

COLLECTIVE AGREEMENT

BETWEEN

**QUEENS HOME FOR SPECIAL CARE SOCIETY, operating Queens
Manor in the County of Queens, Province of Nova Scotia,
(hereinafter referred to as "The Employer")**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2648
(hereinafter referred to as "The Union")**

**Effective: November 1, 2020
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THIS AGREEMENT made and entered into the 4th day of July, 2023.

ARTICLE 1 - PURPOSE

1.01 WHEREAS the primary purpose and concern of the Employer is to provide a high quality standard of service to the residents of the Manor;

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 recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (3) To encourage efficiency in operations.
- (4) 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 Manor and to direct its working forces except to the extent that such rights are expressly abridged by the specific articles of this Agreement.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2648 as the sole and exclusive collective bargaining agent for its employees at Queens Manor, Queens County, Nova Scotia, but excluding Registered Nurses, Administrator, Assistant to the Administrator, Office Employees, Recreation Director, Director of Food Services, Director of Nursing, Director of Environmental Services, Director of Maintenance 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*.

Cases of dispute as to whether a classification should be in the bargaining unit will be dealt with through discussions between the parties. In the event no

agreement is reached, such dispute will be referred to the Labour Relations Board for settlement.

- 3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.
- 3.03 This Collective Agreement is fully applicable to all regular full-time and regular part-time employees, as defined, unless otherwise specified.

ARTICLE 4 - DEFINITIONS

- 4.01 A Regular Full-time Employee means an employee who having completed the probationary period normally works the full work period specified in Article 18.01 - Hours of Work.
- 4.02 A Regular Part-time Employee is one who is confirmed in a regular position within the bargaining unit and who is regularly scheduled to work on a continuing basis but for less than eighty (80) hours in a fourteen - day period. The regular part-time employee shall be entitled to all benefits and wages pro-rated in accordance with the actual hours worked by him in relation to the normal hours of work for regular full-time employees as specified in Article 18.01 - Hours of Work.

A regular part-time employee has the same responsibility to report for work as scheduled as the full-time employee.

- 4.03 A casual employee is one who is employed on a day to day basis or on a temporary interim basis. Casual employees shall not be assigned available shifts until regular Part-time employees, who have made their interest known to the Employer, have been offered the available shifts.

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.

- 4.04 A Probationary Employee is an employee who has not completed four hundred and eighty (480) worked hours. A probationary employee may be terminated at any time during that period at the sole discretion of the Employer. After completion of the probationary period, seniority shall be effective from the original date of employment.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sex, sexual orientation, marital status or physical handicap, nor by reason of his/her their membership or activity in the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from each employee in the bargaining unit all dues, initiation fees or assessments which are regularly levied by the Union on all its members.
- 6.02 Dues shall be deducted from each payroll and shall be based on 1.5% of total earnings since dues were last deducted.
- 6.03 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 and classifications of employees from whose earnings the deductions have been made.

The Employer shall provide the following information annually and shall provide it in electronic form:

- (a) The name of each Employee; and
- (b) The mailing address and telephone number (if available) of each employee; and
- (c) The personal email address of each employee (if available); and
- (d) The Employee's employment status (such as full-time, part-time, temporary, casual)

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

- 6.04 If possible the amount of Union Dues deducted by the Employer shall be shown on Income Tax (T4) slips at the time they are made available to the employees.

ARTICLE 7 - UNION SECURITY

7.01 All employees in the bargaining unit, as a condition of employment, shall become and remain members of the Union. All future employees in the bargaining unit shall, as a condition of employment, become and remain members of the Union from the date of hire.

ARTICLE 8 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES

8.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the provisions of Article 6 - Check-Off of Union Dues and Article 7 - Union Security.

8.02 The Employer agrees to make a copy of the Collective Agreement available on the Employer's Website and SURGE and to make a secured copy of the Agreement available in the lunchroom and in each department. The Union and the Employer encourage employees to access an electronic PDF version of the Collective Agreement. The Employer and the Union will cost share (50/50) the initial printing of twenty (20) copies for availability. If further copies are required, this cost share provision for any additional copy or copies will continue to be cost shared.

8.03 The Employer agrees to give every new hire a fifteen (15) minute orientation session with a representative designated by the Union at the time of hiring. The Employer shall give reasonable notice of the orientation of new hires for the purposes of arranging such orientation. The Union shall provide written notification of the representatives that are designated for this purpose.

ARTICLE 9 - CORRESPONDENCE

9.01 All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator and the Secretary or President of Local 2648, CUPE, except as laid down in the grievance procedure.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

10.01 A Labour Management Committee shall be established consisting of not more than four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support of both Parties in the interest of improved service to the public and job security for the employees.

10.02 The Committee may deal with all matters of concern to employees in the bargaining unit but shall not deal with matters in conflict with the terms of this Agreement.

10.03 The Committee shall meet quarterly or as often as necessary. Such meetings may

be called by either Party. Employees shall not suffer any loss of pay for time spent with this Committee.

- 10.04 An Employer and a Union representative shall be designated as joint chairmen and shall alternate in presiding over the meetings.
- 10.05 Minutes of each meeting of the Committee shall be prepared by the Employer and shall be distributed to the members of the Committee.
- 10.06 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 11 - BARGAINING RELATIONS

- 11.01 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 in writing of the Union nominees to the Committee. The Union will make every effort to secure employees from different departments, whenever possible, to serve on the Committee.
- 11.02 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance providing such visits are approved by the Administrator or his duly authorized representative.
- 11.03 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, providing they have the approval of their Department Head(s) or designate.
- 11.04 The Employer may make available to the Union on request non-confidential information required by the Union for collective bargaining purposes.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 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 Steward shall assist any employee which the steward represents in preparing and in presenting his grievances in accordance with the grievance procedure.
- 12.02 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

him.

12.03 In order that the work of the Employer shall not be unreasonably interrupted, no Steward shall leave his work without obtaining the permission of his supervisor, which permission shall not be unreasonably withheld.

12.04 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. If any question arises as to whether a particular dispute is arbitrable, the question shall be dealt with through the grievance procedure and determined if necessary by arbitration.

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

Step 1 The employee, together with the Shop Steward, shall discuss the matter complained of with the employee's immediate supervisor within ten (10) 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 or their designate within five working (5) days. The Union and the Employer shall meet to discuss the grievance within eight (8) working days of receipt of grievance, and the Employer shall render a decision in writing within ten (10) working days after the meeting.

Step 4 Failing satisfactory settlement in Step 3, the Union may refer the matter to arbitration by giving notice to the Employer within twenty (20) working days of receipt of the Employer's response in Step 3.

12.06 Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed unless the grievance is limited to one department in which case all steps will be followed.

12.07 An employee or a group of employees who allege they are required or requested to work under unsafe conditions or unhealthy conditions shall immediately report their concerns to their immediate supervisor and have the right to lodge a written complaint with the Occupational Health and Safety Committee, or an officer as specified under the *Occupational Health and Safety Act* for preferred handling.

- 12.08 Replies to grievance shall be in writing at all stages after Step 1.
- 12.09 The Employer shall supply the necessary facilities for the grievance meetings.
- 12.10 The Union shall advise the Employer in writing of the names of the Grievance Committee and the Union Stewards and shall advise the Employer of any changes that may occur.

ARTICLE 13 - ARBITRATION

- 13.01 When either Party requests that a grievance be submitted to arbitration, the request shall be made by Registered Mail delivery, 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 and Advanced Education appoint the Arbitrator.
- 13.02 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 or within such longer time as may be mutually agreed upon.
- 13.03 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, if they find that the Employer has acted in an unjust manner in a discipline or discharge case they shall have the power to dispose of a grievance by an arrangement which they deems just and equitable.
- 13.04 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) calendar week.
- 13.05 Each Party shall pay, to the extent that such costs are not shared by the Department of Labour and Advanced Education:
- One-half of the fees and expenses of the Arbitrator.
- 13.06 The time limits in this Agreement are mandatory but may be extended by mutual agreement.
- 13.07 At any stage of the grievance/arbitration procedure, the Parties shall have the assistance of any employee(s) concerned as witness and any other witnesses they feel are required.

13.08 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures or any other dealings with the Employer as long as permission has been granted to use such time in such a manner.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 An employee who has completed his 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 in writing by the Employer.

14.02 Where the Employer intends to meet with an Employee for disciplinary purposes, the Employer shall so notify the Employee in advance of the purpose for the meeting and the Employee's right to Union representation in order that the Employee may contact a Steward to be present at the interview or meeting. The availability of a shop steward shall not unduly delay proceeding with the meeting. Where a written warning or a suspension is imposed, the employee(s) affected in addition to the Union shall be provided with a copy of the discipline and reasons for imposing the discipline in writing.

Whenever the Employer deems it necessary to discipline an employee in a manner indicating that dismissal may follow any further infraction, the Employer shall within two (2) calendar weeks from the date the discipline is imposed, give written particulars of such discipline to the employee involved.

14.03 An employee who considers they have been disciplined or discharged without just cause shall be entitled to grieve under Article 12 - Grievance Procedure.

14.04 Upon request to the Administrator or their designate, an employee shall have the right to review any evaluations or disciplinary references on their file during regular office hours provided they have given one (1) working day's notice of their request. The Administrator or their designate shall be present for such viewing. An employee shall have the right to respond in writing to any evaluation and/or disciplinary document contained therein and such response shall become part of the permanent record.

14.05 An Employee who has completed the probationary period and is considered by the Union to be wrongfully or unjustly discharged, suspended or disciplined shall be entitled to a hearing under Article 12. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

14.06 The record of an employee shall not be used against them following disciplinary action, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked provided the employee has had no further

disciplinary action of the same or similar nature during that time.

The record of an employee shall not be used against them following a paid or unpaid suspension, after twenty-four (24) months of continuous service from the date of the suspension, providing the employee has had no further disciplinary action of the same or similar nature during that time.

The above provisions do not apply to any discipline imposed for a violation of resident's rights or abuse. Any discipline imposed for a violation of resident's rights or abuse shall remain on the employee's file unless it is removed as a result of the grievance or arbitration provisions of this Collective Agreement.

ARTICLE 15 - SENIORITY

- 15.01 Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs, 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.
- 15.02 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.
- 15.03 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 approved by the Employer. An employee shall only lose their seniority and employment in the event:
- (1) They voluntarily leave the service of the Employer;
 - (2) They resign in writing and do not withdraw the resignation within twenty-four (24) hours;
 - (3) They are discharged for just cause and are 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 longer than one (1) year or more;
 - (6) They fail to return to work within one (1) calendar week following a layoff 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 their 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.

15.04 (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 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 layoff 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.

(c) Notwithstanding, the above, in the event that an employee receives a Leave of Absence to pursue other employment seniority will not accumulate.

15.05 The parties agree that in the event that 2 or more employees commence work on the same calendar day that placement on the seniority list shall be decided by random draw in the presence of 2 union representatives and a representative of the Employer. The first name drawn shall be the most senior and subsequent draws will indicate the descending order of seniority. This provision shall be effective the date of signing.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 When a permanent vacancy occurs or a new position is created inside or outside of the bargaining unit, the Employer shall post on the Union bulletin board in addition to advising Employees via internal email of notice of the position for a minimum of one (1) calendar week so that all members will know about the vacancy or new position.

16.02 When a temporary vacancy of four (4) weeks or more occurs, the employer shall post on the union bulletin board in addition to advising employees via internal email

and applicable social media of the notice of the position for a minimum of three (3) business days.

16.03 Where an employee is applying to a position where the classification is the same as their existing classification, they shall not be required to submit a resume as part of their application and the criteria as set out in Article 16.06 shall apply for the purposes of awarding positions.

16.04 Such notice shall contain the following information: nature of position, classification title, hours of work required (FTE status of the position), department and the qualifications required. The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made.

Such temporary appointments to regular full-time or regular part-time vacancies which have been posted shall not exceed two (2) months unless the Employer is unable to secure an applicant who has the ability, skills and qualifications necessary to fill the position.

16.05 The successful applicant from within the bargaining unit shall be placed on trial for a period of three hundred and sixty (360) worked hours. Conditional upon satisfactory service, the employee shall be declared permanent after the period of three hundred and sixty (360) worked hours. 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 chooses, he shall be returned to his 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 and without loss of seniority.

16.06 Consideration for promotion will be given to an applicant from within the bargaining unit who does not possess the required qualifications but who is preparing for qualification prior to filling of the vacancy. If such an applicant is chosen for the promotion they may be given a trial period to qualify. One of the criteria in the consideration of applicants under this Article will be the projected date of completion of the qualifications.

16.07 The Union shall be notified of all hirings, layoffs, transfers, recalls and termination of employment.

16.08 Where ability, skills and qualifications are equal, hiring and promotions to a higher classification shall be determined on the basis of seniority of the employees concerned.

16.09 Time constraints permitting, the Employer shall post relevant training courses for which employees may be selected. The bulletin shall contain the nature of the course, the time, duration and location of the course and the minimum qualifications

required. Training courses shall be distributed among qualified applicants as equitably as possible. When such training courses are scheduled during an employee's regularly scheduled shift, the employee shall not lose pay for that shift.

- 16.10 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 the 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 16.

ARTICLE 17 - LAYOFFS, RECALLS AND REDUCTION OF THE WORK FORCE

- 17.01 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 layoff. If two (2) weeks notice is not provided by the Employer pay will be given in lieu of notice. Subject to the other provisions of this Article, it is understood that employees affected by layoff may use their seniority to bump into other bargaining unit positions for which they may be qualified for, to mitigate the effect of such layoff. The Employer shall provide to the affected employee bumping options at the time of notification of layoff.
- 17.02 Both Parties recognize that job security shall increase in proportion to length of service.
- 17.03 No new employees shall be hired until those laid off have been given an opportunity of recall, subject to the ability and qualifications to perform the job.
- 17.04 Employees shall be laid off in order of seniority, subject to ability, skills and qualifications required for the job.
- 17.05 Employees shall be recalled in reverse order of layoff, subject to ability, skills and qualifications required for the job.

ARTICLE 18 - HOURS OF WORK

18.01 The normal hours of work for regular full-time employees shall be eighty (80) hours in a fourteen (14) day period. Daily shifts shall be composed of either:

- (a) An eight (8) hour shift, inclusive of a thirty (30) minute designated meal period and two (2) fifteen (15) minute designated rest periods;

OR

- (b) A twelve (12) hour shift, inclusive of forty-five (45) minutes for meal periods, one-third (1/3) of which shall be used in conjunction with a paid fifteen (15) minute rest period to become a second designated one-half (1/2) hour meal period. This twelve (12) hour shift shall include two (2) fifteen (15) minute designated rest periods.

18.02 All employees covered by this Agreement shall receive two (2) consecutive days off in each two (2) week pay period and four (4) days off in total in each two week pay period. Every attempt will be made to give each employee two (2) consecutive days off each week.

18.03 Week-ends off shall be distributed as equitably as possible.

18.04 Where possible, for employees working eight (8) hour shifts every attempt will be made to schedule sixteen (16) hours of rest between shifts. For employees working twelve (12) hour shifts every attempt will be made to schedule twelve (12) hours of rest between shifts.

18.05 The work schedule for all full-time employees shall be posted in an appropriate place at least two (2) calendar weeks in advance. The work schedule for all part-time employees shall be posted in an appropriate place at least one (1) calendar week in advance. Such postings shall be made at least three (3) calendar weeks prior to Christmas Day.

18.06 By mutual agreement, an employee may make an arrangement with the Employer at variance to the shift schedule as long as such arrangement does not adversely affect other employees in the bargaining unit.

18.07 Employees agree to remain fifteen (15) minutes for report following their shift and such time shall not constitute overtime. Should such time exceed fifteen (15) minutes, the employee shall be entitled to overtime for the full duration.

18.08 There shall be no split shifts for regular full-time employees.

ARTICLE 19 - OVERTIME

- 19.01 Time and one-half (1 ½ x) will be paid for any hours worked in excess of:
- (a) Eight (8) hours in any one day if the employee is working a shift of eight (8) hours or less.
 - (b) Twelve (12) hours in one day if the employee is working a twelve (12) hour shift.
 - (c) Eighty (80) hours in a scheduled fourteen (14) day period.
- 19.02 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 (2x).
- 19.03 In lieu of payment for overtime, an employee may, by mutual agreement, elect to receive time off at the appropriate overtime rate at a mutually agreeable time. Banked time off in lieu of overtime for all employees shall not exceed thirty-two (32) hours.
- 19.04 Every attempt will be made to divide overtime equally among employees who are qualified to perform the available work.
- 19.05 Where an employee is working an eight (8) hour shift and is required to remain for twelve (12) hours, the employee will be provided with a paid meal.
- 19.06 Where employees are required to work from 7.p.m. onwards on either December 24th or December 31st, they shall be paid at the applicable overtime rate as set out in article 19.01.

ARTICLE 20 – RESPONSIBILITY PAY

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

20.02 25 Year Salary Increment – LPNs

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

ARTICLE 21 - HOLIDAYS

21.01 The Employer recognizes the following paid holidays:

New Year's Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Floating Holiday	
National Day for Truth & Reconciliation	

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

21.02 In the event any of the above holidays fall on an employee's day off, eight (8) hours off shall be granted by the Employer. Such additional day off shall be at a mutually agreeable time.

21.03 An employee who works on one of the above mentioned holidays shall be paid time and one-half (1 ½ x) for all hours worked on the holiday plus eight (8) hours off with pay at a time mutually agreed upon between the employee and the Employer.

21.04 If a paid holiday falls during an employee's vacation period, that day will be considered a holiday and not a day of vacation.

21.05 Employees may be permitted to continuously carry an accumulation of up to sixty (60) hours of unused holiday time. The Employer may pay out any unused holiday time down to sixty (60) hours.

ARTICLE 22 - VACATIONS

22.01 The Employer agrees to grant full-time employees an annual vacation with pay as follows:

less than one (1) year of service 10 hours per month

one (1) year or more of service 120 hours

ten (10) years or more of service 160 hours.

22.02 An employee terminating employment at any time prior to using their accumulated vacation credits shall be entitled to a proportionate payment of wages in lieu of such vacation unless the employee has not given proper notice in accordance with Article 28 - Payment of Wages and Allowances, in which case they shall receive pay in lieu

of vacation in accordance with the provisions of the *Labour Standards Code*. If an employee has taken more vacation than earned, the Employer shall make an equivalent deduction from the employee's final pay. Any amount owing to the Employer, but not recovered from the final pay, shall be a debt due and owing to the Employer. The Employer shall provide a statement detailing these calculations.

- 22.03 Vacation schedules shall be posted by May 16th each year.
- 22.04 The Employer will make every attempt to schedule vacations in such a way that vacations shall commence immediately following an employee's regularly scheduled days off.
- 22.05 The vacation year shall be April 1 to March 31. Vacation credits earned in one vacation year shall be granted in the following vacation year. An employee, in order to move to a higher rate of accumulation must have the requisite years of paid service completed prior to March 31st.
- 22.06 Vacations shall be distributed as equitably as possible and consideration shall be given to an employee's seniority in scheduling vacation as posted in writing by May 16th of each year. Vacation scheduling after May 16th of each year will be on a first come, first serve basis.
- 22.07 If, during an employee's scheduled vacation, the Employer requires an employee to return from vacation, the employee shall be compensated at one and one-half (1.5x) times her regular rate of pay for hours worked. The period of vacation leave that is displaced shall be reinstated.

ARTICLE 23 - SICK LEAVE

- 23.01 Sick leave means the period of time an employee is absent from work with pay due to sickness or a disability, or due to an accident for which compensation is not payable under the *Workers' Compensation Act* while the employee has sick leave credits accumulated. Employees who do not have accumulated sick leave credits may be granted an unpaid leave of absence in accordance with Article 24.01- Leave of Absence.
- 23.02 (a) 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 (2) 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 his/her 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.

- (b) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the NSAHO Pension Plan, Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount (i.e. Group Health 65/35% and Group Life 50/50%) for participation in the Plans. This entitlement shall be reviewed by the Employer on a year-to-year basis. In no case shall the Employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of WCB period. This shall not determine the Employee's eligibility to participate in the Plans.
- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) 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.
- (e) An employee shall not accrue any other benefits while on Workers' Compensation.
- (f) This provision shall not apply to casual employees.
- (g) 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.

23.03 All employees covered by this Agreement after completing sixty (60) working days, but retroactive to the date of employment, shall accumulate sick leave at the rate of twenty (20) hours per month of paid service to a maximum of one thousand (1000) hours.

23.04 A deduction shall be made from accumulated sick leave of all scheduled working days which the Employer has recognized as days absent due to illness or injury. If an employee has been off for less than one (1) full day due to illness or injury their sick leave will be deducted by the number of hours they were off, rounded to the nearest hour.

23.05 An employee claiming entitlement to sick leave may be required to produce a medical certificate from a medical practitioner certifying that they were unable to work due to illness.

23.06 An employee who is unable to report for work due to illness shall advise the Employer no later than one (1) hour prior to the commencement of an a.m. shift and no later than two (2) hours prior to the commencement of a p.m. shift.

23.07 Fraudulently applying for and obtaining sick leave shall be cause for discipline, up to and including discharge.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 The Employer may grant a leave of absence without pay and without loss of seniority to an employee if working conditions permit. Such request shall be in writing. Where the Employer has approved a leave of more than twelve (12) months, at the completion of twelve calendar months, the Employee's seniority will be frozen as of that date at the level achieved prior to the leave. The dormant seniority will be reactivated upon the Employee's return to the bargaining unit and the seniority date will be adjusted accordingly. Job postings which were filed during the Employee's absence shall not be affected by the reactivation of the Employee's seniority under this Article.

24.02 (a) Subject to operational requirements, the Employer agrees to grant an unpaid leave of absence, without loss of seniority and benefits, for employees elected or appointed to attend seminars, workshops, conventions or labour conferences provided that not more than two (2) employees may attend any seminar, workshop, convention or labour conference at any one time and such two (2) employees may not be from the same department.

(b) Required Education

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

(ii) 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.

(iii) 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.

(iv) 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.

24.03 An employee may, with prior approval, be entitled to a leave of absence without loss of pay and without loss of benefits to write examinations to upgrade their employment qualifications when such qualifications are directly related to their employment.

24.04 The Employer shall grant leave of absence without loss of seniority and benefits to an employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness. The employee will present proof of service and the amount of pay received.

24.05 During periods of leave of absence without pay, the employee may if they wish pay the Employer's and employee's share of the hospital, medical, group life insurance, and any other plans in existence.

24.06 Leave for Storm Conditions

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

1. take the absent time as unpaid; or
2. deduct the absent time from accumulated overtime, holiday time or vacation; or
3. when the Employee has no entitlement to accumulated paid leave, the Employee may, with approval of the Employer, make up the absent time as the scheduling allows.

24.07 Domestic Violence

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

ARTICLE 25 - FAMILY ILLNESS LEAVE

25.01 (a) In the case of illness of an employee's spouse, common law spouse or same sex partner previously identified to the Employer, child or parent who permanently reside with the employee and when no one other than the employee can provide for the needs of the ill person, the employee, upon notification to their supervisor, may be granted up to sixteen (16) hours paid leave per calendar year (pro-rated for part-time employees) in accordance with this Article. The purpose of this leave shall be to permit the employee to make such arrangements as are necessary to enable the employee to return to work.

- (b) The employee's immediate supervisor may require proof of the need for such leave as they consider necessary.
- (c) Leave taken pursuant to this Article shall be debited against sick leave credits.
- (d) Employees may be entitled to arrange to change shifts with the approval of their supervisor in order to keep appointments with medical specialists.

ARTICLE 26 - BEREAVEMENT LEAVE

- 26.01 Should a death occur in an employee's immediate family (spouse, common-law spouse, parent, step parent, child, step child, sibling, grandchild) such employee shall be granted bereavement leave without loss of pay or benefits for a period not to exceed five (5) consecutive days immediately following the death.
- 26.02 Should a death occur to an employee's niece, nephew, grandparents, father-in-law, mother-in-law, foster parents and foster children who are living in the same household as the employee, such employee shall be granted bereavement leave without loss of pay or benefits for a period not to exceed three (3) consecutive days immediately following the death.
- 26.03 Should a death occur to an employee's aunt, uncle, brother-in-law or sister-in-law such employee shall be granted bereavement leave of one (1) day without loss of pay or benefits to attend the funeral.
- 26.04 An employee may be granted two (2) additional days of bereavement leave without loss of pay or benefits 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.
- 26.05 The in-law and step relationships referred to in this Article must be current at the time bereavement leave is requested.
- 26.06 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.
- 26.07 In the event that the funeral or interment for any of the employee's family members as referenced in Article 26.01, 26.02 and 26.03 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 request the deferment during the bereavement leave to which they are entitled. The deferred day shall be taken within twelve (12) months of the date of the death.

ARTICLE 27 - PREGNANCY LEAVE, PARENTAL LEAVE, ADOPTION LEAVE

- 27.01 An employee shall be granted pregnancy leave in accordance with the *Labour Standards Code*.
- 27.02 The employee shall notify the Employer of the intended date of their return to work at least three (3) weeks in advance of that date.
- 27.03 On return from pregnancy leave, the employee shall be placed in their former position or in an equivalent position.
- 27.04 An employee shall not accumulate benefits while on maternity leave but shall retain any accumulated benefits to their credit at the commencement of their leave.
- 27.05 An employee shall be granted parental leave in accordance with the *Labour Standards Code*.
- 27.06 An employee shall be granted adoption leave in accordance with the *Labour Standards Code*.
- 27.07 Should an employee wish to continue to participate in the Group Health Care Plan while on pregnancy, parental or adoption leave, the Employer shall continue to pay its share of the premiums for a period of up to seventeen (17) weeks.

ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES

- 28.01 The Employer shall pay employees 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 and other supplementary pay and deductions.
- 28.02 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.
- 28.03 Any employee covered by this Agreement who is temporarily assigned 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. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer. An employee who is temporarily assigned to a position outside the bargaining unit shall receive a premium of Two Dollars (\$2.00) for each four (4) hour period. There shall be no premium for periods of less than four (4) hours.
- 28.04 Any employee covered by this Agreement who is temporarily assigned 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 not the rate of pay for the temporary assignment.

28.05 The Employer will make every attempt to ensure than an employee is paid as soon as possible when an error is made in an employee's pay cheque.

28.06 Shift Premium

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

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

28.07 Weekend Premium

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

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

ARTICLE 29 - JOB CLASSIFICATION

29.01 The Employer agrees to draw up and provide to employees and the Union a copy of job descriptions for all positions and classifications for which the Union is the bargaining agent. Any revised job description(s) shall be provided to the Union within fifteen (15) days of revision.

29.02 The Employer agrees that any changes or elimination of existing job classifications within the bargaining unit shall be discussed before they are implemented.

29.03 When a position not covered in Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 30 - EMPLOYEE BENEFITS

30.01 The Employer agrees to maintain an extended health benefit plan, AD&D and life insurance benefit during the life of this Agreement for participation by employees, subject to eligibility requirements.

The Employer shall pay sixty-five percent (65%) of the premiums of the extended health benefit plan (excluding AD&D and life insurance) and the employee shall pay thirty-five percent (35%) of the premium. The premiums of the AD&D and life insurance benefit shall be cost shared fifty-fifty (50% - 50%) between the Employer and the employee.

- 30.02 The Employer agrees to maintain a dental plan during the life of this Agreement for participation by permanent employees, subject to eligibility requirements. The premiums of the dental plan shall be cost shared fifty-fifty (50% - 50%) between the Employer and the employee.

ARTICLE 31 - OCCUPATIONAL HEALTH AND SAFETY

- 31.01 The Employer, the Employees, and the Union will comply with and abide by the provisions of the *Occupational Health and Safety Act* of Nova Scotia.

- 31.02 A Joint Occupational Health and Safety Committee (JOHSC) shall be established pursuant to the provisions of the *Occupational Health and Safety Act*. The Committee shall be composed of equal numbers of Employer and Employee representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Committee as required by said Act and shall be entitled to all rights and privileges accorded to the Committee and to the individual members thereof by said Act.

- 31.03 The Employer shall make provisions in respect of the health and safety of Employees during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect Employees from injury or health hazards shall be provided by the Employer, and Employees shall be required to use them. The Employees and the Employer shall cooperate to the fullest extent possible towards the prevention of accidents and in promotion of health and safety of Employees through the Joint Occupational Health and Safety Committee.

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

ARTICLE 32 - GENERAL CONDITIONS

32.01 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.

32.02 Throughout this Agreement the masculine includes the feminine and the plural includes the singular and vice versa as the context requires.

32.03 The Union shall advise the Employer in writing of the names of the Union Executive and shall advise the Employer of any changes that may occur.

32.05 Employees shall notify management of a change in name, telephone number, marital status/common law relationship or number of dependants.

ARTICLE 33 - NO STRIKE AND NO LOCKOUT

33.01 The Union agrees that there shall be no strikes, work stoppages, slowdowns, interruptions, interference with the normal activities of the Manor or any other concerted activity for any reason 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 34 - CONTRACTING OUT

34.01 Where contracting out becomes necessary for the efficient operation of the Manor, such shall be done in a way which will minimize adverse effects on employees.

34.02 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 work.

2. Notwithstanding any other provision of this Collective Agreement any alleged breach of this clause if arbitrated shall be arbitrated in accordance with Article 13.

ARTICLE 35 - DURATION AND TERMINATION OF AGREEMENT

35.01 This Agreement shall be in 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.

Such notice to be effective must be in writing and served in the following manner:

- (1) If given by the Employer it must be served by personal service or registered mail upon the President or Secretary of the Union.
- (2) If given by the Union it must be served either by personal service or registered mail upon the Administrator of Queens Manor.
- (3) It must be served upon the President or Secretary of the Union, or upon the Administrator of Queens Manor, whichever is applicable, at least sixty (60) days prior to the expiration date in any year in which the Agreement is to be renegotiated.

Except as otherwise specified, all provisions of this Agreement shall come into effect on the date of signing of the Collective Agreement.

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

35.03 Any employee who has left employment after the expiry date shall be eligible for retroactivity for time worked during that period. Applications for retroactivity must be submitted by the employee within thirty (30) days of the date of signing the new contract.

Failure to submit an application for retroactivity within the thirty (30) day period shall result in denial of any claim of retroactive pay.

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 LIVERPOOL this 1st day of July, A.D., 2023.

SIGNED, SEALED AND DELIVERED
in the presence of:

**QUEENS HOME FOR SPECIAL
CARE SOCIETY:**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2648:**

Ch A. Cuelva

Lucy Handley

Ch. [Signature]

Jackie Dalley

WITNESS:

Hannah LeBlanc

APPENDIX "A"

NOTE: All hourly rates are based on 2080 hours. Only wages are retroactive.

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 1.0%		% Increase: 1.5%	
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Dietary 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 (with training) Long Term Care Assistant	\$16.6933	\$34,722	\$16.9437	\$35,243	\$17.1979	\$35,772	\$18.1354	\$37,722	\$18.6795	\$38,853	\$18.7729	\$39,048

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		
			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)	\$17.2220	\$35,821	\$17.4801	\$36,359	\$17.7423	\$36,904	
After 1 year	\$17.5696	\$36,544	\$17.8330	\$37,093	\$18.1005	\$37,649	
<i>Employees who were hired prior to November 1, 2006 will be placed on the After 4 year rate</i>	After 2 years	\$17.9160	\$37,265	\$18.1844	\$37,824	\$18.4572	\$38,391
	After 3 years	\$18.2561	\$37,972	\$18.5297	\$38,542	\$18.8077	\$39,120
	After 4 years	\$18.5968	\$38,682	\$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 21, 2022 and appears in this wage appendix for retroactivity purposes, only.*

Classification	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 1.0%		% Increase: 1.5%	
			Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
CCA / PCW without certification	\$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 "CCA/PCW without certification" as per the MOA re: CCAs, signed March 21, 2022.*

Classification	Start	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		Wage Adjustment		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	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	\$22,2258	\$46,230
	After 1 year	\$17,9157	\$37,265	\$18,1844	\$37,824	\$18,4572	\$38,391	\$21,9096	\$45,572	\$22,5669	\$46,939	\$22,6797	\$47,174
	After 2 years	\$18,2687	\$37,999	\$18,5428	\$38,569	\$18,8209	\$39,147	\$22,3567	\$46,502	\$23,0274	\$47,897	\$23,1426	\$48,137
<i>Employees who were hired prior to November 1, 2006 will be placed on the After 4 year rate</i>	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	\$40,635	\$23,2784	\$48,419	\$23,9767	\$49,872	\$24,0966	\$50,121

Classification	Start	Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%			
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Apr.13-23 Hourly Rate	Apr.13-23 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 April 13, 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.

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	% Increase: 1.5%		% Increase: 1.5%		% Increase: 3.0%		% Increase: 0.5%	
				Nov.01-20 Hourly Rate	Nov.01-20 Approx. Annual Rate	Nov.01-21 Hourly Rate	Nov.01-21 Approx. Annual Rate	Nov.01-22 Hourly Rate	Nov.01-22 Approx. Annual Rate	Oct.31-23 Hourly Rate	Oct.31-23 Approx. Annual Rate
Recreation Programmer (without training)	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	\$40,683	\$19,6570	\$40,886
<i>Employees who were hired prior to Nov. 01, 2020 will be placed on the After 4 year rate</i>	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
PT/OT Therapy Assistant	Probationary Rate	\$19,8231	\$41,232	\$20,1205	\$41,851	\$20,4223	\$42,478	\$21,0349	\$43,753	\$21,1401	\$43,971
	Regular Rate	\$20,1602	\$41,933	\$20,4625	\$42,562	\$20,7694	\$43,200	\$21,3925	\$44,496	\$21,4995	\$44,719
Cook	Probationary Rate	\$20,7187	\$43,095	\$21,0294	\$43,741	\$21,3448	\$44,397	\$21,9851	\$45,729	\$22,0951	\$45,958
	Regular Rate	\$21,0704	\$43,827	\$21,3869	\$44,485	\$21,7077	\$45,152	\$22,3589	\$46,506	\$22,4707	\$46,739
Maintenance I	Probationary Rate	\$21,3030	\$44,310	\$21,6225	\$44,975	\$21,9468	\$45,649	\$22,6052	\$47,019	\$22,7182	\$47,254
	Regular Rate	\$21,6652	\$45,063	\$21,9901	\$45,739	\$22,3199	\$46,425	\$22,9895	\$47,818	\$23,1044	\$48,057
Recreation Programmer (2 Year Community College Diploma - Recreation)	Probationary Rate	\$22,2348	\$46,242	\$22,5652	\$46,936	\$22,9036	\$47,640	\$23,5907	\$49,069	\$23,7087	\$49,314
	Regular Rate	\$22,6097	\$47,028	\$22,9488	\$47,734	\$23,2930	\$48,450	\$23,9918	\$49,903	\$24,1118	\$50,153
Journeyman Cook	Probationary Rate	\$22,6417	\$47,095	\$22,9814	\$47,801	\$23,3261	\$48,518	\$24,0259	\$49,974	\$24,1460	\$50,224
	Regular Rate	\$23,0267	\$47,895	\$23,3721	\$48,614	\$23,7226	\$49,343	\$24,4343	\$50,823	\$24,5565	\$51,078
Maintenance II	Probationary Rate	\$23,1459	\$48,143	\$23,4929	\$48,865	\$23,8453	\$49,598	\$24,5606	\$51,086	\$24,6834	\$51,342
	Regular Rate	\$23,5390	\$48,961	\$23,8923	\$49,696	\$24,2507	\$50,441	\$24,9782	\$51,955	\$25,1031	\$52,214

NOTE:

General Economic Increases

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

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

Classification Adjustments

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

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

APPENDIX "B"

LPN Practice Premium

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

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

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

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

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

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

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

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

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

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

This is defined as a course of study which includes an evaluation component and which leads to a specialty certification status/or specialty certificate for the LPN. These points can only be claimed in the year the certification is awarded.

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

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

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

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

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

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

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

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

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

F. E-LEARNING (5 POINTS)

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

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

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

APPENDIX "C"

MEMORANDUM OF AGREEMENT

BETWEEN: QUEENS HOME FOR SPECIAL CARE SOCIETY
(QUEENS MANOR)

(The "Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2648

(The "Union")

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.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 4th day of July, 2023.

QUEENS HOME FOR SPECIAL
CARE SOCIETY:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2648:

C.L.A. Cooke

Leslie Handegard

Alitta

Jackie Dalley

WITNESS:

Hannah LeBlanc

APPENDIX "D"

MEMORANDUM OF AGREEMENT

BETWEEN: QUEENS HOME FOR SPECIAL CARE SOCIETY (QUEENS MANOR) (The "Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648 (The "Union")

(Facility Responsibility Pay)

- 1. The Parties have met to discuss Responsibility Pay for LPNs on occasions when there is a Registered Nurse accessible by telephone and no Registered Nurse on site.
2. In recognition of the particular circumstances surrounding the shortage of Registered Nurses available to Queens Manor and as a temporary measure, the parties agree that if the employer specifically directs and designates, in the employer's sole discretion, an LPN to be in charge when there is no RN present on site but available by telephone the designated LPN will receive:
a) A premium of two dollars and fifty cents (\$2.50) per hour for each hour worked with the designated responsibility.
3. No LPN in receipt of this premium, will be eligible to receive the LPN responsibility pay under Article 20.01.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 4th day of July, 2023.

QUEENS HOME FOR SPECIAL CARE SOCIETY:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648:

Handwritten signatures of representatives from Queens Home for Special Care Society.

Handwritten signatures of representatives from Canadian Union of Public Employees, Local 2648.

WITNESS:

Handwritten signature of Hannah LeBlanc as a witness.

APPENDIX "E"

LETTER OF UNDERSTANDING

BETWEEN: QUEENS HOME FOR SPECIAL CARE SOCIETY
(QUEENS MANOR) (The "Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2648 (The "Union")

(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 Employer and the Union in the accommodation process.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 4th day of July, 2023.

QUEENS HOME FOR SPECIAL CARE SOCIETY:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648:

C. L.A. Clarke
[Signature]

[Signature]
Jackie Dally

WITNESS:

Hannah LeBlanc

APPENDIX "F"

MEMORANDUM OF AGREEMENT

BETWEEN: QUEENS HOME FOR SPECIAL CARE SOCIETY
(QUEENS MANOR)
(The "Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2648
(The "Union")

1. The parties agree that within six (6) months of the signing of this Agreement, a joint committee will be formed to review the current supplemental benefits plan(s) in effect.
2. The committee will be composed of three (3) representatives chosen by the Employer and three (3) representatives chosen by the Union.
3. The committee will be responsible for the reviewing other providers to determine if there is a more cost-effective plan with equal or better benefits.
4. The benefit plans under consideration will be the Extended Health Benefit Plan, AD&D, Dental, Life Insurance and Long-Term Disability Insurance.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 4th day of July, 2023.

QUEENS HOME FOR SPECIAL CARE SOCIETY:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648:

C. A. Cooke
[Signature]

[Signature]
Jackie Doherty

WITNESS:
Hannah LeBlanc

APPENDIX "G"

LETTER OF UNDERSTANDING

BETWEEN: QUEENS HOME FOR SPECIAL CARE SOCIETY
(QUEENS MANOR)
(The "Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2648
(The "Union")

(Joint Provincial Committee - WCB)

Guidelines to ensure that employees are supplemented correctly from their sick leave credits.

Top Up Supplement on Benefits

1. Where sufficient sick leave credits are available, an employee will be topped up to the net pre-accident earning. The top up is to bring the temporary earning replacement benefits (TERB) received by the WCB to the next pre-accident earning.
2. If the Employer pays only the supplement from the sick leave bank, the sick leave bank should be debited by the amount necessary to bring the TERM to the net pre-accident earning.
3. If the Employer pays employees from the sick leave bank for the entire WCB leave and then collects from WCB, the Employer must ensure that employees are only paid the next pre-accident earning amount for sick days and that when the TERM is received from WCB by the Employer, the sick leave bank of the employee is credited with the amount equal to the TERB received by WCB. If the sick leave bank is maintained in hours (not dollars), the Employer must convert the amount received by WCB into hours.

Waiting Period

4. In addition to the supplement to the WCB TERB, employees will also receive sick leave entitlements for the first two (2) days associated with the WCB claim. The two (2) initial days are unpaid by WCB and accordingly the employee will be paid from sick leave banks.
5. In the event that an employee is in receipt of TERB from WCB for a period in excess of five (5) weeks, the employee will be paid by WCB for the initial two (2) unpaid days after five (5) weeks. If the employee is paid directly from WCB, they are required to provide the Employer with reimbursement of the WCB TERB for the two (2) sick days previously paid. The Employer will then credit the sick leave bank of the employee with the number of credits equivalent to the TERB for that two (2) day

period.

6. If the Employer is paying the employee directly and accepting reimbursement from WCB, the Employer must adjust the sick bank in accordance with the receipt of the reimbursement for TERB for the two (2) day waiting period.
7. Any employee who goes on WCB will be advised that they will be provided top up in accordance with the Collective Agreement provided that they have sufficient sick leave in their bank. Employees will be advised of any remission or reporting obligations that they may have while in receipt of WCB benefits.
8. If requested by the employee and upon return to work from a period of WCB during which the employee received top up, the employee will be advised of the balance in their sick leave bank and the total hours or dollars of sick time used to provide top up during their absence on WCB.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 4th day of July, 2023.

QUEENS HOME FOR SPECIAL CARE SOCIETY:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648:

C. L. A. Clarke

Kate Henderson

[Signature]

[Signature]

WITNESS:

Hannah LeBlanc

APPENDIX “H”

MEMORANDUM OF AGREEMENT

QUEENS MANOR NURSING HOME

(“the Employer”)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648

(“the Union”)

(Diversity, Equity and Inclusion in the Workplace Committee)

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

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

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

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 4th day of July, 2023.

QUEENS HOME FOR SPECIAL CARE SOCIETY:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648:

C. L. A. Cooke

Lori Henderson

Ally W. [Signature]

Jackie Dally

WITNESS:

Hannah LeBlanc

APPENDIX “I”

**MEMORANDUM OF AGREEMENT
QUEENS MANOR NURSING HOME**

(“the Employer”)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648

(“the Union”)

(Long-Term Care Assistant (LTCA) Positions)

Whereas the Parties have recognized that there is a need in the Long-Term Care (LTC) facilities in Nova Scotia to help relieve some of the workload pressures on the Continuing Care Assistant Positions and the employees as a whole in the Long-Term Care (LTC) facilities.

And whereas the parties recognize that these pressures on the workforce have increased during the Covid-19 Pandemic of 2020.

And whereas the Provincial Government has agreed to fund the Long-Term Care Assistants (LTCA) Positions for at least a temporary basis unit.

And whereas The Parties agree that these positions will be bargaining unit members of CUPE Local 2648.

Now, therefore, the parties agree as follows:

1. The rate of pay for the Long-Term Care Assistants (LTCA) Positions is subject to economic increases as agreed to and shall be retroactive to the date of renewal of the Collective Agreement.
2. The Job Description and the duties of the LTCA position is attached to this Agreement as Appendix “X” and will not be changed without mutual agreement of the parties.
3. All employees hired now, in the future, or previous to this agreement, under the Long-Term Care Assistants (LTCA) Positions will fall under this Agreement and as members of CUPE Local 2648 will have the appropriate rights and benefits of the current Collective Agreement in place with the Parties. For new hires with a posted end date of September 30, 2023, they will be deemed either part-time or full-time temporary employees, (based on the Hours Worked article in the Collective Agreement) and not as a casual employee, and as such will fall under the Temporary Positions wording of the Collective Agreement as appropriate. For those hired to the classification prior to or extending beyond September 30, 2023, they will

be deemed an employee (not temporary) and have all benefits accordingly under the Collective Agreement.

4. In regard to pensions, LTD, and benefits, the plan texts and rules shall apply accordingly.
5. The Parties further agree that any Long-Term Care Assistants (LTCA) Positions that extend beyond the funding from the government will automatically make those employees a member of the bargaining unit and as such will lose the "temporary designation" and shall receive full rights under the Collective Agreement as appropriate to their status under Hours Worked.
6. The Parties agree on the expiration of the current Collective Agreement, to either review or include as the case is appropriate the inclusion of the Long-Term Care Assistants (LTCA) Positions into the next Collective Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 4th day of July, 2023.

QUEENS HOME FOR SPECIAL CARE SOCIETY:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648:

C.L. A. Cooke
Chittok

Luke Handman
Jackie Doherty

WITNESS:

Hannah LeBlanc

APPENDIX “X”

Long Term Care Assistant – Sample Job Description

(As a sample job description, this may be tailored to suit individual facility needs)

Overall Purpose:

The Long-Term Care Assistant (LTCA) role is a temporary mitigation to support the work of the Continuing Care Assistant (CCA), while facilities increase their CCA complement through the implementation of a variety of recruitment and retention strategies. The LTCA contributes an important role within the health care team. They are responsible for providing assistance with daily routines to residents/clients along with activities of daily living. The role **does not** include provision of personal care to the residents/clients.

Key Responsibilities - In collaboration with the care team:

Would require training as appropriate with respect to the population they serve.

- Perform light housekeeping duties such as tidying residents'/clients' rooms and collecting the garbage, cleaning closets, hanging clothing, making beds, cleaning wash basins, dental care cups, etc.;
- Answer call bells and redirect when appropriate. Provide items of comfort, sitting with residents/clients and having purposeful conversations, etc.;
- Assisting with the residents'/clients' dining experience under the direction of the supervisor, including but not limited to:
 - Escort residents/clients to and from dining areas;
 - Setting up and clearing tables, pouring beverages and delivering meals to residents;
- Assist/support residents/clients in programming such as, but not limited to, recreational programs;
- Assist in the preparation and clean up of activity rooms.

Reporting Relationships:

This role reports to the Manager (or person identified within the organizational structure) such as designated Registered Nurse and/or Licensed Practical Nurse.

Typical Contacts:

Daily contacts with coworkers, residents/clients, families and visitors.

Innovation:

May be required to spend one on one time with residents/clients to provide company, meaningful and appropriate conversation and support. Creative skills to calm and distract from overstimulating environments.

Decision Making:

Identifies resident/client needs and expectations as outlined in the job description for scope of employment. Responds to requests efficiently and effectively. Seeks support/feedback to develop a clear understanding of resident/client needs and outcomes.

Refers/reports complex questions and/or observations to a higher decision-making level that is clearly identified by the organization.

Impact of Results: September 19, 2019

Long Term Care Assistant – Sample Job Description
(As a sample job description, this may be tailored to suit individual facility needs)

Performing the tasks identified within their scope of employment, will allow other health care providers to focus on the duties and responsibilities within their job profiles and their scope of practice.

Working Conditions:

A. Physical Environment

The care environment is working with the elderly population who may have varying levels of dementia, responsive behaviours and other health conditions.

B. Physical Effort

Physically demanding role which includes lifting, walking, standing, pushing wheelchairs, bending, turning, etc.

C. Sensory Attention

Active listening and observation skills are required.

D. Mental Pressures

Actively demonstrates an interest in engaging with a variety of residents/clients, family, visitors and co-workers.

Working within an environment which can change at any moment and is prepared to adapt to these situations in a respectful and understanding manner.

Will seek support appropriately from other health care providers/supervisor.

Qualifications:

Grade 12 education or non-academic equivalent (to be determined/assessed by service provider).

Pre-employment vulnerable sector check required.

Demonstrated ability to attend work on a regular and consistent basis.

Good oral and written communication skills.

The ability to work required shifts: days, evenings, nights, weekends and holidays.

Must have sound interpersonal, problem solving and organizational skills.

Compassion, integrity, maturity, respect and a positive attitude are essential attributes.

Previous experience in senior care, group home, caring for a family member/friend will be considered an asset.

Must be willing to gain training related to role as per the facility's policy and guidelines and as reflected in the job duties. Examples could include, but not limited to, environmental hazard awareness (WHMIS); infection control practices, nonviolent crisis intervention, dementia awareness and food safety.

September 19, 2019

event it cannot be used by March 31, 2025, it shall be paid out. All approvals and denials of time off requests will be provided in writing.

4. The Employer will provide payments over three pay periods, with payments to be divided equally between the pay periods and on separate pays, subject to the Employer's current financial means. Employees will be provided with written confirmation of the hours to be paid within seven days prior to the payment being issued.
5. The pay down of the banks to 60 hours will be completed by March 31st, 2025.
6. Should an employee wish to have their bank paid down in an alternative manner to the process outlined in paragraph 4, the employee may approach the employer with their request and the employer will make best efforts to grant the request.
7. Upon completion of the payouts, holiday banks will be administered on a go forward basis in accordance with Article 21.05, with any holiday time above sixty hours being paid out each pay period.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 4th day of July, 2023.

QUEENS HOME FOR SPECIAL CARE SOCIETY:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648:

C. L. A. Cacka
[Signature]

[Signature]
Jackie Dalley

WITNESS:

Hannah LeBlanc

APPENDIX "K"

MEMORANDUM OF AGREEMENT

QUEENS MANOR NURSING HOME

("the Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648

("the Union")

(Sick Time Accrual for Casual Employees Appointed to Temporary Positions)

The parties to this Agreement agree to the following:

Casual employees who are appointed to temporary positions shall be entitled to accrue sick leave benefits when filling temporary positions. The sick leave accrued will be banked. When the casual employee commences another temporary position, they shall be allowed to use their banked sick time. When casual employees are not in a temporary position, they shall not be able to use sick time they have accrued.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 4th day of July, 2023.

QUEENS HOME FOR SPECIAL CARE SOCIETY:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648:

C. L. A. Cooke
Adette [Signature]

Lisa Henderson
Jackie Dalbey

WITNESS:

Hannah LeBlanc

APPENDIX "L"
LETTER OF UNDERSTANDING
QUEENS MANOR NURSING HOME

("the Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2648

("the Union")

(Employer's Attendance Support Policy)

The Union and Employer commit to meeting within (90) days of the signing of this agreement to review the Employer's Attendance Support Policy. The parties further commit to meeting when the Employer proposes to amend or otherwise modify the Attendance Support Policy so as to discuss the effect such proposed modification may have on bargaining unit members.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by the hands of their duly authorized officers on this 4th day of July, 2023.

**QUEENS HOME FOR SPECIAL
CARE SOCIETY:**

C. L. A. Clarke
Adelle

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2648:**

Paula Henderson
Patrick Dallery

WITNESS:

Hannah LeBlanc

