

**COLLECTIVE AGREEMENT**

**BETWEEN**

**NORTH QUEEN'S NURSING HOME, INCORP.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL NO. 2997**

**Effective: November 1, 2020 -- October 31, 2023**

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**THIS AGREEMENT** made and entered into the       day of       , A.D., **2023**.

**BETWEEN:**

**NORTH QUEENS NURSING HOME CORP.**

In the County of Queen's, Province of Nova Scotia,  
(hereinafter referred to as the "Employer")

**PARTY OF THE FIRST PART**

**- AND -**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

(hereinafter referred to as "the Union")

**PARTY OF THE SECOND PART**

**ARTICLE 1 - PURPOSE**

**1.01       WHEREAS** the primary purpose and concern of the Employer is to provide a high quality of service to the residents through the staff;

**AND WHEREAS** it is clearly understood that at all times and under all circumstances the primary, chief and main consideration is the welfare of the residents;

**AND WHEREAS** in the implementation of this Agreement due consideration has been given to the interest of all parties directly or indirectly affected or concerned;

**AND WHEREAS** it is the purpose of both parties to this Agreement:

- 1.    To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.**
- 2.    To encourage efficiency in operations.**
- 3.    To promote the morale, well being and security of all employees in the Bargaining Unit of the Union.**

**1.02       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 a collective agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01        The Union recognizes and acknowledges that the Employer retains, solely and exclusively, all rights to manage the Home and to direct its working forces except to the extent that such rights are expressly abridged by the specific articles of this Agreement. The Employer shall exercise its rights in a fair and reasonable manner.

## **ARTICLE 3 - RECOGNITION, NEGOTIATIONS AND DEFINITIONS**

- 3.01        The Employer recognizes the Canadian Union of Public Employees and its Local 2997 as the sole and exclusive collective bargaining agent for its employees at North Queen's Nursing Home Incorp., Queen's County, Nova Scotia, but excluding Registered Nurses, Administrator, Office Employees, Foreman, and those equivalent to the rank of Department Head and above, and those excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*, and hereby agrees to negotiate with the Union, or any of its authorized committees, in accordance with Section 32 of the *Trade Union Act*, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02        This Collective Agreement is fully applicable to all full-time and part-time employees as outlined in Article 3.03.
- 3.03        1)     A **full-time employee** means one who is regularly scheduled to work in a permanent position, and who works the prescribed hours specified in Article 17.01.
- 2)     **Part-time employee** means one who is employed on a regularly scheduled basis, but who works less than the hours scheduled for a full-time employee. Part-time employees shall be entitled to the benefits of this Agreement on a pro rata basis.
- 3)     **Casual employee** means one who is on an "on call" basis when full-time, part-time employees are not available. The provisions of this Collective Agreement do not apply to casual employees. Any casual employee who temporarily fills a bargaining unit position for a period in excess of the probationary period shall become a bargaining unit employee with full rights and benefits of the Collective Agreement while temporarily filling the position. Upon ceasing to fill the position, the employee status reverts back to casual and the employee is no longer a member of the Union. Casual employees shall not accumulate seniority.
- 4)     **Probationary Employee** is an employee who has not completed

three hundred and sixty (360) hours of work. This probationary period may be extended to four hundred and eighty (480) hours worked at the discretion of the Employer. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

A probationary employee may be terminated at any time during that period at the sole discretion of the Employer and in accordance with Article 4.01. After successful completion of the probationary period, seniority shall be effective from the original date of employment. A probationary employee shall have Union dues deducted while working the probationary period.

- 3.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge by reason of age, race, religion, national origin, political affiliation or activity (provided the activity does not occur on the Employer's premises), sex, marital status or physical handicap, provided the individual is capable of doing the duties required on the job, nor by reason of his membership or activity in the Union or any other grounds under the *Human Rights Act* except as authorized under the Act.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01 All employees of the Employer, 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. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union after successfully completing the probationary period.

#### **ARTICLE 6 - EMPLOYER WILL ACQUAINT NEW EMPLOYEES**

- 6.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

## **ARTICLE 7 - CHECK-OFF OF UNION DUES**

- 7.01 The Employer shall deduct from each employee all dues, initiation fees or assessments levied by the Union on its members.
- 7.02 Dues shall be deducted from each bargaining unit employee bi-weekly and shall be based on 1.5% of regular earnings. The Article shall be effective on the first dues deduction date after the signing of the collective agreement.
- 7.03 Dues deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario, K1G 0Z7, not later than the 20th day of each month accompanied by a list of names from whose earnings the deductions have been made, and the number of hours worked in the previous month. This list shall be sent to the Union no later than the 20<sup>th</sup> day of each month.
- 7.04 At the same time Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each employee in the previous year.
- 7.05 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-time, temporary, casual)

To ensure accurate information, all Employees shall annually and no later than March 31<sup>st</sup> 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 8 - CORRESPONDENCE**

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the Recording Secretary, or President of Local 2997, CUPE. The Employer will be informed of any changes that may occur from time to time.

## **ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

- 9.01 A Labour Management Committee shall be established consisting of not less than two (2) representatives of the Union, and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interest of improved service to the Residents and job security for the employees.
- 9.02 The Committee shall concern itself with the following general matters:
- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
  - 2) Improving and extending service to the Residents;
  - 3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
  - 4) Correcting conditions causing grievances and misunderstandings;
  - 5) Other matters of mutual concern.
- The Parties agree to advance notification in writing of the matters they wish to discuss at any meeting, however, other matters of concern to the Committee may be discussed.
- 9.03 The Committee shall meet at least twice each year. Such meetings may be called by either party. Meetings may be held as mutually agreed upon. Employees shall not suffer any loss of pay or benefits for time spent with the Committee.
- 9.04 An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over the meetings.
- 9.05 Minutes of each meeting of the Committee shall be prepared by the Employer and shall be distributed to the members of the Committee within two (2) weeks.
- 9.06 The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions and conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.



## **ARTICLE 10 - BARGAINING RELATIONS**

- 10.01 A Union bargaining committee shall be appointed and consist of not more than four (4) members of the Union. The Union shall advise the Employer of the Union nominees to the Committee.
- 10.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of any disputes or misunderstandings provided that permission has been requested from the Administrator.
- 10.03 Any representative of the Union on the bargaining committee who is in the employ of the Employer shall have the right to attend negotiating sessions held within working hours without loss of remuneration or benefits.
- 10.04 The Employer shall make available to the Union on request, information required by the Union, such as job descriptions' positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans, and all other non-confidential information required for collective bargaining purposes, provided that such information is in the possession of the Employer.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Grievance Committee and the Union stewards. The stewards shall assist any employee he represents, in preparing and in presenting his grievances in accordance with the grievance procedure. There shall be a maximum of three (3) stewards in the grievance committee.
- 11.02 The Union shall notify the Employer in writing of the name of each steward and the department(s) he represents, before the Employer shall be required to recognize them.
- The Union shall supply the Employer with the names of its officers and the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 11.03 In order that the work of the Employer shall not be unreasonably interrupted, no steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

11.04 Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement had been violated, or should any other dispute arise, such dispute shall be settled without interruption of the Employer's business where possible.

11.05 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The employee, together with their Shop Steward, shall discuss the matter complained of with the employee's immediate supervisor within five (5) working days of the initial occurrence of the event giving rise to the grievance. The supervisor shall render a decision within five (5) working days of hearing the matter.

Step 2

Failing satisfactory settlement in Step 1, the grievance shall be presented in written form to the supervisor within five (5) working days of receipt of the supervisor's decision in Step 1. The supervisor shall render a decision in writing within five (5) working days.

Step 3

Failing satisfactory settlement in Step 2, the grievance shall be submitted in written form to the Administrator within five (5) working days, who shall render a decision in writing within five (5) working days after it has been submitted.

Step 4

Failing satisfactory settlement being reached in Step 3, the Union may, within fifteen (15) working days from the day the Administrator rendered his decision, refer the dispute to Arbitration.

11.06 Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union or the Employer has a grievance, Steps 1 and 2 of this Article may be by-passed.

11.07 Replies to grievance shall be in writing at all stages after Step 1

11.08 The Employer shall supply the necessary facilities for the grievance meetings.

- 11.09 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 11.10 In cases of dismissal, if the Arbitrator finds that an employee has been unjustly suspended or discharged, it shall make an order restoring the employee, all rights and benefits provided by this Agreement or some other resolution which it deems just and equitable.
- 11.11 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in the grievance and arbitration process.

## **ARTICLE 12 - ARBITRATION**

- 12.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or personal delivery, addressed to the other party of the Agreement, indicating the name of a single Arbitrator. The Union and the Employer shall attempt to agree on the appointment of the Arbitrator and if they are unable to agree within twenty (20) working days, either party may request that the Minister of Labour appoint the Arbitrator.
- 12.02 The Arbitrator shall determine their own procedure within the terms of this Agreement and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and render a decision within two (2) calendar weeks from the time the Chairperson is appointed, or within such longer time as may be mutually agreed upon.
- 12.03 The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, they shall have the power to dispose of a grievance by an arrangement which they deem just and equitable as long as it does not conflict with the provisions of the Agreement.
- 12.04 Should the parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene to clarify the decision which they shall do within one (1) week.
- 12.05 To the extent that such fees and expenses are not shared by the Department of Labour and Workforce Development, each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.
- 12.06 The time limits in this Agreement in both the grievance and arbitration

procedure are mandatory, but may be extended by mutual agreement.

- 12.07 At any stage of the grievance/arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses they feel are required.
- 12.08 For Article 11, Grievance Procedure and Article 12, Arbitration, working days shall be deemed to be all days of the week except Saturdays, Sundays and statutory holidays.

### **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 13.01 An employee who has completed their probationary period may be dismissed but only for just cause and only on the authority of the Employer. When an employee is discharged or suspended, they shall be given the reason for such discharge or suspension promptly in writing by the Employer. Copy to be forwarded to the Union.
- 13.02 An employee who considers that they have been wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- 13.03 Whenever the Employer or their authorized agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall within two (2) calendar weeks thereafter, give written particulars of such censure to the employee involved, with a copy to the President or designate of the Union.
- 13.04 The record of an employee, including letters of reprimand or any adverse reports, shall not be used against the employee at any time after eighteen (18) months following a suspension or disciplinary action, except in the case of physical, verbal or psychological abuse of a resident or staff member.
- 13.05 In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In subsequent grievance/arbitration hearings, evidence shall be limited to the grounds stated in the discharge or discipline notice(s) to the employee.
- 13.06 An employee shall have the right to review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. Upon providing three (3) business days' notice, an employee shall have the right during normal office hours to have access to and review their personnel file in the presence of a

Manager and shall have the right to make copies of anything contained within the file at the Employer's expense.

- 13.07      (a)      At any time when the Employer requires a meeting for the purpose of interviewing an employee pertaining to an incident that could lead to discipline, the employee will be notified of their right to be accompanied at that meeting by a Union representative.
- (b)      At any meeting, the purpose of which is the imposing of discipline of an employee, the employee will be notified of their right to be accompanied at that meeting by a Union representative.

#### **ARTICLE 14 - SENIORITY**

- 14.01      "Seniority" is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, recall and reduction of the work force. Seniority shall operate on a bargaining-unit wide basis. In the case of vacations, seniority shall operate on a classification basis where necessary.
- 14.02      The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. Upon presentation of proof of error by an employee, or the Union, or the Employer, such error shall be corrected.
- 14.03      An employee shall not lose seniority rights and employment if they are absent from work because of sickness, disability, accident, lay-off or leave of absence of less than ninety (90) days approved by the Employer. An employee shall only lose their seniority and employment in the event:
- 1)      They voluntarily leaves the service of the Employer;
  - 2)      They resign in writing and does not withdraw the resignation within forty-eight (48) hours.
  - 3)      They are discharged for just cause and is not reinstated;
  - 4)      They are absent from work for more than one (1) calendar week without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;
  - 5)      They are laid off for a period of one (1) year or more;
  - 6)      They fail to return to work within one (1) calendar week following a lay-off and

after being notified by registered mail to do so, unless through sickness and notice of such sickness is given to the Administrator before the expiration of one (1) calendar week aforesaid. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work;

7) They retire for any reason.

14.04 (a) No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to 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. If such an employee later returns to the bargaining unit, they shall be placed in a job consistent with their seniority in the bargaining unit. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

(b) An employee who accepts a transfer to a position outside the bargaining unit shall lose all seniority rights at the conclusion of one year outside the bargaining unit. Any bargaining unit position, which has been posted as a temporary position during the one-year period, would be posted in accordance with the collective agreement. Any employee who accepts a transfer outside the bargaining unit and remains outside the bargaining unit in excess of one year and subsequently is awarded a bargaining unit position shall return as a new employee.

## **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

15.01 When a vacancy occurs or a new position is created either inside or outside of the bargaining unit, the Employer shall send a copy of the job posting to the Union and post notice of the position on all bulletin boards for a minimum of one (1) calendar week, so that all members will know about the vacancy or new position.

15.02 Such notice shall contain the following information: Nature of position, qualification, and education required, wage or salary rate, full-time equivalency, and shift length, which may be subject to change at the discretion of the Employer. Such qualifications may not be established in an arbitrary or discriminatory manner.

15.03 No application received from outside advertisements for any vacancy shall be processed until the applications of present employees have been fully processed. The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made. Such

temporary appointments shall not exceed three (3) weeks.

- 15.04 Where ability, skills and qualifications are similar, promotions to a higher classification shall be determined on the basis of seniority of the employees concerned.
- 15.05 The successful applicant from within the bargaining unit shall be placed on trial for a period of three hundred and sixty (360) hours worked. Conditional upon satisfactory service, the employee shall be declared permanent after the period of three hundred and sixty (360) hours worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification or if the employee wishes to return to their former position, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employees promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.
- 15.06 Consideration for promotion will be given to applicants from the bargaining unit who do not possess the required qualifications, but who are preparing for qualifications prior to filling the vacancy. If such an applicant is chosen for the promotion, he may be given a trial period to qualify.
- 15.07 The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and termination of employment of bargaining unit members.
- 15.08 In accordance with Article 21.09, an employee, unable through injury or illness, to perform their normal duties, shall be provided with alternate suitable employment, provided that such employment is available.
- 15.09 An employee who, through advancing years, is unable to perform their normal duties, shall be provided with alternate suitable employment, provided that such employment is available.
- 15.10 The Employer agrees to the principle of on-the-job training so that employees shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising, provided affordable training is available.
- 15.11 The Employer shall bulletin any training courses and experimental programs for employees. The bulletin shall contain the following information:
- 1) Type of course (subject and materials to be covered)
  - 2) Time, duration and location of the course

3) Basic minimum qualifications required for applicants.

This bulletin shall be posted as early as possible on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

15.12 Whenever the Employer approves a leave of absence in excess of sixty (60) days the vacancy shall be posted in accordance with Article 15.01 and shall be filled within thirty (30) days.

15.13 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 - LAY-OFFS, RECALLS, AND REDUCTION OF THE WORK FORCE**

16.01 Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off two (2) calendar weeks prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

16.02 Both parties recognize that job security shall increase in proportion to length of service.

16.03 No new employees shall be hired until those laid off have been given an opportunity of recall subject to the ability and qualifications to do the job.

16.04 In the event of a lay-off or reduction of the work force, employees with the least seniority shall be laid off or reduced first, subject to ability, skills and qualifications to do the job.



- 16.05 In the event of a recall, employees with the most seniority shall be recalled first, subject to the ability, skills and qualifications to do the job.

#### **ARTICLE 17 - HOURS OF WORK**

- 17.01 The normal hours of work for full-time employees shall be eighty (80) hours in a fourteen (14) day period. Daily shifts shall be composed of eight (8) hours, inclusive of a thirty (30) minute designated meal period and two (2) fifteen (15) minute designated rest periods.
- 17.02 All employees covered in this Agreement shall receive two (2) consecutive days off each week unless it has been agreed otherwise between the Employer and the individual employee.
- 17.03 Where possible, days off will be planned in such a way so that the employees may receive week-ends off in rotation.
- 17.04 Every attempt will be made to schedule in such a way that there will be sixteen (16) hours rest between shifts. No employee shall be obligated to work a split shift except where they agree to do so.
- 17.05 The work schedule for full-time and part-time employees shall be posted in an appropriate place at least two (2) calendar weeks in advance. Such postings shall be made at least three (3) calendar weeks prior to Christmas Day. Shift schedules, once posted, (as they pertain to full time employees) shall not be arbitrarily changed unless requested by the employee, or by mutual agreement between the employee concerned and their immediate supervisor.
- 17.06 Operational requirements permitting, employees in the same classification may exchange shifts with the approval of the Employer. The employee shall request the shift change at least two (2) business days in advance, except in the case of an emergency. This Article shall also apply to facilitate time off requests that are received after the posting of the work schedule.

#### **ARTICLE 18 - OVERTIME**

- 18.01 Time and one half shall be paid for any hours in excess of:
- a) Eight (8) consecutive hours in one day;
  - b) Eighty (80) hours in a fourteen day pay period.

Time and one-half (1½) shall also be paid when an employee has less than eight (8) hours off between shifts.

- 18.02 Time and one-half (1½) shall be paid for all hours worked on a statutory holiday listed in this Agreement when an employee was not scheduled to work.
- 18.03 An employee required to return to duty (call back) shall receive four (4) hours pay at the employee's prevailing rate whether or not the employee continues to be employed for a four (4) hour period. If such call back extends beyond the four (4) hour period, all time worked shall be paid for at the rate of double time.
- 18.04 Instead of cash payments for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to between the Employer and the employee. Where time off with pay in lieu of overtime hours worked has not been taken within sixty (60) days of the date on which the overtime was worked, compensation for overtime shall be paid.
- 18.05 Except in emergency situations, overtime shall be on a voluntary basis, and shall be offered to employees in seniority order who are willing and qualified to perform the available work. No employee shall be required to work overtime against their wishes when other employees are available and capable of performing the required work. If no qualified employees are available to perform the required work, the most qualified junior employee will be required to perform the work. *Except in emergency situations*, no employee will be mandated to work/stay at the workplace more than twice in a pay period.
- 18.06 The process used for overtime allocation shall be reviewed as needed at the Labour Management meetings by the Committee.

#### **ARTICLE 19 - PAID HOLIDAYS**

- 19.01 All employees covered by this Agreement shall be granted the following paid holidays:

Heritage Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	New Year's Day
Labour Day	

and any other day declared or proclaimed as a holiday by the Federal or Provincial Governments.

- 19.02 In the event any of the above holidays fall on an employee's day off, an additional day off shall be granted by the Employer. Such additional day shall be taken by mutual agreement of the employee and the Employer or added to the annual vacation period.
- 19.03 A full-time employee who works on one of the above named holidays shall be paid time and one-half (1 1/2) for all hours worked on the holiday plus eight (8) hours off with pay at a time mutually agreed upon between the Employer and the employee. A part-time employee who works on one of the above named holidays shall be paid time and one-half (1 1/2) for all hours worked on the holiday plus shall receive hours off with pay on a pro-rata basis. If the employee concerned has not received such day off within a six (6) month period, the Employer shall pay the employee for the day owing.
- 19.04 The Employer shall use its best efforts to schedule employees to have either Christmas Day or New Year's Day off (on a rotational basis) each year.

#### **ARTICLE 20 - VACATIONS**

- 20.01 An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:
- |  |   |
|--|---|
| Less than one (1) year's service                     | 1 1/4 days for each month of employment |
| One (1) year but less than ten (10) years of service | 15 working days                         |
| Ten (10) years or more of service                    | 20 working days                         |
- If a paid holiday falls in or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the employee.
- 20.02 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, prior to termination.
- 20.03 Vacation schedules shall be posted by June 1st of each year provided the employees preference is requested by May 1<sup>st</sup> and shall not be changed without the consent of the affected employees. An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

- 20.04 Vacations requested during the months of July and August, inclusive of the Labour Day weekend, shall be granted first on the basis of seniority among those employees who apply for vacation during that period. Requests for vacation in this period shall not exceed a period of up to two (2) consecutive weeks.
- 20.05 Vacation leave of not more than five (5) days may, with the consent of the Employer, be carried over to the following year. Requests for vacation carryover must be made in writing not later than March 1<sup>st</sup> of the year in which the vacation is earned. If the carried over vacation days are not taken by the end of following year they shall be paid out.
- 20.06 The vacation year shall be the same as the fiscal year.
- 20.07 Where an employee qualified for bereavement leave during vacation, there shall be no deduction from vacation credits for such absence.
- 20.08 Subject to the operational requirements of the service, the Employer shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Employer is unable to comply with the employee's written request, the immediate management supervisor shall:
- (a) Give the reason for disapproval; and
  - (b) Make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.
- 20.09 If an employee is called into work on a scheduled vacation day, they shall be paid time and one-half (1.5) for the hours worked that day and the vacation hours that are not used that day will be credited back to the employee's vacation bank.

## **ARTICLE 21 - SICK LEAVE**

- 21.01 "Sick leave" means the period of time an employee is absent from work with full pay and unable to perform the duties of her position by virtue of being sick or disabled or exposed to a contagious disease, or because of an accident for which compensation is not payable under the Worker's Compensation Act and while the employee has accumulated sick leave credits. Employees who do not have sick leave credits may apply for a leave of absence in accordance with Article 22.
- 21.02 All employees covered by this Agreement after completing the probationary

period, but retroactive to the date of employment shall accumulate sick leave at the rate of twelve (12) hours per month with accumulation to one thousand (1000) hours.

- 21.03 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Holidays) absent for sick leave.
- 21.04 An employee claiming entitlement to sick leave may be required to produce a doctor's certificate for illness in excess of three (3) continuous working days. If such medical certificate is not produced within one (1) week, the employee shall have no claim.
- 21.05 In any case of absence of an employee due to sickness, the matter shall be reported to the Department Head or designate. Where it is an A.M. shift the report shall be made at least two (2) hours prior to the time that such employee's shift commences, and where it is the P.M. shift, at least three (3) hours prior to the time that such employee's shift commences.
- 21.06 Where such sick leave is in excess of six (6) weeks, the employee shall give the Employer two (2) weeks notice of their return.
- 21.07 Fraudulently applying for and obtaining sick leave shall be cause for discipline by the Employer.
- 21.08 In order to be compensated within the payroll period in which sick leave is claimed, an employee shall notify their manager of their sick leave claim prior to 8:00 a.m. on the day payroll is submitted.
- 21.09 Duty to Accommodate

The Employer and the Union have a duty to accommodate a disabled employee to the point of undue hardship and are obligated to consider employment opportunities that meet the employee's capabilities as established through sufficient medical evidence. A disabled employee has a duty to co-operate and assist the Union and the Employer in the accommodation process.

## **ARTICLE 22 - LEAVE OF ABSENCE**

- 22.01 The Employer may grant a leave of absence without pay and without loss of seniority to a maximum of six (6) months to an employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. If working conditions permit, leaves of absence without pay and without loss of seniority shall be granted in excess of six (6)

months where such leaves are for good and sufficient cause. Requests for such leaves of absence shall be submitted in writing to the Employer.

22.02 An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits, to write examinations to upgrade their employment qualifications, provided prior approval has been received from the Administrator.

22.03 In the event that an employee receives a Leave of Absence to pursue other employment seniority will not accumulate.

22.04 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in dealings with the Employer provided permission has been obtained from their supervisor.

22.05 The Employer agrees to paid leave for union business for employees elected or appointed to attend seminars, workshops, conventions, or labour conferences, provided that not more than three (3) employees may attend any seminar, workshop, convention or labour conference at any one time, subject to operational requirements and provided that at any one time there shall be no more than two (2) employees granted leave from the same department. The paid leave shall not total more than two (2) weeks wages for all the employees involved in any one year. The Union shall reimburse the Employer within thirty (30) days of receipt of the Employer's invoice.

22.06 Time spent by an employee required by subpoena to serve as a court witness in any matter arising out of his employment shall be considered time worked at the regular rate of pay.

22.07 The Employer shall grant leave of absence without loss of seniority and benefits to an employee who is required to attend for jury selection or who serves as juror or witness in any court legal matter as a result of their employment. The Employer shall pay such an employee the difference between normal earnings and the payment received for the time required to be present for jury selection, jury service or court witness as described above and the amount of pay received. When an employee is dismissed from the jury selection process, completes jury service, or completed witness testimony, the employee will attempt to contact their immediate supervisor and attempt to return to work at a reasonable and mutually agreed time.

22.08 Preventative Medical/Dental and Family Illness

Employees may be granted leave, debited against available sick leave credits, to

- (a) engage in preventative medical or dental care which cannot be arranged outside the employee's scheduled shift, or
- (b) attend to the illness of an employee's spouse, common-law spouse or same-sex partner previously identified to the Employer, child or parent when no one other than the employee can provide for the needs of the ill family member. The purpose of this leave shall be to permit the employee to attend to urgent and unforeseen situations and make such arrangements as are necessary to enable the employee to return to work.

Employees shall inform their immediate supervisor as far in advance as possible when they become aware of the need for leave pursuant to paragraph (a) and shall give as much notice as reasonably possible of the need to attend to a situation in paragraph (b).

The employee's immediate supervisor may require proof of the need for leave pursuant to this Article.

Total leave granted pursuant to paragraphs (a) and (b) shall not exceed twenty-four (24) hours in a calendar year for full time employees (pro-rated for part-time employees.)

Leave granted pursuant to this Article shall not be cumulative from year to year.

## 22.09

### Leave for Storm Conditions

It is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled and to give reasonable notice to their supervisor when conditions are present which will cause the Employee to be late or prevented from arriving at work due to a storm. 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.

22.10 Domestic Violence Leave

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

**ARTICLE 23 - BEREAVEMENT LEAVE**

- 23.01 Should a death occur in an employee's immediate family (spouse, parent, step parent, children, brother, sister, grandparents, grandchildren, common-law spouse) such employee shall be granted bereavement leave with pay and benefits for a period not to exceed five (5) consecutive days to the extent that any or all of these days are normal working days. Bereavement leave shall begin at midnight following the death.
- 23.02 Should a death occur to an employee's foster parent, foster child who is currently living in the same household as the employee, father-in-law, mother-in-law, brother-in-law or sister-in-law such employee shall be granted bereavement leave with pay and benefits not to exceed two (2) days to the extent that any or all of these days (one (1) day shall be the day of the funeral) are normal working days. Bereavement leave shall begin at midnight following the death.
- 23.03 Should a death occur to an employee's aunt, uncle, nephew or niece, such employee shall be granted bereavement leave with pay and benefits not to exceed one (1) day to the extent that the day is a normal working day and the employee attends the funeral.
- 23.04 An employee shall be granted two (2) additional days of bereavement leave with pay if a member of their immediate family is buried outside the Province, and the employee attends the funeral and such additional leave is required for reasonable travel to and from the funeral.
- 23.05 If a death occurs for which bereavement leave is provided under this Article, and the employee has scheduled vacation days during the bereavement period, bereavement leave shall be substituted for the scheduled vacation days.
- 23.06 The "step" and "in-law" relationships referred to in the Article must be current at the time the leave is requested.
- 23.07 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 their 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.

#### **ARTICLE 24 - PREGNANCY, PARENTAL AND ADOPTION LEAVE**

- 24.01 All employees shall be provided Pregnancy, Parental and Adoption Leave in accordance with Section 59 of the Nova Scotia Labour Standards Code.
- 24.02 While on pregnancy leave an employee shall continue to accumulate their seniority.

#### **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

- 25.01 The Employer shall pay employees every second (2<sup>nd</sup>) Thursday in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, current vacation credits and current sick leave credits and other supplementary pay and deductions.
- 25.02 Employees shall receive equal pay for equal work, regardless of sex.
- 25.03 The Employer and employee are required to give at least two (2) weeks notice to one another, as the case may be, before termination of employment.
- 25.04 Any errors or shortages in employee's pay check shall be adjusted and paid on pay day if possible and in all cases within three (3) business days.
- 25.05 Any employee covered by this Agreement who is temporarily assigned by the Employer to another classification listed in Appendix "A" annexed hereto 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 while so employed. Where the higher position is outside of the bargaining unit, they shall receive a minimum increase of 15%. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer. 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 of pay for such employee's regular position, shall receive their regular rate of pay while so employed and at the rate of pay for the temporary assignment.
- 25.06 The Employer shall draft and make available a job description for each classification in the bargaining unit.
- 25.07 When a new classification, which is not set out in Appendix "A", is created

during the term of this Agreement, the Employer and the Union shall meet to discuss the new classification. The rate of pay shall be subject to negotiations between the Employer and the Union.

**25.08      Shift Premium**

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 May 8, 2023 and shall be applicable to all hours worked, including overtime hours worked.

**25.09      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 May 8, 2023 and shall be applicable for all hours worked, including overtime hours worked.

**25.10      Responsibility Pay**

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 (\$5.60) per eight hour shift (pro rated for a shift of more or less than 8 hours) in addition to their regular hourly pay.

**25.11      Daylight Saving Time**

The changing of daylight saving time to standard time, or vice versa, shall not result in Employees being paid more or less than their normal scheduled daily hours.

**25.12      LPN Facility Pay**

In the absence of management staff or a registered nurse, including a registered nurse designated to 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\***

**25.13      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.

**ARTICLE 26 - EMPLOYEE BENEFITS**

**26.01      Both the group medical and life insurance plans are compulsory for all full-time employees and qualifying part-time employees. An employee may opt out of the medical plan where that employee is otherwise covered by an alternate plan.**

The Employer shall continue to cost-share premiums for coverage under the existing group health benefit plan with those employees who are covered by the plan. Effective on the date of signing this Agreement, the Employer shall pay 65% of the premium and employees shall pay 35% of the premium.

This provision for a sixty-five thirty-five (65-35) cost sharing formula shall not apply to premiums for any plan for AD&D, life insurance, dental coverage, LTD or any other benefit plan other than the group health benefit plan in existence at the time of signing this Agreement. The premiums for AD&D, life insurance and dental shall continue to be cost shared fifty-fifty (50-50) between the Employer and the employee.

**26.02      When an employee covered by this Agreement is absent from work by reason of incapacity due to an accident occurring while on duty and an award is made by the Workers' Compensation Board of Nova Scotia, the periods of time such employee is so absent from work and receiving compensation shall not be classified as sick leave except as provided in Article 27.**

**ARTICLE 27 – WORKERS' COMPENSATION**

**27.01 (1)      This provision shall become effective on the date of signing.**

**(2)      This provision shall not apply to casual employees.**

**(3)      This provision shall replace any existing provisions for Workers' Compensation.**

- (4) 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.
- (5) 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 NSHEPP 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.
- (6) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (7) 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.
- (8) An employee shall not accrue any other benefits while on Workers' Compensation.
- (9) 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 workplace unless the employee continues to receive WCB benefits for the time worked.

## **ARTICLE 28 - SAFETY AND HEALTH**

- 28.01 The Union and the Employer shall co-operate through the Occupational Health and Safety Committee and shall govern themselves according to the *Occupational Health and Safety Act*.
- 28.02 Employees working in unsanitary or dangerous jobs shall be supplied with all the necessary safety equipment and protective clothing.
- 28.03 All employees shall be covered by the *Occupational Health and Safety Act*.
- 28.04 The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate action to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

## **ARTICLE 29 - GENERAL CONDITIONS**

### **29.01 Bulletin Board**

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it, and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **29.02 Vehicle Use For Employer's Business**

Any employee who uses their vehicle on behalf of the Employer shall receive a mileage allowance equivalent to the funded rate, when required by the Employer.

### **29.03 Required Education and Training Courses**

- (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.

- (e) Where a training course is equally significant to the job of two (2) or more employees, the senior applicant will be selected unless the senior applicant has previously attended the course. Exceptions may be made with the mutual agreement of the parties.
- (f) If any course or training is cancelled, the employee previously scheduled to attend the education or training shall contact the department manager to reach mutually agreeable arrangements on return to work or the use of lieu time or vacation for the outstanding hours.

### **ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS**

- 30.01 All provisions of the Agreement are subject to applicable laws, now or hereafter in effect. If any law now existing or hereafter enacted or proclamation of regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

### **ARTICLE 31 - NO STRIKE AND NO LOCKOUT**

- 31.01 The Union agrees that there shall be no strike during the term of this Agreement, and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Trade Union Act*.

### **ARTICLE 32 - JOB SECURITY**

- 32.01 (1) The Employer shall not contract out work of the bargaining unit, if to do so, would cause undue or unnecessary hardship for members of the bargaining unit. No bargaining unit members shall be terminated, laid off from employment, or have their hours of work reduced as a result of the employer contracting out.
- (2) Notwithstanding any other provision of this Collective Agreement, any alleged breach of this clause, if arbitrated, shall be arbitrated in accordance with Article 12.

### **ARTICLE 33 - DURATION AND TERMINATION OF AGREEMENT**

- 33.01 (a) This Agreement shall be in full force and effect for the period commencing November 1, 2020, and ending October 31, 2023, and 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.
- (b) Wages for all employees shall be retroactive to November 1, 2020, or the date of hire, if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon giving the Employer notice within 30 days of the signing of this Agreement.

### **ARTICLE 34 - BENEFIT AND BINDING**

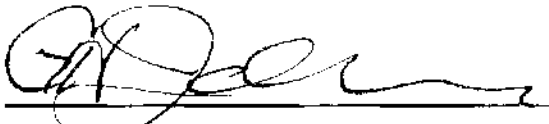
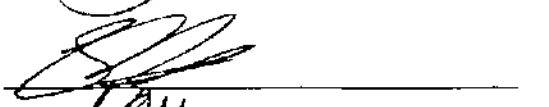
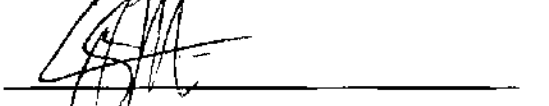
- 34.01 This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

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

**DATED AT** Caledonia, N.S. THIS 29 DAY OF June, 2023.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF;**

**NORTH QUEEN'S NURSING  
HOME INCORP.**

  
  
  
Alex Gault

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2997**

Becky Weare  
Cora Ryan  
Wendy MacNeill

WITNESS

Ricardo Canning

WITNESS

J. Louise Fancey



## APPENDIX "A"

				% 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
General Worker	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
Environmental Services Worker Dietary Worker	Regular Rate	\$16.6983	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048

				% Increase: 3.5%		% Increase: 3.5%	
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
Personal Care Worker (PCW I) (without Course)	Start	\$17.2220	\$35,821	\$17.4801	\$36,359	\$17.7423	\$36,904
	After 1 year	\$17.5696	\$36,544.4	\$17.8330	\$37,093	\$18.1005	\$37,649
Employees who were hired prior to November 1, 2006 will be placed on the After 4 year rate	After 2 years	\$17.9160	\$37,264.6	\$18.1844	\$37,824	\$18.4572	\$38,391
	After 3 years	\$18.2560	\$37,972.3	\$18.5297	\$38,542	\$18.8077	\$39,120
	After 4 years	\$18.5968	\$38,682.4	\$18.8763	\$39,263	\$19.1594	\$39,852

\*Note: this wage scale was discontinued, effective Feb. 10, 2022, as per the MOA re: CCAs, signed March 28, 2022 and appears in this wage appendix for retroactivity purposes, only.

				% 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 (PCW I) (without course)	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 (PCW I) (without course)" as per the MOA re: CCAs, signed March 28, 2022.

				% 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	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 (CCA)/ Personal Care Worker (PCW II) (with course)	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	\$21.9095	\$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	\$19.2476	\$40,035	\$19.5364	\$40,636	\$23.2784	\$48,419	\$23.9767	\$49,872	\$24.0966	\$50,121

				% 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	May.08-23 Hourly Rate	May.08-23 Approx Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx Annual Rate
Licensed Practical Nurse (LPN)	Start	\$26.5566	\$55,238	\$26.9551	\$56,067	\$27.3594	\$56,908	\$28.1802	\$58,615	\$28.1802	\$58,615	\$28.3211	\$58,908
	After 1 year	\$27.1650	\$56,503	\$27.5724	\$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 May 8, 2023, 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.

				1.5% Increase		1.5% Increase		1.0% Increase		0.5% Increase	
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
<b>Recreation Programmer (without training)</b>	Probationary Rate	\$18.1245	\$37,698	\$18.3961	\$38,264	\$18.6720	\$38,838	\$19.2322	\$40,003	\$19.3284	\$40,203
	Regular Rate	\$18.4323	\$38,339	\$18.7088	\$38,914	\$18.9895	\$39,498	\$19.5592	\$41,683	\$19.6570	\$40,886
	After 1 year	\$18.8093	\$39,123	\$19.0913	\$39,710	\$19.3777	\$40,306	\$19.9590	\$41,515	\$20.0588	\$41,722
	After 2 years	\$19.1929	\$39,922	\$19.4810	\$40,521	\$19.7732	\$41,128	\$20.3664	\$42,362	\$20.4683	\$42,574
	After 3 years	\$19.5842	\$40,735	\$19.8780	\$41,346	\$20.1761	\$41,966	\$20.7814	\$43,225	\$20.8853	\$43,441
	After 4 years	\$19.9836	\$41,566	\$20.2833	\$42,189	\$20.5875	\$42,822	\$21.2052	\$44,107	\$21.3112	\$44,327
<b>Recreation Coordinator</b>	Probationary Rate	\$20.4204	\$42,474	\$20.7266	\$43,111	\$21.0375	\$43,758	\$21.6686	\$45,071	\$21.7770	\$45,296
	Regular Rate	\$20.7675	\$43,196	\$21.0789	\$43,844	\$21.3951	\$44,502	\$22.0370	\$45,837	\$22.1472	\$46,066
<b>Maintenance I</b>	Probationary Rate	\$20.6971	\$43,050	\$21.0075	\$43,696	\$21.3226	\$44,351	\$21.9623	\$45,682	\$22.0721	\$45,910
	Regular Rate	\$21.0704	\$43,827	\$21.3866	\$44,484	\$21.7074	\$45,151	\$22.3586	\$46,506	\$22.4704	\$46,739
<b>Cook</b>	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	\$21.3869	\$44,485	\$21.7077	\$45,152	\$22.3589	\$46,506	\$22.4707	\$46,739
<b>Maintenance II</b>	Probationary Rate	\$21.3030	\$44,316	\$21.6225	\$44,975	\$21.9468	\$45,649	\$22.6052	\$47,019	\$22.7182	\$47,254
	Regular Rate	\$21.6652	\$45,063	\$21.9900	\$45,739	\$22.3198	\$46,425	\$22.9894	\$47,818	\$23.1044	\$48,057
<b>Journeyman Cook</b>	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

**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.

## **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 15<sup>th</sup>, 2020.

To be eligible for a premium for a twelve (12) month period commencing April 1, 2019, and April 1<sup>st</sup> 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 15<sup>th</sup>, 2020 and on June 15<sup>th</sup> 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 1<sup>st</sup>, 2020 and by May 1<sup>st</sup> 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.

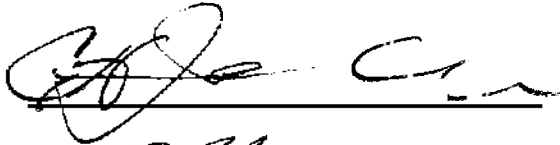
**LETTER OF UNDERSTANDING**

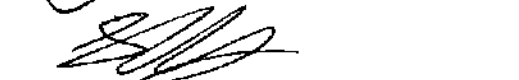
**(Maintenance I and Maintenance II)**

When the Employer requires the Maintenance I or Maintenance II to be on standby he shall receive eight (\$8.00) for each eight (8) hours or less of standby. The Employer will endeavour to give, wherever possible, twenty – four (24) hours notice of the standby requirement. No compensation shall be granted for the total period of standby if the Maintenance I or Maintenance II is unable to report for duty when required.

DATED AT Caledonia, N.S. THIS 24 DAY OF June, 2023.

**NORTH QUEEN'S NURSING  
HOME INCORP.**

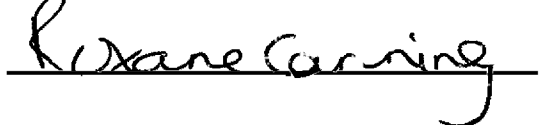






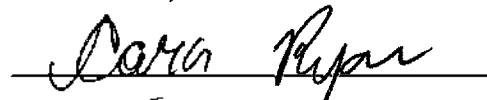


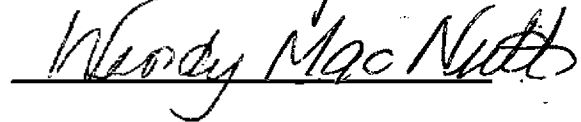
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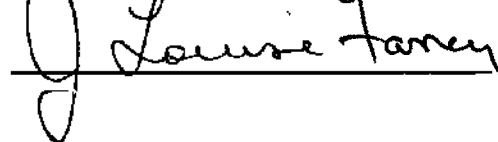
**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2997**







**WITNESS**



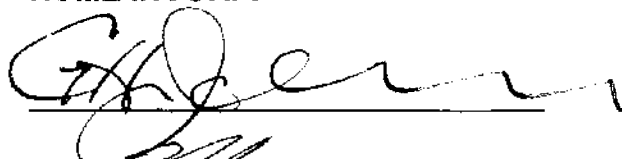
**LETTER OF UNDERSTANDING**  
**(Replacement Shifts)**

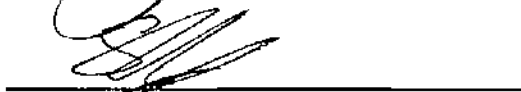
Replacement shifts which become available after the schedule is posted shall be filled in the following order:

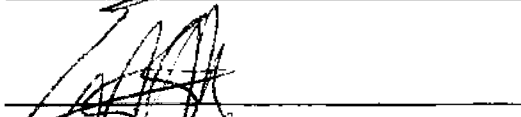
1. Available and qualified part- time employees by seniority;
2. Casuals.

DATED AT Caledonia, N.S. THIS 29 DAY OF June, 2023.

**NORTH QUEEN'S NURSING  
HOME INCORP.**

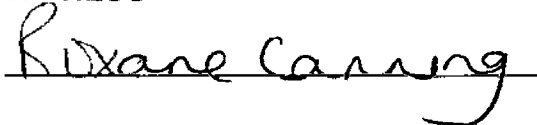




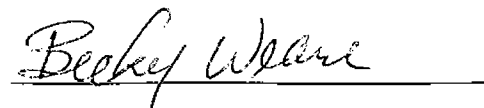


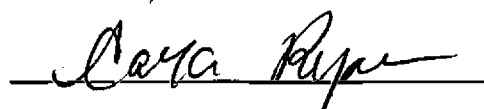


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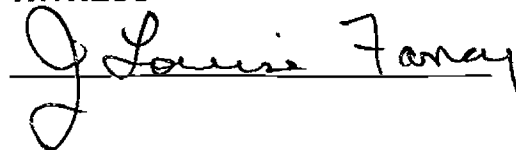
**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2997**







**WITNESS**



**LETTER OF UNDERSTANDING**  
**(Four, Eight and Twelve Hour Shifts – LPNs Only)**

The Employer agrees to maintain the existing arrangement for four (4), eight (8), and twelve (12) hour shifts for LPNs on all the terms and conditions which existed at the time this Collective Agreement comes into effect.

DATED AT Caledonia, N.S. THIS 29 DAY OF June, 2023.

**NORTH QUEEN'S NURSING  
HOME INCORP.**

[Signature]

[Signature]

[Signature]

[Signature]

**WITNESS**

Roxane Gunning

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2997**

[Signature]

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[Signature]

**WITNESS**

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## MEMORANDUM OF AGREEMENT

**BETWEEN:**               **NORTH QUEEN'S NURSING HOME INCORP.**

(The "Employer")

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2997**

(The "Union")

**(Casuals)**

The Employer and the Union agree to meet to discuss the scheduling of casual employees who are not currently included in the bargaining unit in order to determine whether such employees should be properly classified as part-time employees pursuant to the Collective Agreement.

This process shall be initiated by the parties within three (3) months of the signing of the Collective Agreement.

DATED AT Caledonia, N.S. THIS 24 DAY OF June, 2023.

**NORTH QUEEN'S NURSING  
HOME INCORP.**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2997**

GA Del 2

Becky Weave



Lora Riser

*[Signature]*

Wesley MacNutt

*[Signature]*  
WITNESS

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**WITNESS**

## Rope carrying

Louise Faneau

# MEMORANDUM OF AGREEMENT

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**AND: CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2997**

**(The "Union")**

**(Job Descriptions)**

**Within 6 months of signing this collective agreement the Employer agrees to provide to the Union copies of current job descriptions for classifications within the bargaining unit.**


DATED AT Caledonia, N.S. THIS 29 DAY OF June, 2023.

**NORTH QUEEN'S NURSING  
HOME INCORP.**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2997**

Ed Jelen

Becky Ware



Ava Ryan

*[Handwritten signature]*

Wendy MacNutt

W. J. Fawcett

## WITNESS

**WITNESS**

Roxane Canning

Louisa Fanny

## MEMORANDUM OF AGREEMENT

**BETWEEN:**               **NORTH QUEEN'S NURSING HOME INCORP.**

(The "Employer")

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2997**

(The "Union")

**(Twelve Hour Shifts – Continuing Care Assistants)**

The Parties agree that twelve (12) hour shifts will be implemented for Continuing Care Assistants (CCAs).

**The Parties acknowledge that the intent of this Memorandum is to modify the Collective Agreement to the extent necessary to implement the twelve hour shift rotation;**

**The Parties agree that the clauses set out below will replace their numbered counterparts in the Collective Agreement.**

**All other provisions of the Collective Agreement shall apply.**

For the purpose of this Agreement, sick leave, annual leave, bereavement leave, and statutory holidays, etc., shall be considered eight (8) hour days.

## **1. ARTICLE 17 – HOURS OF WORK**

- 17.01 The normal hours of work for full-time CCAs shall be eighty (80) hours consisting of eight (8) hour and twelve (12) hour shifts in a fourteen (14) day period. Twelve (12) hour shifts shall include two (2) thirty (30) minute paid meal break and two fifteen (15) minute paid breaks as scheduled by the Employer. Shifts of four (4) hours shall include a fifteen (15) minute paid break.
- 17.02 Days off shall be in accordance with the rotation. A CCA shall receive two (2) consecutive days off each week unless it has been agreed otherwise between the Employer and the individual CCA.
- 17.03 Where possible, days off will be planned in such a way so that the CCAs may receive week-ends off in rotation.
- 17.04 Every attempt will be made to schedule in such a way that there will be twelve (12) hours rest between shifts. No CCA shall be obligated to work a split shift except where they agree to do so.

- 17.05 The work schedule for full-time and part-time CCAs shall be posted in an appropriate place at least two (2) calendar weeks in advance. Such postings shall be made at least three (3) calendar weeks prior to Christmas Day. Shift schedules, once posted, (as they pertain to full time CCAs) shall not be arbitrarily changed unless requested by the CCA, or by mutual agreement between the CCA concerned and their immediate supervisor.
- 17.06 Operational requirements permitting, CCAs may exchange shifts with the approval of the Employer. The CCA shall request the shift change at least two (2) business days in advance, except in the case of an emergency. This Article shall also apply to facilitate time of requests that are received after the posting of the work schedule.

## **2. ARTICLE 18 - OVERTIME**

- 18.01 Time and one half (1 ½) shall be paid for any hours in excess of:
- a) a scheduled shift of eight (8) consecutive hours or a scheduled shift of twelve (12) consecutive hours in one day; or
  - b) Eighty (80) hours in a fourteen (14) day period;
- Time and one-half (1½) shall also be paid when a CCA has less than eight (8) hours off between shifts.
- 18.02 Time and one-half (1½) shall be paid for all hours worked on a statutory holiday listed in this Agreement when a CCA was not scheduled to work.
- 18.03 A CCA required to return to duty (call back) shall receive four (4) hours pay at the CCA's prevailing rate whether or not the CCA continues to be employed for a four (4) hour period. If such call back extends beyond the four (4) hour period, all time worked shall be paid for at the rate of double time.
- 18.04 Instead of cash payments for overtime, a CCA may choose to receive time off at the appropriate overtime rate at a time mutually agreed to between the Employer and the CCA. Where time off with pay in lieu of overtime hours worked has not been taken within sixty (60) days of the date on which the overtime was worked, compensation for overtime shall be paid.
- 18.05 Except in emergency situations, overtime shall be on a voluntary basis, and shall be offered to CCAs in seniority order who are willing and qualified to perform the available work. No CCAs shall be required to work overtime against their wishes when other CCAs are available and capable of performing the required work. If no qualified CCAs are available to perform the required work, the most qualified junior CCA will be required to perform the work. *Except in emergency situations*, no CCA will be mandated to

work/stay at the workplace more than twice in a pay period.

- 18.06 The process used for overtime allocation shall be reviewed as needed at the Labour Management meetings by the Committee.

### **3. ARTICLE 19 - PAID HOLIDAYS**

- 19.01 All CCAs covered by this Agreement shall be granted the following paid holidays:

Heritage Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year's Day
August Civic Holiday	
Labour Day	

and any other day declared or proclaimed as a holiday by the Federal or Provincial Governments.

Each holiday is an eight (8) hour day.

- 19.02 In the event any of the above holidays fall on a CCA's day off, an additional day off shall be granted by the Employer. Such additional day shall be taken by mutual agreement of the CCA and the Employer or added to the annual vacation period.

- 19.03 A full-time CCA who works on one of the above named holidays shall be paid time and one-half (1 ½) for all hours worked on the holiday plus eight (8) hours off with pay at a time mutually agreed upon between the Employer and the CCA. A part-time CCA who works on one of the above named holidays shall be paid time and one-half (1 ½) for all hours worked on the holiday plus shall receive hours off with pay on a pro-rata basis. If the CCA concerned has not received such day off within a six (6) month period, the Employer shall pay the CCA for the day owing.

- 19.04 The Employer shall use its best efforts to schedule CCAs to have either Christmas Day or New Year's Day off (on a rotational basis) each year.

### **4. ARTICLE 20 – VACATIONS**

- 20.01 A CCA shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one (1) year's service	1 1/4 days for each month of
----------------------------------	------------------------------

employment

One (1) year but less than ten (10) years of service      15 working days

Ten (10) years or more of service      20 working days

If a paid holiday falls in or is observed during a CCA's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the CCA.

Each vacation day is an eight (8) hour day.

- 20.02 A CCA 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, prior to termination.
- 20.03 Vacation schedules shall be posted by June 1st of each year provided the CCA's preference is requested by May 1<sup>st</sup> and shall not be changed without the consent of the affected CCAs. A CCA shall receive an unbroken period of vacation unless mutually agreed upon between the CCA and the Employer.
- 20.04 Vacations requested during the months of July and August, inclusive of the Labour Day weekend, shall be granted first on the basis of seniority among those CCAs who apply for vacation during that period. Requests for vacation in this period shall not exceed a period of up to two (2) consecutive weeks.
- 20.05 Vacation leave of not more than five (5) days may, with the consent of the Employer, be carried over to the following year. Requests for vacation carryover must be made in writing not later than February 15<sup>th</sup> of the year in which the vacation is earned. If the carried over vacation days are not taken by the end of following year they shall be paid out.
- 20.06 The vacation year shall be the same as the fiscal year.
- 20.07 Where a CCA qualifies for bereavement leave during vacation, there shall be no deduction from vacation credits for such absence.
- 20.08 Subject to the operational requirements of the service, the Employer shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the Employer is unable to comply with the employee's written request, the immediate management supervisor shall:

- (a) Give the reason for disapproval; and

- (b) Make every reasonable effort to grant an employee's vacation leave in the amount and at such time as the employee may request in an alternative request.

20.09 If an employee is called into work on a scheduled vacation day, they shall be paid time and one-half (1.5) for the hours worked that day and the vacation hours that are not used that day will be credited back to the employee's vacation bank.

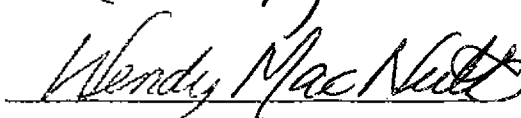
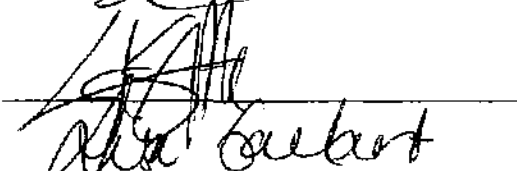
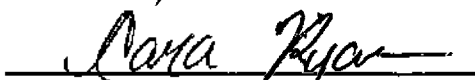
**Term and Termination**

- (a) This Memorandum of Agreement shall remain in effect during the life of this collective agreement unless or until one party provides thirty (30) days notice to the other party of its intent to discontinue this Memorandum.
- (b) In the event that the Memorandum of Agreement is discontinued, any and all changes made pursuant to this Memorandum shall automatically become null and void and the collective agreement, in its entirety, is revived.
- (c) The Parties agree that during the thirty (30) day notice period, the Parties will meet to discuss the reasons for termination and to determine if other mutually acceptable arrangements can be made.

DATED AT Caledonia, N.S. THIS 29 DAY OF June, 2023.

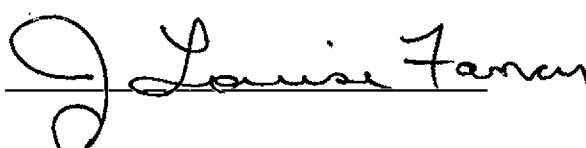
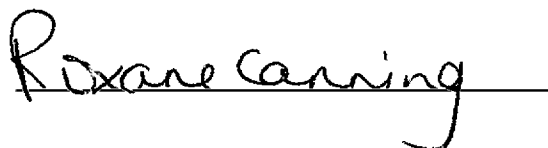
**NORTH QUEEN'S NURSING  
HOME INCORP.**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2997**



**WITNESS**

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## 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:

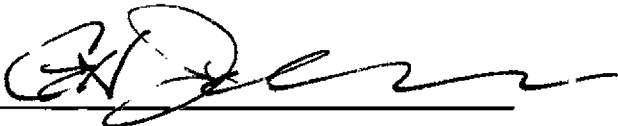
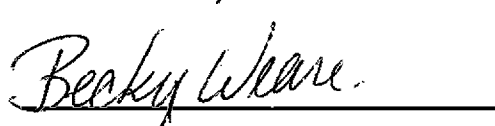
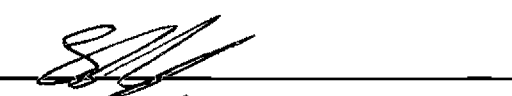

- (a) Within 90 days of the ratification of the CUPE LTC Lead Agreement (Shoreham), the parties agree to establish a Provincial Diversity, Equity and Inclusion in the Workplace Committee.
- (b) The committee will be composed of equal Employer and Union representation of at least five (5) representatives 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 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 within the workplace.

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

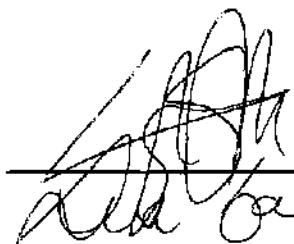
DATED AT Caledonia, N.S. THIS 29 DAY OF June, 2023.

NORTH QUEEN'S NURSING  
HOME INCORP.

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2997



  
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Roxane Canning

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Wendy MacNeill

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Louise Famer

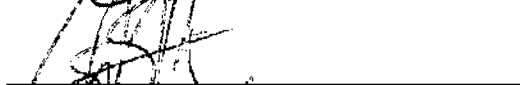
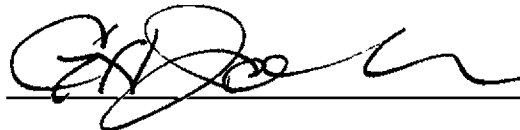
## MEMORANDUM OF AGREEMENT

### **Employee Benefits**

1. The parties agree that within ~~six~~ four (4) months of the signing of this Agreement, the Employer will conduct a review of the current benefits plan and other comparable benefits plans and provide the Union with the results of its review. These results will include a detailed comparison and breakdown of the current benefits plan with other comparable benefits plans, including the HANS plan. All raw data and information received from the benefits providers (e.g., PDF package, live presentation, etc.) will be shared with the Union. The Union shall have the opportunity to ask questions with respect to the review process and outcome.
2. The parties agree that the goal of this review will be to determine whether there is a more cost-effective plan with equal or better benefits, including better accessibility to direct billing.
3. Within three weeks of receiving the final results of this review, the Union shall provide the Employer with its written feedback on the benefits plans and the Employer will take this feedback into consideration in making any decisions with respect to either renewing the current plan or choosing a new plan. In selecting a plan pursuant to this memorandum, the Employer agrees to exercise its discretion reasonably.
4. The benefit plans under consideration will be the Extended Health Benefit plan AD&D, Dental and Life Insurance.


DATED AT Caledonia, N.S. THIS 29 DAY OF June, 2023.

**NORTH QUEEN'S NURSING  
HOME INCORP.**

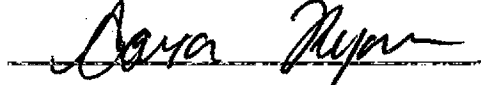
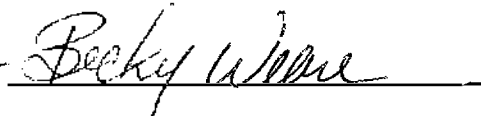


*W. Gault*

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