will also reflect the accumulation of wages.

6.03 Dues Receipts

At the same time the Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

6.04 Contact Information

The Employer will provide the Union a list of employee's names, home mailing address and home telephone number and email address in January of each year, if the Employer has this information. The list will be provided in electronic form to the Union contact designated by the Local Executive.

6.05 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-ti]me, 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.

Note: This language is to establish a minimum common requirement and will not replace or diminish existing language or obligations in any existing Collective Agreements.

ARTICLE 7 - THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 Permission for Union to Acquaint New Employees

The Employer agrees to allow the union to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in Articles 5 and 6 dealing with Union security and dues check-off.

7.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union steward or representative. The Employer agrees that they will provide a copy of the Collective Agreement to all new employees. The Employer and the Union agree to equally share the cost of printing copies of the Collective Agreement.

7.03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of sixty (60) minutes during the first month of employment for the purpose of acquainting a new employee with the benefits and duties of union membership.

ARTICLE 8 - MANAGEMENT-LABOUR RELATIONS

8.01 Representation on Committee

For the efficiency of the service, it is agreed by both parties to this Agreement that a Management-Labour Relations Committee be maintained. This Committee shall meet bi-monthly between September and June or if the need arises more often

provided that the party requesting a meeting shall provide the other party with an agenda seven (7) days before such meeting is held. The Committee shall consist of not more than four (4) members of the Richmond Villa Senior Management Team and four (4) members of the Executive of the Local Union 1782 and one (1) Representative of the Canadian Union of Public Employees. All time spent in Labour-Management meetings shall be considered time worked and paid by the Employer at straight time rate(s) at a minimum of 2 hours or actual time spent.

8.02 Chairman of the Meeting

An Employer and a Union representative shall be designated as joint chairmen and shall alternate in presiding over meetings.

8.03 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairmen and secretary as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

ARTICLE 9 - SENIORITY

9.01 Seniority Defined

(a) Seniority shall mean the length of service with the Employer and shall be on a bargaining-unit-wide basis. Seniority, experience, ability and qualification shall be the determining factors in lay-offs, rehiring, transfers, promotions and demotions, selection for vacation and holidays shall be based on seniority.

(b) Casual and Part-Time seniority shall be determined by the date of hire. However, in order to maintain that seniority date, the employee must work a minimum of thirty (30) shifts during the months of January/February/March/April, fifty (50) shifts during May/June/July/August, and thirty (30) shifts during September/October/November/December of every year. In the event these shifts are not met in any period, the Employer shall inform the employee by letter with a copy to the Union that their seniority date will change to the first scheduling day (Friday/Monday) of the next pay period. On May 1st, September 1st, and January 1st, those employees who have

not worked the shifts are required above shall be placed at the bottom of the seniority list according to the number of shifts worked, i.e. the fewer the shifts worked, the lower the ranking. The Parties acknowledge that there may be extenuating circumstances including, but not limited to reasons such as a lengthy illness, pregnancy leave, and other personal circumstances that may prevent the employee from working the required shifts. In such cases, the seniority shall not be altered. For greater certainty, employment with other employers would not qualify as an extenuating circumstance.

(c) Casual and Part-Time Employees seniority will only be adjusted, per Article 9.01(a), after their first full time interval has passed, i.e. a Casual or Part-Time Employee hired in August of any given year, will only be adjusted, per Article 9.01(a), on January 1st of the next year, only after they have worked one (1) full time interval.

9.02 Seniority List

An up-to-date seniority list shall be maintained by the Employer showing the names, classifications and date of hiring of all employees. Such a list shall be posted on all "CUPE" bulletin boards in January of each year.

9.03 Loss of Seniority

Employees shall lose their seniority rights and employment in the event:

(a) They are discharged for just cause and is not reinstated;
(b) They resign and does not withdraw the resignation within two (2) business days;
(c) They fail to return to work within seven (7) calendar days following a lay-off after being notified by registered mail to do so, unless through a sickness or other just cause. Such notification shall be sent to his last known address and it shall be the duty of the employee to keep the Employer informed of their address;
(c) They are laid off for a period of longer than two (2) years;
(d) If employees fail to return to work after a leave of absence approved by the Employer for two (2) years and do not contact the Employer prior to the completion of the leave.

9.04 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee applies for a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of four hundred eighty (480) hours. If an employee returns to the bargaining unit, they shall be placed in their former position. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

9.05 Use of Seniority for Permanent Part-Time, Part-Time or Casuals for Temporary Positions

When the Employer requires the use of permanent part-time, part-time and casuals for temporary positions which are not in excess of twelve (12) weeks and do not need to be posted, the most senior permanent part-time, part-time or casual on the seniority list will be given first opportunity to fill the temporary position contingent upon their ability, experience and qualifications to meet the requirements of the temporary position.

ARTICLE 10 - LAY-OFFS AND REHIRING

10.01 Definition of a Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

10.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

10.03 Recall Procedure

Employees shall be recalled in the order of their seniority providing they are qualified to perform the work.

10.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall subject to Article 10.02.

10.05 Notice of Lay-off or Termination of Employment

The Employer shall notify full-time employees who are to be laid off ten (10) days before the lay-off is to be effective. If the full-time employee laid off has not had the opportunity to work ten (10) full days after notice of lay-off, he shall be paid in lieu of work for that part of ten (10) days during which work was not made available. This does not apply to permanent part-time or part-time employees. However, the Employer shall make every reasonable effort to notify permanent part-time or part-time employees within ten (10) days of lay-off. The Union agrees that any employee terminating their employment with the Employer shall give the Employer ten (10) full days notice before such termination occurs.

ARTICLE 11 - PROMOTION AND STAFF CHANGES

11.01 Posting of Vacancy

Prior to filling any staff changes or promotions covered by the terms of this Agreement, where a regular vacancy exists including temporary vacancies in excess of twelve (12) weeks, or a new position is created, and the Employer determines that the position will be filled, the Employer shall notify the Union by posting notice of the position on the employees' bulletin board, for a minimum of seven (7) calendar days, in order that all members will know about the position and be able to make written application. Such notice shall contain the following information: Nature of position, wages, qualifications, experience and hours of work. In no such event shall thirty (30) days elapse in knowing of the vacancy and the awarding of the position.

No advertisement for additional employees shall be made until such has been completed. The Employer shall send out job postings through the CARE Q so all members will be able to know that jobs are posted.

11.02 Trial Period

Both parties recognize that job opportunity should increase in proportion to ability and length of service. Therefore, in making staff changes, appointments, or promotions, appointment shall be made of the applicant with the required qualifications and ability, bearing in mind that if two (2) or more applicants have equal qualifications and ability, then seniority would be the governing factor. The

successful applicant shall be placed on trial period for a period of three hundred sixty (360) hours worked conditional on satisfactory service; such trial promotion shall become permanent after the period of three hundred sixty (360) hours worked. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority and former rate of pay, and any other employee promoted or transferred because of the rearrangement of position shall also be returned to their former position without loss of seniority and former rate of pay. During the Trial Period the Employee shall retain the option of returning to their former position using the procedure outlined as above. An employee who has been temporarily appointed or promoted and subsequently is appointed or promoted into the same position immediately following the temporary assignment will not be required to serve an additional Trial Period if they have served three hundred sixty (360) hours worked while temporarily in the position.

11.03 Notification to Union

The Union shall be notified of all appointments, hirings, lay-offs, rehiring, and termination of employment for employees within the bargaining unit.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the collective agreement. Where a question arises as to whether a particular dispute is or is not a grievance, the matter shall be taken through the grievance procedure and determined if necessary by arbitration.

Informal Step:

Both parties recognize the benefit of resolving differences or disputes as quickly as possible and, therefore, the parties agree that employees shall discuss such issues with their immediate supervisor within ten (10) business days of the date the employee knew about the event giving rise to the grievance. If the discussion does not resolve the issue, it shall be referred to the Grievance Procedure as outlined below.

Formal Steps

If the difference or dispute cannot be resolved by the informal process set out above, grievances shall be processed in the following manner:

Step 1

If the Union is not satisfied with the reply from the Supervisor in the Informal Step above, the Union shall, within ten (10) business days from the date of the reply in the Informal Step, submit the grievance in writing to the appropriate Director or designate. The grievance must state the details of the complaint and the Articles of this Agreement being relied on by the Union. The Director or designate shall reply in writing to the union within ten (10) business days.

Step 2

If the Union is not satisfied with the response received in Step 1, the Union shall, within ten (10) business days from the date of the response in Step 1, submit the grievance in writing to the CEO. The CEO shall reply in writing to the Union within ten (10) business days. If no satisfactory settlement is reached within ten (10) business days following the reply from the CEO, the parties shall agree to convene a meeting to find a resolution to the grievance prior to the union referring the matter to arbitration.

12.02 Group Grievance

A group grievance is defined as a dispute involving a question of general application or interpretation or where a group of employees or the Union has a grievance.

12.03 No Loss of Pay for Steward(s)

The Steward or Acting Union Representative should not suffer any loss of pay for any union business conducted, and have freedom to go to any part of the building to acquire information and view the workplace, provided, however, permission has been given by the CEO.

12.04 A claim by an employee of a suspension without pay or discharge without just cause shall be submitted in writing with the Employer within ten (10) business days of the employees' receipt of the notice of discipline. The grievance shall be processed commencing at Step 2 under Article 12.01.

ARTICLE 13 - ARBITRATION

13.01 Referral to Arbitration

Either party may refer a matter to arbitration by giving notice to the other party within twenty (20) business days of the meeting between the parties as set out in step 2 of Article 12.

13.02 Single Arbitrator

In the event that a grievance is submitted to arbitration, the matter shall be heard by a single arbitrator.

The Union and the Employer shall agree upon a single arbitrator. In the event that the parties are unable to agree, the single arbitrator shall be appointed by the Minister of Labour.

13.03 The arbitrator shall render a decision in as short a time as possible. The decision of the arbitrator shall be final and binding on all parties but in no event shall the arbitrator have the power to alter, modify or amend the agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the arbitrator to reconvene the arbitrator to clarify the decision, which it shall do within three (3) days.

13.04 Each party shall pay one-half (1/2) of the fees of the arbitrator.

13.05 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

13.06 Voluntary Mediation

Prior to proceeding to arbitration, the parties may jointly agree to utilize the voluntary mediation process established by the Nova Scotia Department of Labour and Advanced Education. It is agreed that if voluntary mediation is utilized neither party shall be deemed to waive its right to proceed to arbitration unless the other parties agree that voluntary mediation recommendations shall be binding upon the parties.

ARTICLE 14 - DISCHARGE CASES

14.01 (a) Discharge and Discipline Procedure

An employee may be dismissed or disciplined, but only for just cause and only upon the authority of the CEO, as defined in this Agreement. A Department Head may suspend an employee but shall immediately report such to the CEO. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of their Steward or Union

Representative. Such employee and the Union shall be notified promptly, in writing by the CEO, with full disclosure of the reason for such discipline or discharge.

An employee who is suspended / put off work pending an investigation, shall be put on paid Administrative Leave.

(b) Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

(c) Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable, in the opinion of the parties, or in the opinion of an arbitrator, if the matter is referred to arbitration.

(d) Principle of Innocence

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed.

(e) Discipline Procedure

The employee shall be notified in writing by the CEO, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Secretary of the Union.

(f) Personnel Records

An employee shall have the right at any time to have access to and review their personal record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any

hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in their personal record. All entries of a detrimental nature shall be removed from an employee's personal file after twenty-four (24) months of its initiation.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Work

The normal hours of work shall be eight (8) hours per day, forty (40) hours per week, eighty (80) hours bi-weekly. Employees may work eight (8) hour, twelve (12) hour, or a combination of eight (8) and twelve (12) hour shifts. This does not apply to any grandfathered employees who currently work twelve (12) hour shifts and up to eighty-four (84) hours in a biweekly period. There shall be no pressure put on these employees by either Management or Union to change their existing shifts. Changes in any shift rotation must be mutually agreed to by both Union and Management.

15.02 Days Off

The Employer agrees to schedule shifts so that there will be no split shifts for regular full-time employees. Regular days off shall be consecutive and shall be planned in such a way as to equally distribute free weekends, unless otherwise mutually agreed. Part-Time employees shall normally be scheduled to have one (1) weekend off per month unless mutually agreed otherwise between the Employer and an employee.

15.03 Work Schedule

The hours and days of work of each full-time employee shall be posted in an appropriate place at least one (1) week in advance. Requests for time off must be submitted thirty-two (32) hours prior to the posting of the schedule.

An employee wishing to change shift within the same pay period may do so after making arrangements with another employee and must obtain permission from the employer.

15.04 Coffee and Meal Breaks

An eight (8) hour shift shall be inclusive of two (2) fifteen (15) minute breaks and one (1) thirty (30) minute meal period. Departments may combine one fifteen (15) minute break with a meal period.

A twelve (12) hour shift shall be inclusive of three (3) fifteen (15) minute breaks and two (2) thirty (30) minute meal periods. Departments may combine one fifteen (15) minute break with a meal period.

A six (6) hour shift shall be inclusive of one (1) fifteen (15) minute break and one (1) thirty (30) minute meal period.

A five (5) hour shift shall be inclusive of two (2) fifteen (15) minute breaks.

A four (4) hour shift shall be inclusive of one (1) twenty (20) minute break.

15.05 Change of Shifts

If an employee should change shifts, there shall be a trial period of three (3) months, with notice of one (1) month given to Management to allow the shift schedule to be made up.

15.06 Availability

(a) Casual employees who are not available for work for more than three (3) months shall have their name removed from the list and seniority lost, unless the unavailability is due to extenuating circumstances.

(b) Part-time and casual employees who are not available, or refuse a shift or shifts in a bi-weekly pay period shall have those hours credited to their eighty (80) hour entitlement. (e.g. An employee with 80 hours available and 16 hours refused would be entitled to sixty-four (64) hours in accordance with their seniority and availability).

(c) Part-time and casual employees will provide the staffing office with a maximum of two (2) phone numbers for contact.

(d) In situations (e.g. emergencies, shifts for the same day) where the Employer is looking for relief on short notice, in the event that there is no answer at the number for a part-time or casual employee, the Employer will immediately move to the next person on the list in accordance with this article.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

All time worked outside the normal work shift, the normal work period, shall be

considered as overtime. Overtime periods of less than fifteen (15) minutes need not be recorded or paid for; however, overtime periods in excess of fifteen (15) minutes shall be paid for in full except as specified herein.

16.02 Overtime Rates

Overtime rates shall apply for the work as follows:

(a) On a Regular Work Shift - time and one-half (1-1/2) after the regular work shift or equivalent time off, by mutual agreement.

(b) On a Regular Scheduled Shift Off - time and one-half (1-1/2) or equivalent time off, by mutual agreement.

(c) On a Holiday When the Employee was not Scheduled to Work - time and one-half (1-1/2) or the equivalent time off, by mutual agreement.

(d) On a holiday when an employee is scheduled to work they shall receive time and one-half (1½) plus another eight (8) hours off. Casual employees will receive time and one-half (1½). Casual employees will also receive another eight (8) hours off if they are entitled to the holiday under Article 17.03.

16.03 Sharing of Overtime

Overtime and call-back time shall be divided equitably amongst the employees who are willing and qualified to perform the work that is available. An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

16.04 Notice of Change of Shift

Twenty-four (24) hours notice shall be given before change of shifts, except in emergencies.

16.05 Employees may cancel an approved time off request for medical or specialist appointments on thirty-six (36) hours notice to the Employer. The Employee is expected to work on the date in question unless other arrangements are made by mutual agreement.

16.06 No Pyramiding

There shall be no pyramiding of premium pay, overtime pay and paid holiday pay. In no event shall there be any pyramiding of benefits or payments paid except where the contract provides otherwise.

16.07 Overtime for part-time and casual employees shall be paid after eighty-four (84) hours in a bi-weekly pay period.

ARTICLE 17 - HOLIDAYS

17.01 List of Holidays

The following shall be considered legal Holidays, for the purpose of this Agreement:

a) New Year's Day
b) Heritage Day
c) Good Friday
d) Easter Monday
e) Victoria Day
f) July 1st (Canada Day)
g) 1st Monday in August (Civic Holiday)
h) Labour Day
i) National Truth and Reconciliation Day
j) Thanksgiving Day
k) Remembrance Day
l) Christmas Day (December 25th)
m) Boxing Day (December 26th)

and any other day proclaimed by the municipal, provincial or federal government.

17.02 Holiday on Scheduled Shift Off

When any of the above-noted holidays fall on a full-time, permanent part-time or part-time employee's scheduled shift off, the employee shall receive eight (8) hours off with pay at a time mutually agreed upon between the employee and the Employer.

17.03 Holidays for New and Casual Employees

Holidays for casual employees shall be as per Labour Standards and shall include the following:

New Year's Day

Good Friday
Canada Day
Labour Day
Christmas Day
Heritage Day

17.04 Qualification for Holiday Pay

An employee who is off sick and has a holiday scheduled, shall revert to sick time and have the holiday rescheduled at a later date. The illness must be verified within the pay period.

17.05 Banking of Holidays

The Employer agrees that all employees will be allowed to accumulate or bank a maximum of four (4) Holidays per six-month period [two (2) times per year]. An employee can request a payout for the holidays.

17.06 Christmas / New Year's Holiday Schedule

This provision shall become effective as of March 18, 2011.

(a) Employees With A Set Rotation (Full-time, Permanent Part-time and some Part-time)

(1) The first Christmas after the signing of this agreement, employees scheduled to work on Christmas Day must work Christmas Day and will not be permitted to request time off.

(2) If the employee happens to be scheduled to work New Years Day in a year as well, they may request time off using accrued holiday credits. Such request shall be granted subject to the operational requirements of the Employer.

(3) If an employee is not scheduled to work on the first Christmas after the signing of this agreement, they will be required to work Christmas Day on the next Christmas that they are scheduled to work and will not be permitted to request time off.

(4) If an employee is scheduled to work a second Christmas in a row, they may request time off on Christmas Day using holiday time

accrued for the second Christmas period that they are scheduled. Such request shall be granted subject to the operational requirements of the Employer.

(5) If an employee has requested time off in accordance with paragraph (4) of this agreement, they will be required to work Christmas Day on the next Christmas that they are scheduled to work following that year and will not be permitted to request time off.

(b) Part-time and Casual (All other employees)
Part-time and casual employees must be available to work either Christmas Day or New Years Day on alternate years. A part-time or casual employee may request to be available for work on both Christmas Day and New Years Day. If they do so, they will not alter the alternating schedule for future years. For example, if a part-time employee is scheduled to be off on New Years day in a year and they request to work it, they will still be scheduled to work New Years Day in the next year in accordance with this provision.

(c) For the purpose of holiday scheduling, being off on Christmas day shall mean working no later than 7 pm on December 24th and being off for the entire twenty-four (24) hours of December 25th. The 24 hour period will be considered from (12:00 a.m.) on December 25th to 12:00 a.m. on December 26th.

(d) For the purpose of holiday scheduling, being off on New Years Day shall mean working no later than 7 pm on December 31st and being off for the entire twenty-four (24) hours of January 1st. The 24 hour period will be considered from (12:00 a.m.) on Jan 1st to (12:00 a.m.) on Jan. 2nd.

ARTICLE 18 - VACATIONS

18.01 Employees' Entitlement

Vacation is an earned benefit and shall be prorated for part-time employees. Employees shall earn vacation based on service according to the following rates:

One hundred twenty (120) hours after one (1) year;
One hundred sixty (160) hours after eight (8) years;
Two hundred (200) hours after fifteen (15) years;
Two hundred forty (240) hours after twenty (20) years;
Two hundred eighty (280) hours after twenty-five (25)

Vacation entitlement for grandfathered Employees shall be as follows:

After fifteen to twenty (15-20) years; twenty (20) twelve (12)-hour vacation days;
After twenty to twenty-five (20-25) years; twenty-four (24) twelve (12)-hour vacation days;
After twenty-five (25) years; twenty-seven and one-half (27½) twelve (12)-hour vacation days.

For those grand-fathered employees who work a combination of eight (8) and twelve (12) hour shifts, three (3) of their vacation days shall be eight (8) hour days, i.e., fifteen to twenty (15-20) years; seventeen (17) twelve hour vacation days and three (3) eight (8) hour vacation days, etc.

18.02 Additional Day for Each Legal Holiday

Each full-time, permanent part-time, part-time employee covered by this agreement shall receive an additional day of vacation for each legal holiday that occurs during their vacation period, to be taken at a time mutually agreed to such employee and Employer.

18.03 Split Vacation

Employees will be allowed to split their vacation if mutually agreed between employees and Employer.

18.04 Vacation Pay for Casuals

Vacation pay for casuals shall be six percent (6%) to be paid on each pay.

18.05 Sick Leave Substitution for Annual Vacation
Accumulated sick leave credits may be substituted for hours of scheduled vacation interrupted where it can be established by the employee to the satisfaction of the Employer that an illness or accident occurred prior to the commencement or during the vacation and that the illness or accident was such that the vacation plans of the employee were interrupted. The vacation credits will be rescheduled at a later date to be determined by mutual agreement between the Employer and the employee.

18.06 Vacation Requests

(a) Prime time shall be defined as June 15th to September 15th each year. Requests for vacation time for the prime time period for full time, permanent part-time and part-time employees shall be received by April

15th of each year. Employees may identify an alternate vacation request at the same time to be considered by the Employer in the event that the first preference cannot be approved. The schedule for prime time vacation will be posted by May 15. Requests for vacation time outside of the prime time period for full-time, permanent part-time and part-time employees shall be received by October 1st. If vacation is not requested by April 15th or October 1st for the applicable periods, it shall be scheduled on a first come first serve basis. Vacation shall not be scheduled between December 15th and January 3rd.

(b) All employees may request up to one-half (1/2) of their vacation entitlement to be utilized during prime time. Where an employee has less than forty (40) hours of vacation credits in their bank, they may supplement the time off request using time accrued in other banks including holiday and overtime banks up to a maximum of forty (40) hours off.

(c) Employees who wish to request time off for more than one-half of their vacation entitlement shall submit such request on a second form as provided by the Employer. Requests for this time shall also be submitted by the April 15th deadline. Employees may identify an alternate vacation request at the same time to be considered by the Employer in the event that the first preference for this additional vacation time cannot be approved. Such requests shall be approved based on availability, seniority and subject to operational requirements and shall not adversely affect any other employees prime time request made in accordance with 18.06 (b).

ARTICLE 19 - SICK LEAVE

19.01 Sick Leave Defined

Sick leave means the period of time a full-time, permanent part-time, and part-time employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Worker's Compensation Act.*

19.02 Accumulation

All full-time, permanent part-time and part-time employees who have completed the probationary period as outlined herein will be permitted a sick leave allowance of one hundred forty-four (144) hours per year. Paid sick leave will accumulate at the rate of twelve (12) hours per month until a maximum of ninety (90) days seven hundred twenty (720) hours have been reached.

19.03 Proof of Illness

An employee may be required to produce a certificate from a qualified practitioner certifying that such employee is unable to carry out their duties due to illness, in the event that such illness endures for three (3) or more days.

19.04 Deduction from Sick Leave Credits

A deduction shall be made from accumulated sick leave of all normal working days or hours absent due to illness.

19.05 Reporting off Prior to Shift

Employees shall make every reasonable effort to give as much notice as possible prior to their shift when reporting off sick for any shifts.

19.06 Statement of Unused Sick Days

The Employer agrees to give each individual employee a statement of their unused sick leave credits by January 31st of each year.

19.07 Extended Leave Notification

Where a leave of absence for illness or any other reason is for an indefinite return date, the employee shall make every reasonable effort to give the employer two (2) weeks notice of return to work.

19.08 Pay for Employer's Request for Medical

Where an employee is required by the Employer to submit detailed medical certificates or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examinations, medical certificate forms or reports, which are not covered by medical insurance, upon a receipt being provided to the Employer from the employee.

19.09 Personal Leave

An employee who works only eight (8) hour shifts shall be permitted sixteen (16) hours per year. An employee who works twelve (12) hour shifts shall be permitted twenty-four (24) hours per year. The hours shall be deducted from the employee's sick leave.

ARTICLE 20 - BEREAVEMENT LEAVE

20.01 Entitlement for Immediate Family

Each full-time, permanent part-time, part-time employee shall be entitled to three (3) working days bereavement leave with pay, in the case of death in the immediate family of the employee. For the purpose of this clause immediate family means: Parents, Siblings, Spouse, Common-law Spouse, Child, Grandchild, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Step-Parents, Step-Siblings, Step-Children, Grandparents, or a relative or friend permanently residing in the employee's household or with whom the employee permanently resides. Should the death occur on the employee's days off, the three (3) bereavement leave days shall be granted on the next three (3) working days immediately following the days off when the death occurred. Each employee shall be entitled to six (6) working days of compassionate leave if the funeral takes place outside the Province.

20.02 Other Family Members

The Employer agrees to grant two (2) working days, for sister-in-law and brother-in-law, nieces and nephews. One (1) working day for Uncles, Aunts and Great-grandparents.

20.03 The "in-law" and "step-relative" relationships referred to Article 20 will only be considered "Immediate Family" in cases where it is a current relationship at the time the benefit is claimed.

20.04 Internment

Should the funeral or internment of a person for whom an employee is entitled to bereavement leave be held outside the period immediately following the death, the employee shall be entitled to defer all or a portion of the leave to which they are entitled, if any remains, to be taken to attend the funeral or internment provided they notify the Employer during the initial bereavement leave days.

20.05 If an Employee is on vacation or sick leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of hours to their vacation or sick leave credits.

ARTICLE 21 - WAGES

21.01 Rates of Pay

The Employer agrees that, effective April 1, 2009, all employees covered by this Agreement shall be paid in accordance with the rate of pay for each position as set out in Appendix "A", annexed hereto and forming part of this Collective Agreement.

21.02 Pay Days

Pay Days shall be every second Thursday.

21.03 Shortages/Overages Adjustment

If any employee covered by this Agreement has not received wages earned in any one period because of shortage, it shall be adjusted and paid immediately; also, any overpayment shall be adjusted likewise.

21.04 Pay for Negotiations

Employees shall suffer no loss of pay or benefits while meeting with the Employer in negotiations.

21.05 Shift Premium

All Employees shall receive a shift premium of $2.25 per hour for all regular hours worked between 1800 hours and 0600 hours.

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

21.06 Weekend Premium

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 date of ratification, and shall be applicable for all hours worked, including overtime hours worked.

21.07 Responsibility Pay

This provision shall become effective on the date of signing the collective agreement.

Where the Employer specifically, and at their 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 their regular hourly rate.

21.08 LPN Facility Pay

In the absence of management staff or a registered nurse, including a registered nurse designated to be on-call, the employer may designate an LPN to be responsible for the facility. If designated, the LPN will receive a premium of two dollars and fifty cents ($2.50) per hour for each hour worked with the designated responsibility.

No LPN in receipt of this premium will be eligible to receive the LPN responsibility pay
Any current compensation for responsibility for the facility which is greater shall be red-circled

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Leave of Absence for Union Business

Subject to the requirements of the Employer, leave of absence without pay and without loss of seniority may be arranged by mutual consent between the Employer and the employee for Union business. The Union shall be notified when such leave is granted to an employee. The Employer agrees to continue wages and benefits for all employees off on Union leave. The Employer will then bill the Local for said cost for reimbursement.

22.02 Leave for Specialist Medical Appointment or Dentist Appointment

The Employer agrees to grant employees who work only eight (8) hour shifts up to twenty-four (24) hours per year for a Specialist Medical Appointment or Dentist Appointment, which cannot be arranged outside an employee's working hours. Employees who work twelve (12) hour shifts may access up to thirty-six (36) hours under this provision. This time will be deducted from the employee's sick leave

credits based on the number of hours the employee is scheduled to work on that day. A specialist is a Medical Doctor to whom the employee is referred to by a General Practitioner.

22.03 Leave for Storm or Hazardous 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.

22.04 Compassionate Care Leave

Compassionate Care Leave shall be granted to employees in accordance with the Nova Scotia *Labour Standards Code*, R.S.N.S. 1989, c. 246, as amended.

22.05 Duty to Accommodate

It is recognized that the Employer, the Union and affected employee(s) have a duty to cooperatively and reasonably accommodate employees with disabilities as set in the *Human Rights Act* of Nova Scotia to the point of undue hardship. The employee cannot refuse a reasonable accommodation.

22.06 Domestic Violence

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

ARTICLE 23 - JOB SECURITY, RESTRICTIONS ON CONTRACTING-OUT

23.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

ARTICLE 24 - PREGNANCY / PARENTAL LEAVE

24.01 Length of Leave

Pregnancy and parental leave shall be provided without loss of service or seniority in accordance with the *Labour Standards Code*, R.S.N.S., c.246, as amended. Where leave of absence is requested for both pregnancy leave and parental leave, the leaves of absence shall be taken consecutively.

The employee shall provide the Department Head with four (4) weeks notice prior to the beginning of the pregnancy/parental leave.

In the event that the employee has commenced parental leave, and the child for which parental leave was granted is hospitalized for a period exceeding one week, the employee(s) may return to work and defer the unused portion of the leave until the child is discharged from the hospital.

Vacation credits shall accumulate while on a leave of absence for maternity leave (not parental leave) to a maximum of 17 weeks.

Employees on pregnancy leave/parental leave shall have the option to pay their respective contributions to pension and group insurance as defined in Article 31.

24.02 Medical Verification

The Employer may require medical verification of the employee's condition prior to such leave of absence and also may require further medical verification at the conclusion of the period of the leave of absence that the employee is physically able to resume normal duties upon return.

24.03 Early Leave/Return to Work

Nothing in this Agreement shall restrict the Employer from requiring a pregnant employee, prior to their confinement, to go on such leave of absence on the grounds that their physical condition while at work constitutes a hazard to herself, their fellow employees, or is interfering with their ability to perform their work, or when the duties of the position cannot reasonably be performed by a pregnant employee. Leave of absence for pregnancy shall be granted with no loss of seniority or benefits. Employees to notify the employer four (4) months before going on leave of absence and three (3) weeks before returning.

ARTICLE 25 - STRIKES AND LOCKOUTS

25.01 The Employer agrees there shall be no lockout of employees and the union agrees that there shall be no strike, walkout, slowdown or other collective action, which will stop, curtail or interfere with the operation of Richmond Villa during the term of this agreement. In the event that there is to be a legal strike, both parties agree to sit down and agree upon essential services that are to be maintained.

ARTICLE 26 - GENERAL

26.01 Acting Pay

Employees required to fill in and perform the duties of a higher classification shall receive the rate of pay for such time as they are required to fill in at the request of the employer. Should any employee be temporarily assigned to perform work in a lower classification, he shall continue to receive their normal rate of pay.

26.02 Job Orientation

The Employer agrees that a reasonable length of time will be used to properly orient any new employee in relation to fire exits, fire extinguishers, stairways or any other area of safety.

26.03 Accommodations

The Employer and the Union recognize their respective obligations to accommodate a disabled employee to the point where it is possible to do so without undue hardship. A disabled employee has a duty to cooperate and assist the Employer and the Union in developing a suitable accommodation.

26.04 Employee Assistance Program

The Employer will provide an Employee Assistance Program. Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to co-operate in informing employees that there is an Employee Assistance Program in place.

26.05 Call-Back Travel Allowance

An employee who is called back to work shall be paid twenty ($20.00) for the round trip.

26.06 Adequate Facilities

Accommodations shall be provided for employees to have their meals, in the coffee room and also accommodations will be provided for employees to keep their clothing

26.07 Appropriate Dress

Employees may choose to wear uniforms or other cool, comfortable and casual clothing as appropriate in accordance with the Richmond Villa Dress Code Policy. (e.g. sleeveless tops and walking shorts) Tank tops, crop tops, short shorts, and tight or revealing clothing are not appropriate.

26.08 Personal Loss

The Employer agrees that in a case where damage to an employee's eye glasses, contact lens, dentures, hearing aides, is done by a resident, such an incident will be brought to the attention of the CEO or their designate and the cost of repair or replacement shall be reimbursed to the employee. In order to qualify for reimbursement such damage must be reported at the time of the incident with full details provided in the incident report.

26.09 Dietary Meals

If an Employee is required to stay in the workplace for an extra shift, ~~the~~ **a** meal shall be provided at no cost to the Employee.

26.10 Banks

The Employer agrees to provide each employee, twice per year in April and September, a calculation of all sick time, vacation and holiday time accrued to date.

ARTICLE 27 - JURY DUTY OR COURT WITNESS DUTY

27.01 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as

a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 28 - HEALTH AND SAFETY

28.01 Establishment of Committee

The Union and the Employer shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

28.02 Composition of Committee

A Health and Safety Committee shall be established composed of three (3) representatives of the Union and three (3) representatives of the Employer. The Health and Safety Committee shall hold meetings as requested by the Union, or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing Health and Safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

28.03 Pay Provision

All time spent in the Committee meetings shall be considered time worked and paid by the Employer at straight time rate(s) at a minimum of 2 hours or actual time spent.

28.04 Provision of Equipment

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and protective clothing required.

28.05 Right to Refuse

An employee may exercise the right to refuse work in accordance with the Occupational Health and Safety Act.

28.06 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until they has received proper training and instruction.

28.07 First Aid Kits

A first aid kit shall be supplied to each unit of employees in appropriate locations by the employer.

28.08 All Legislation Applicable

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice and may be improved upon by agreement of the Union-Employer Health and Safety Committee or negotiations with the Union.

28.09 Safety and Health for Employee

The Employer agrees to make reasonable provisions for the safety and health of the employee. Dangerous practices and devices shall be reported to the Management and the Occupational Health and Safety Committee who will take the necessary precautions to eliminate hazards.

28.10 Workplace Violence

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 29 – WORKERS COMPENSATION

29.01 1) 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.

2) 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 NSAHO 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.

3) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.

4) 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.

5) An employee shall not accrue any other benefits while on Workers' Compensation.
6) This provision shall not apply to casual employees.

7) 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 30 - BENEFIT PACKAGE

(a) Employees shall participate in the HANS Group Benefit Solutions, Group Life, Medical Plan and Dental Plan. The Plan shall be mandatory for all employees who do not have coverage provided by a partner. Premiums for the plan shall be cost shared with the Employer paying 65% and the employees paying 35% except for dental which shall be cost shared with the Employer paying 50% and the employees playing 50%.

(b) Pension Plan

The Employer and the employees shall participate in the NSHEPP Pension Plan. The terms of the plan respecting eligibility and levels of contribution shall apply.

(c) The Parties agree that dental benefits will be made available to all permanent employees in the bargaining unit in accordance with the following:

i. Dental Benefits will be made available to permanent employees in the bargaining unit effective January 1, 2014.

ii. Subject to the eligibility requirements of the plan selected by the employer, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The employer will receive input through the Labour Management committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of dental pal by an given employer involve one comparable in benefits offered to the HANS Dental Plan and comparable in cost.

iii. Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% employee.

ARTICLE 31 - CONTINUATION OF ACQUIRED BENEFITS

31.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, as employees of the Employer, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 32 - AMALGAMATION, REGIONALIZATION & MERGER PROTECTION

32.01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

1) Employees shall be credited with all seniority rights with the new Employer.

2) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.

3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.

4) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.

5) No employee shall suffer a loss of employment as a result of merger.

6) Preference in location of employment in the merged municipality shall be on the basis of seniority.

ARTICLE 33 - EDUCATION

33.01 The following assurance will be provided in writing directly from the Department of Health:

Should the Department of Health establish minimum qualifications for PCW's in all Nursing Homes in Nova Scotia during the terms of these agreements (C.U.P.E.) any PCW who is unable to meet the qualifications shall be "grand-parented" (i.e. Retain employment at equivalent salary), provided they have been employed at least half-time for a minimum of one year.

33.02 Training

The Employer shall post any relevant training courses and experimental programs for which employees may be selected. Approval shall rest with the discretion of the Employer and will be based on available funding and operational requirements. The bulletin shall contain the following information:

Type of course (subjects and material covered)
Time, duration, and location of course
Minimum qualifications required for applicant

This bulletin shall be posted for a period of two (2) weeks, if possible, in bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

Except where the Union and the Employer have jointly agreed to an Affirmative Action Plan to redress inequities, the qualified applicant with the greatest seniority shall be selected. keeping in mind, the Employer will attempt to distribute training equitably.

Time spent in such training shall be considered to be time worked on the basis of the employee's scheduled work day.

33.03 Mandatory Courses

When an Employee is required by the Employer to attend courses or to write examinations outside of the Employee's regularly scheduled working hours, the Employee shall be compensated with time off or pay on an hour for hour basis for time spent in attendance on such courses. Furthermore, the Employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. If applicable, other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy. Wherever possible the Employer will make every effort for the presentation of the required training/education during an Employees scheduled hours of work.

33.04 Required Education

(a) The Employer shall provide and fund any Employer required training/education for an employee.

(b) Any time spent in such training or educational 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.

ARTICLE 34 – STIPENDS

34.01 In the event there is no registered nurse at work in the facility, other than the CEO, the most senior LPN on shift shall receive a premium of $1.25 per hour for all hours worked (LPN can only do what is in their scope of practice).

Letter of Understanding for head cook in dietary as in the current agreement.

ARTICLE 35 - DURATION

35.01 This Agreement shall be binding and remain in effect from November 1, 2020 to October 31, 2023, and shall continue to be in effect from year to year unless either party gives written notice to the other party of their desire to amend the Agreement to negotiate a new agreement. Such notice may be given at least sixty (60) days prior to the end of this Agreement or any renewal thereof. Within twenty (20) days after receipt of notice, both parties shall meet for the purpose of negotiating amendments to this Agreement. During the negotiation period, this Agreement shall remain in full force and effect.

35.02 Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the Employer written notice within 30 days of the signing of this Agreement.

DATED THIS 17 DAY OF August, 2023, AD.

SIGNED ON BEHALF OF:

RICHMOND HOUSING CORPORATION (RICHMOND VILLA, ST. PETER'S)	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL # 1782
	Krista Montbourquette
Neil MacKeigan	Lynn Richardson
Mac Daniel	Betty Anne Marchand

MEMORANDUM OF AGREEMENT - APPENDIX "A"

RICHMOND HOUSING CORPORATION (RICHMOND VILLA)
-and-
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1782

Note: All rates are based on 2080 hours.

				% Increase:	1.5%	% Increase:	1.5%	Wage Adjustment		% Increase:	3.0%	% Increase:	0.5%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	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.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Dietary Aide	Probationary Rate	$16.4144	$34,142	$16.6605	$34,654	$16.9104	$35,174	$17.8479	$37,124	$18.3834	$38,237	$18.4753	$38,429
Housekeeping / Laundry Aide	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

				% Increase:	1.5%	% Increase:	1.5%	% Increase:	3.0%	% Increase:	0.5%
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker 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	$39,878	$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 without certification" as per the MOA re: CCAs, signed April 5, 2022.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5% Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	% Increase: 1.5% Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Wage Adjustment Feb.10-22 Hourly Rate	Feb.10-22 Approx. Annual Rate	% Increase: 3.0% Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	% Increase: 0.5% Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Personal Care Worker	Start	$17.5621	$36,529	$17.8255	$37,077	$18.0928	$37,633	$21.4712	$44,660	$22.1153	$46,000	$22.2259	$46,230
	After 1 year	$17.9157	$37,265	$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	$18.8209	$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	$22.8130	$47,451	$23.4974	$48,875	$23.6149	$49,119
	After 4 years	$18.9633	$39,443	$19.2478	$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% Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	% Increase: 1.5% Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	% Increase: 3.0% Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	DOR Hourly Rate	DOR Approx. Annual Rate	% Increase: 0.5% Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Licensed Practical Nurse (LPN)	Start	$26.5566	$55,238	$26.9550	$56,066	$27.3593	$56,907	$28.1801	$58,615	$28.1801	$58,615	$28.3210	$58,908
	After 1 year	$27.1650	$56,503	$27.5724	$57,351	$27.9860	$58,211	$28.8256	$59,957	$28.8256	$59,957	$28.9697	$60,257
	After 2 years	$27.7520	$57,724	$28.1683	$58,590	$28.5908	$59,469	$29.4485	$61,253	$29.4485	$61,253	$29.5958	$61,559
	After 3 years	$28.5212	$59,324	$28.9490	$60,214	$29.3833	$61,117	$30.2648	$62,951	$30.2648	$62,951	$30.4161	$63,265
	After 25 years									$31.3240	$65,154	$31.4807	$65,480

***Re: 25 Year Service Salary Increment - LPNs: 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.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5% Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	% Increase: 1.5% Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	% Increase: 3.0% Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	% Increase: 0.5% Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Recreation Worker	Probationary Rate	$19.6541	$40,881	$19.9490	$41,494	$20.2482	$42,116	$20.8557	$43,380	$20.9599	$43,597
	Regular Rate	$19.9882	$41,576	$20.2881	$42,199	$20.5924	$42,832	$21.2102	$44,117	$21.3163	$44,338
Physio Aide	Probationary Rate	$19.8231	$41,232	$20.1205	$41,851	$20.4223	$42,478	$21.0349	$43,753	$21.1401	$43,971
	Regular Rate	$20.1602	$41,933	$20.4625	$42,562	$20.7694	$43,200	$21.3925	$44,496	$21.4995	$44,719
Cook	Probationary Rate	$20.7187	$43,095	$21.0294	$43,741	$21.3448	$44,397	$21.9851	$45,729	$22.0951	$45,958
	Regular Rate	$21.0704	$43,827	$21.3866	$44,484	$21.7074	$45,151	$22.3586	$46,506	$22.4704	$46,739
Maintenance I	Probationary Rate	$21.3030	$44,310	$21.6225	$44,975	$21.9468	$45,649	$22.6052	$47,019	$22.7182	$47,254
	Regular Rate	$21.6652	$45,063	$21.9901	$45,739	$22.3199	$46,425	$22.9895	$47,818	$23.1044	$48,057
Journeyman Cook	Probationary Rate	$22.6417	$47,095	$22.9814	$47,801	$23.3261	$48,518	$24.0259	$49,974	$24.1460	$50,224
	Regular Rate	$23.0267	$47,895	$23.3721	$48,614	$23.7226	$49,343	$24.4343	$50,823	$24.5565	$51,078
Maintenance Supervisor	Probationary Rate	$25.5752	$53,196	$25.9588	$53,994	$26.3482	$54,804	$27.1386	$56,448	$27.2743	$56,731
	Regular Rate	$26.0100	$54,101	$26.4001	$54,912	$26.7961	$55,736	$27.6000	$57,408	$27.7380	$57,695

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.

MEMORANDUM OF AGREEMENT - APPENDIX "B"
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 s/he 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 MINUMUM 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 she works or may choose to take voluntarily regardless of the location or service she works. 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.

LETTER OF UNDERSTANDING

Re: Journeyman Cook

Between:

Richmond Housing Corporation (Richmond Villa)

(the "Employer")

and

Canadian Union of Public Employees, Local 1782

(the "Union")

In the event that the Employer creates a Journeyman Cook position, current staff will be given the opportunity to qualify for the position by successfully completing the relevant provincial exams.

DATED THIS 17 **DAY OF** August **, 2023, AD.**

SIGNED ON BEHALF OF:

RICHMOND HOUSING CORPORATION (RICHMOND VILLA, SAINT PETER'S)	**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1782**
	Krista Kimbourgeois
Heidi MacLeod	Lynn Richardson
	Betty Anne Maclean

LETTER OF UNDERSTANDING

Sick Banks – Grandfathered Employees

Between:

Richmond Housing Corporation (Richmond Villa)

(the "Employer")

and

Canadian Union of Public Employees, Local 1782

(the "Union")

The Parties agree that Grandfathered Employees shall retain the hours they have in their sick banks as of December 31, 2011. If a Grandfathered Employee has more than 720 hours in their sick bank on December 31, 2011 they will not accumulate any further hours. When a Grandfathered Employee's sick bank drops below 720 hours they will begin to accumulate at the same rate as all other CUPE employees and the cap on their sick leave bank shall be 720 hours.

DATED THIS 17 **DAY OF** August **, 2023, AD.**

SIGNED ON BEHALF OF:

RICHMOND HOUSING CORPORATION (RICHMOND VILLA, SAINT PETER'S)	**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1782**
	Kristy Membourgeault

MEMORANDUM OF AGREEMENT

Richmond Housing Corporation (Richmond Villa)

And

Canadian Union of Public Employees, Local 1782

Objective

The objective of this "Memorandum of Agreement" (MOA) is to set forth clear guidelines between both parties as to how the Multi-task workers, used by Richmond Villa, in the event a CCA shift cannot be filled, and after overtime is called and all other options exhausted is to be used. The Multi-task (MT) worker will not be used to grant vacation, time off and/or holiday requests. All other time off requests will be reviewed on an individual basis.

Intent:

The intent of the MOA, is to cover CCA shifts when the Employer is deemed to be, by both the Employer and CUPE Local 1782, in a CCA resource crisis and not to replace CCA work with another type of classification. By signing off on this MOA, both parties agree that a resource crisis exists at the time of signing.

Process:

Multi-task workers will consist of current CUPE Local 1782 Support Services staff, employed as casual or part-time, who are not getting many hours on the Support Services Schedule. The rate of pay for the Multi-task worker will be equal to the current Dietary Aide / Housekeeping / Laundry Aide rate of pay. The call out for these shifts will be done, on weekdays by Management, and on weekends and non-business hours, by the RN in charge. The RN will call out the MT worker using the same process as the CCA call out. CCA first, CCA OT second, MT worker last. CCA call out will begin as normal at 5 am, the call out for MT workers will start at 6 am.

Each support service staff will have the option to be on the list and receive calls for shifts in the Nursing department, at their sole discretion. Once this intent is made clear and the option is accepted, the multi-task worker will continue to be subject to all other articles of the CUPE Local 1782 Collective Agreement, as per before this MOA. The Multi-task worker will take direction from the Nurse Supervisor and their duties will include, but will not be limited to, the following tasks:

- The multi-task worker when assigned to the nursing department will not be assigned tasks in other departments with the exception of emergency situations.
- In collaboration with nursing staff, helps provide residents with information on

social activities happening in the Villa and assist the residents to participate, which could include one on one interaction with residents.
- In collaboration with nursing staff, helps answer call bells and verbal requests as quickly as possible, per tasks outlined in this MOA; otherwise, alerts other appropriate nursing staff.
- At any point in time the Multi-task worker should not be left alone to cover any wing of Richmond Villa.
- In collaboration with nursing staff, helps sanitized resident equipment between uses.
- In collaboration with nursing staff, helps monitor residents at risk of elopement.
- Utilizes proper body mechanics and works in a safe manner.
- In collaboration with nursing staff, and under the supervision of licensed staff, feeds residents that are assessed at a low risk of choking. The MT worker will receive direction from the RN / LPN on a daily basis as to which residents they will feed.
- In collaboration with nursing staff, helps make residents beds.
- In collaboration with nursing staff, helps put away resident clothes.
- In collaboration with nursing staff, helps stock supplies in resident rooms.
- In collaboration with nursing staff, and only once appropriately trained in lifts and transfers, by the physio-aide, the Multi-task worker helps as the second person with residents who need mechanical lifts.
- At no time will there be two Multi-task workers performing a resident lift.
- Multi-task workers will not be able to complete resident transfers.
- The MT worker cannot perform personal care.
- The MT worker will receive orientation to the MT worker role which will include Fire training.
- The Multi-task worker will not be responsible for resident charting.

Any changes in the tasks outlined above, will need prior approval from the Director of Resident Care, Richmond Villa Senior Management, and the President and Executive of Local 1782.

Time Period:

This MOA will be in effect for a trial period of three months after date of signing and will be reviewed, after the three month trial period, to evaluate its effectiveness.

Management and CUPE Local 1782 executive will meet after three months to review the process and determine, via consensus, if the process will continue and, the acceptable timeline.

DATED THIS 17 DAY OF August, 2023, AD.

SIGNED ON BEHALF OF:

RICHMOND HOUSING CORPORATION (RICHMOND VILLA, SAINT PETER'S)	CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1782
Neil MacLeod	Lynn Richardson
	Betty Anne Marchand

MEMORANDUM OF AGREEMENT

Richmond Housing Corporation (Richmond Villa)

And

Canadian Union of Public Employees, Local 1782

Diversity, Equity and Inclusion in the Workplace Committee

In order to help achieve the goals of diversity, equity and inclusion 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 of the Union (from a variety of CUPE bargaining units in Long Term Care, one of whom shall be the chair of 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 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 preventing or addressing discrimination and achieving the goals of diversity, equity and inclusion 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 in the workplace.

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

DATED THIS 17 **DAY OF** August **, 2023, AD.**

SIGNED ON BEHALF OF:

RICHMOND HOUSING CORPORATION (RICHMOND VILLA, SAINT PETER'S)

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1782