

AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of April , 2024,

BETWEEN:

REGION OF QUEENS MUNICIPALITY

("Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4719

("Union")

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PREAMBLE

The purpose of this Collective Agreement is to record terms and conditions of employment that have resulted from collective bargaining, and to provide a method of settling grievances or differences which may arise with respect to matters covered by this Agreement.

Therefore, the Parties hereby agree as follows:

ARTICLE 1 - RECOGNITION

2.01 The Employer and the Union recognize the Union as the sole bargaining agent for all regular full-time and regular part-time employees employed by the Region of Queens Municipality at its Hillview Acres Facility but excluding the Administrator, the Resident Care Supervisor, the Assistant Resident Care Supervisor, Activity Director and Administrative Assistant and those persons excluded by paragraphs (a)(b) of subsection (2) of Section 2 of the *Trade Union Act* in accordance with the Labour Relations Board Order No. 5206.

ARTICLE 2 - DEFINITIONS

2.01 Words in this Agreement shall take their meaning from their context and from dictionaries of the Canadian language, except as follows:

- a. A "regular full-time employee" is one who is regularly scheduled to work on a full-time basis and who normally works an average of eighty (80) hours in a bi-weekly pay period and who has successfully completed the probationary period.
- b. A "regular part-time employee" is one who is employed on a continuing basis, but who is regularly scheduled to work less than the schedule of a regular full-time employee and who has successfully completed the probationary period.
- c. A "temporary employee" is a person hired for a specified job of limited duration not exceeding twelve (12) consecutive months. This limitation does not apply to people hired on projects funded by Provincial and/or Federal Government grants. A temporary employee is not a member of the bargaining unit and will not be entitled to the rights and benefits of this Agreement unless specifically stated herein. Notwithstanding this paragraph, if a regular employee fills a temporary position, the regular employee will continue to receive his/her normal rights and benefits.
- d. A "casual employee" is employed on an as needed basis to fill in for a regularly scheduled employee. A casual employee is not a member of the bargaining unit and is not entitled to the rights and benefits of this Agreement.
- e. A "probationary employee" is one hired with a view to filling a regular position who, before being advanced to the status of a regular employee, must undergo a period of probation of up to six (6) months duration. Probationary employees may be laid off for lack of work or discharged during the probationary period at the Employer's discretion. In such cases, the probationary employee may only grieve the reasonableness of the Employer's decision. Once an employee has successfully completed the probationary period, the employee shall be entitled to all the rights and benefits of this Agreement. The probationary period may be extended up to three (3) additional months at the discretion of the employer.

- f. "Working Days" shall be defined as Monday to Friday, excluding holidays during 08:00 hours to 1600 hours.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Parties agree that it is the exclusive function and the right of the Employer to manage and direct the workforce, including the assignment of work, except as specifically limited by this Agreement.
- 3.02 The Union acknowledges that it is the function of the Employer to hire, promote, demote, transfer, classify, and reclassify employees and also the right of the Employer to discipline, suspend, lay-off or discharge any employee for just cause.
- 3.03 The Employer shall have the right, from time to time, to make or alter rules and regulations that in its sole discretion are deemed necessary for the safe, continuous, effective or efficient operation for those individuals entrusted to its care.
- 3.04 The Employer shall have the right, at any time, to have the assistance of outside representation.
- 3.05 The Union agrees that any of the rights, powers or authority the Employer has prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 All employees covered by this Agreement, shall become and remain members of the Union.
- 4.02 The Union agrees to appoint employees in the bargaining unit to act as shop steward to act as the official, local spokesperson for the Union membership. The shop steward must also advise the Employer of his/her designate who will act as shop steward in his/her absence. The shop steward (or alternatively the assistant shop steward) shall seek approval from the immediate supervisor to leave the workplace as necessary in his/her capacity and shall report to the supervisor upon return to work. Such approval shall not be unreasonably withheld. The Union shall appoint an Assistant Shop Steward to act in the Shop Steward's absence.
- 4.03 An Employee shall be advised of his or her right to request that a Shop Steward be present at a meeting called to discipline such Employee and in those cases where the Employee chooses to not have such representative, the Union shall be advised of the result of any such meeting.
- Any written disciplinary action against an Employee shall be copied to the Union.
- 4.04 The Employer shall not make verbal or written agreements that violate this Agreement with any bargaining unit member.
- 4.05 The Employer agrees to do the following when a new employee, who is covered by the Agreement is hired:
- a. advise the employee of the provisions of paragraph 4.01, above;

- b. provide the employee with a copy of the Collective Agreement;
 - c. provide an orientation program as established by the Employer for employees; and
 - d. introduce the employee to the shop steward.
- 4.06 Where the provisions of this Collective Agreement call for correspondence between the Employer and the Union, such correspondence shall be between the President of the Local Union and the Chief Administrative Officer or his or her delegate, with a copy sent to the Servicing CUPE National Representative.
- 4.07 The Employer shall provide a designated 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.
- 4.08 The Employer shall provide the following information annually and shall provide it in electronic form:
- (a) the name of each Employee;
 - (b) the mailing address and telephone number (if listed) of each Employee;
 - (c) the personal email address of each Employee; and
 - (d) the Employee's employment status (such as full-time, part-time, temporary, casual) and if the Employee is on a leave of absence, the nature of the leave.

To ensure accurate information, all Employees shall, annually and no later than March 31st of each year, confirm their current mailing address, telephone number(s) and email address(es). If this information changes throughout the year, the Employee shall advise the Employer in writing as soon as possible.

ARTICLE 5 – UNION DUES

- 5.01 The Employer agrees to deduct a uniform percentage amount of Union dues set by the local union from the wages of each employee.
- 5.02 Notification of a change in the amount of such deduction shall be presented to the Employer in writing by the Union, as far in advance as is practical, but with the minimum time period of thirty (30) days.

Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent, Ottawa, Ontario, K1G 0Z7 not later than the 15th of the month following the month for which such deductions were made, accompanied by a list of names, addresses, and classifications of employees from whose wages the deductions have been made.

- 5.03 Total Union dues deducted for individual employees each year will be included on each T-4.

The Union shall not blame or lay claims against the employer if mistakes are made in the payment of Union Dues from the employee's pay cheque.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 A grievance shall be any dispute relating to the interpretation, application, or administration of this Agreement, or where an allegation is made that this Agreement has been violated. The time limits in this article are mandatory and may only be changed by mutual consent confirmed in writing. If a grievance is not presented within the agreed to time limits or referred to arbitration within the agreed to time limits, the grievance will be deemed to have been abandoned and will be null and void. A grievance shall not be filed until the subject matter of the grievance is first discussed orally between the supervisor, the employee or employees involved and a shop steward with a view to resolving the dispute.

6.02 The following is the method for dealing with grievances:

At each step in the grievance procedure, the issue shall be presented in writing, specifying the particulars of the grievance, the article allegedly violated and the remedy sought.

Step 1 The grievance shall be presented in writing by the employee to his/her immediate supervisor or designate within five (5) working days of the occurrence of the alleged violation. The shop steward may accompany the employee. The immediate supervisor concerned shall render his/her decision, in writing, within five (5) working days.

Step 2 Should there be no settlement of the grievance in Step 1, the shop steward will, within five (5) working days of the date of the immediate supervisor's reply in Step 1, submit the matter to the Administrator. The Administrator will give his/her decision, in writing, within five (5) working days.

Step 3 Should there be no settlement of the grievance in Step 2, the shop steward will, within five (5) working days of the date of the Administrator's reply in Step 2, submit the issue to the Chief Administrative Officer. The Chief Administrative Officer will issue his/her decision, in writing, within five (5) working days. The Chief Administrative Officer may ask for verbal clarification on the grievance from the Union and to discuss all issues related to the grievance.

6.03 Where a dispute involving a question of general policy or interpretation occurs, or where a group of employees or the Employer files a grievance, the grievance procedure may commence at Step 3.

6.04 The Employer may institute a grievance by delivering the same in writing to the President of the Union Local or designate and the President shall answer such grievance within five (5) working days.

ARTICLE 7- ARBITRATION

7.01 No matter may be submitted to arbitration unless settlement thereof has been attempted through the grievance procedure set forth in Article 6.

7.02 If the Union and the Employer cannot reach a settlement, either party may, within ten (10) working days of the reply given in Step 3 of Article 6.02 or Article 6.04, submit the grievance to

arbitration, in writing. The notice of intention to proceed to arbitration shall contain the name of the submitting party's nominee to the Arbitration Board and provide a detailed description of the matter submitted to arbitration and all articles of this Agreement the party claims to have been breached. The Union will provide its notice herein to the Chief Administrative Officer and the Employer shall provide its notice herein to the Union Recording Secretary.

- 7.03 The recipient of the notice shall appoint its appointee within five (5) working days of receipt of such notice.
- 7.04 In the event the two appointees fail to agree upon a Chairperson within five (5) working days, either party may request the Minister of Labour and Workforce Development for the Province of Nova Scotia to appoint an impartial Chairperson.
- 7.05 The Arbitration Board shall not be authorized to make, nor shall it make, any decision or recommendation inconsistent with the provisions of this Agreement, nor alter, add to, modify, or amend any part of this Agreement, nor make any general changes such as changes in wage rates, nor deal with any matter not covered by this Agreement.
- 7.06 The decision of the majority of the members of Arbitration Board shall be final and binding upon the Employer, the Union and any employees concerned. In the absence of a majority decision, the decision of the Chairperson shall be final and binding.
- 7.07 The parties may, by mutual agreement in writing, agree to a single Arbitrator instead of an Arbitration Board. In the event the parties fail to agree to the selection of the Arbitrator within five (5) working days of the receipt of notice referenced in Article 7.02, either party may request the Minister of Labour and Workforce Development for the Province of Nova Scotia to appoint an impartial Arbitrator. All other provisions of this Article shall apply to a single arbitrator.
- 7.08 The parties shall pay for the costs of their respective nominees and shall share equally the fees of the Chairperson or single Arbitrator.

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE

- 8.01 A Labour/Management Committee shall be established consisting of two representatives each of the Union and Employer.
- 8.02 The purpose of the committee is to review suggestions from employees, questions of working conditions and practices. The committee shall not deal with grievance issues or other matters as set out in this collective agreement.

8.03 The committee shall meet quarterly at a time and day agreed between the parties, unless the parties mutually agree to meet more or less often.

ARTICLE 9 – SENIORITY PROVISIONS

9.01 Seniority for the purpose of this Agreement shall be from the date of hire as a regular employee with the Employer or its predecessors.

9.02 Selection of employees for promotion, demotion, lay-off, recall and permanent reduction of the workforce, shall be made having regard to the applicant with the greatest seniority and having the required qualifications in accordance with Article 10.04.

9.03 An employee will be considered a probationary employee until he/she has been in the employ of the Employer for a period of up to six (6) months from the employees' date of hire to regular employment. After an employee has completed the probationary period, he/she will cease to be a probationary employee and his/her name will be placed on the seniority list and he/she shall receive seniority from the date of hire.

9.04 An employee shall lose seniority, forfeit all rights hereunder, and be deemed to be terminated with no right or obligation to rehire if the employee:

a. quits;

b. is dismissed and a dismissal is not reversed through the grievance procedure or arbitration procedure;

c. is laid-off for a period in excess of twelve (12) months;

d. fails to return to work within two (2) working days following notification of recall by registered mail or any other means the Employer may choose. The employee shall keep the Employer informed of his/her current address and telephone number.

9.05 The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, the Local Union will arrange a meeting for a draw for seniority as soon as possible after the hirings but no later than thirty (30) days later. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April of each year.

9.06 Permanent Transfers and Seniority Outside Bargaining Unit – no employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If an employee is transferred to a position outside of the Bargaining Unit, he/she shall retain his/her seniority accumulated

up to the date of leaving the unit and for a period of three (3) months, but will not accumulate any further seniority. An employee shall have the right to return to a position in the Bargaining Unit during his/her trail period, which shall be a maximum of three (3) months. If an employee returns to the Bargaining Unit, within three (3) months he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 10 – JOB PROMOTION AND TRANSFER PROVISION

- 10.01 In the event that job vacancies occur, except those with respect to positions excluded from the bargaining unit, the Employer will post such vacancy for a period of five (5) working days. During the posting period and until the vacancy is filled, the Employer may temporarily fill the job. If, in the sole discretion of the Employer, it is determined to be unlikely there will be a sufficient number of qualified candidates in the bargaining unit to warrant an initial posting to bargaining unit members, or if there is an insufficient number of qualified internal applicants for the position, an open competition will be conducted.
- 10.02 The Employer will make its selection in accordance with Article 9.02.
- 10.03 Nothing in this Agreement shall prevent the Employer from making any temporary assignment to fill any temporary job classification vacancy. A temporary vacancy is a job vacancy which is temporary in nature, such as
- a. a vacancy caused by illness, workplace injury, or disability, where the employee is expected to return to work within six (6) months;
 - b. a vacancy caused by such things as vacation, bereavement, jury duty, or leave of absence;
 - c. a position created to fill a temporary need of the Employer; or
 - d. a vacancy for adoption, pregnancy or parental leave which shall be for a period of up to seventy-seven (77) weeks.
- 10.04 Job postings shall include the nature of the position, qualifications, and the required knowledge and education, and the Employer shall not establish such requirements in an arbitrary manner.
- 10.05 The Employer shall consider applications of bargaining unit members before considering applications received from outside applicants.
- 10.06 Temporary assignments that are known by the Employer in advance to be for a six (6) month duration or longer and that are posted and not filled by a regular employee, shall be filled by the Employer as it sees fit.

10.07 The successful applicant shall be given a thirty (30) day trial period within which the Employer shall determine the employee's ability to perform the job. Conditional on satisfactory service, the employee shall be declared permanent after completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wages or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

10.08 Notification to Union – the Union shall be notified of all bargaining unit hiring, lay-offs, transfers and terminations of employment within fourteen (14) working days.

ARTICLE 11 – LAY-OFF PROVISION

11.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

11.02 The Employer will lay-off employees in accordance with the procedure set out in Article 9.02.

11.03 Recall of employees on lay-off shall be done in accordance with the procedure set out in Article 9.02.

11.04 No new employees shall be hired until those laid off and having the required qualifications have been given an opportunity of recall.

11.05 The Employer shall provide employees to be laid off with as much notice in advance as possible, and unless in the case of emergency, the Employer will provide at least two (2) days notice of lay-off.

ARTICLE 12 – HOURS OF WORK

12.01 The Employer shall normally schedule all regular full-time employees as follows:

- a. Licensed Practical Nurse (“LPN”) and Residential Care Assistant (“RCA”) to work a combination of eight (8) and twelve (12) hour shifts;
- b. Environmental Service Worker (“ESW”) and Maintenance employees to work eight (8) hour shifts; and

- c. Cook employees to work ten (10) hour shifts;

constituting eighty (80) hours in a fourteen (14) day schedule.

12.02 The Employer shall schedule all regular part-time employees as follows:

- a. Licensed Practical Nurse ("LPN") and Residential Care Assistant ("RCA") to work a combination of eight (8) and twelve (12) hour shifts;
- b. Environmental Service Worker ("ESW") and Maintenance employees to work eight (8) hour shifts; and
- c. Cook employees to work ten (10) hour shifts;

such that the employee normally works less than eighty (80) hours in a fourteen (14) day schedule.

12.03 Employees will be entitled to breaks as follows:

- a. one (1) fifteen (15) minute paid break during each four (4) hour shift segment. Employees will be entitled to a (thirty) 30-minute paid meal break during each eight (8) hour shift;
- b. three (3) fifteen (15) minute paid breaks and one (1) thirty (30) minute paid meal break during each ten (10) hour shift; and
- c. two (2) fifteen (15) minute paid breaks and two (2) thirty (30) minute paid meal breaks during each twelve (12) hour shift.

12.04 This article shall not guarantee any work hours, except as specifically stated.

12.05 Once a schedule is posted, employees shall be entitled to exchange shifts with at least one (1) working day's notice to his/her immediate supervisor and approval of same by his/her immediate supervisor.

12.06 The shifts shall be posted for a two (2) week period which shall cover one complete pay period and shall normally be posted at least one week in advance in the staffroom.

12.07 Where possible, days off will be planned in such a way so that employees may receive weekends off in rotation. A weekend is defined as shifts between 2300 hours Friday and 2300 hours Sunday.

12.08 Except in the case of unfortunate circumstances, no more than six (6) consecutive days of work shall be scheduled without days off.

12.09 The Employer shall make every reasonable attempt to schedule at least two (2) consecutive days off in a fourteen (14) day period.

ARTICLE 13 – OVERTIME

13.01 “Overtime” means all time authorized by the Employer and worked by regular employees in excess of the employee’s regular eight (8), ten (10), or twelve (12) hour shift or in excess of eighty (80) hours in a fourteen (14) day period. There shall be no pyramiding of daily or bi-weekly overtime.

13.02 Notwithstanding article 13.01, the parties agree that an employee is required to complete his/her required work each day which may result in a reasonable period of work beyond the regular time of leaving and that will not be considered or paid as overtime or additional time worked. This period will not exceed fifteen minutes per day.

13.03 A Regular full-time employee who is called in and required to work outside his/her regular hours shall be paid a minimum of three (3) hours at the over-time rate whenever there is a break between the employee’s regularly scheduled hours and the work the employee is called in to do. This Article only applies to call-backs for less than a full shift and does not apply when an employee fills a shift for which she/he was not scheduled to work in order to cover an absence. When the work called back for is completed, the employee shall be allowed to leave. This Article does not apply to the maintenance position with respect to snow ploughing.

13.04 Overtime shall be paid at the rate of one and one half the employee’s regular rate.

13.05 The Employer will not require an employee to work an unreasonable amount of overtime against his or her own will.

13.06 Where possible, every attempt will be made to schedule sixteen (16) hours of rest between eight (8) hour shifts; fourteen (14) hours of rest between ten (10) hours shifts; and twelve (12) hours of rest between twelve (12) hour shifts or more.

13.07 The Employer will make a reasonable effort to equitably distribute overtime and call-back time among those employees who are willing and qualified to perform the available work.

13.08 All regular employees may, upon request to his/her supervisor, have a maximum of the equivalent of forty (40) hours regular pay held as unpaid overtime. Upon request from the employee, his/her supervisor may allow time off in lieu of this unpaid overtime at a period when the workload will not be seriously affected and suitable to that employee.

13.09 If the employee wishes to take the overtime as time off, the time will be considered as equal to pay, i.e. eight (8) hours overtime equals twelve (12) hours pay or 12 hours off.

ARTICLE 14 - HOLIDAYS

14.01 a. The Employer recognizes the following paid holidays for regular full-time and regular part-time employees:

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

b. Employees must have worked his/her regularly scheduled shift prior to the holiday and regularly scheduled shift after the holiday in order to qualify for holiday pay.

14.02 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 time mutually agreed upon between the employee and the Employer.

14.03 An employee who works on one of the above-mentioned holidays shall be paid time and one-half (1½) 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.

14.04 Employees may accumulate holidays. However, all holidays and accumulated holidays must be taken within the fiscal year earned - April 1 to March 31. Any accumulated holidays not taken in the fiscal year shall be paid out in the first pay in April.

14.05 Subject to operational requirements, reasonable effort shall be made to grant the day(s) chosen by the employee for the substituted day(s) off referred to in Clauses 14.02 and 14.03 above.

ARTICLE 15 - SICK LEAVE

15.01 The purpose of sick leave is to provide regular employees with some protection against loss of earnings during short-term periods when, due to illness, they cannot perform their assigned duties. No payments shall be made for accumulated sick leave upon retirement or if an

employee separates for any reason. Sick leave will not be granted in circumstances where Workers Compensation or Employment Insurance benefits apply.

- 15.02 Regular full-time employees shall be granted up to eighty (80) hours per year for scheduled work days missed after completing six (6) months of employment. Regular part-time employees shall receive a pro-rated number of sick days to a maximum of eighty (80) hours based upon his/her time worked in the immediately preceding fiscal year. Employees may accumulate any unused sick leave in a given year to a maximum of four hundred (400) hours.
- 15.03 Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave may be granted leave pay when unable to perform the duties of their position because of illness or injury, provided that the employee satisfies the employer of their condition in the manner determined by the employer and provided that the employee has sufficient sick leave credits.
- 15.04 Sick leave will not be granted in any of the following circumstances:
- a. Illness or injury resulting from paid employment with the Employer where Workers Compensation or other benefits applies; and
 - b. Illness or injury resulting from paid employment of any kind other than employment with the Employer.
- 15.05 Provided the employee gives three days notice to the employer, regular full and regular part-time employees shall be allowed paid leave of absence for two (2) days (~~16 hours~~) per annum for the purpose of taking spouse or other dependants for medical appointments. This shall be deducted from the employee's sick leave.

ARTICLE 16 - OTHER LEAVES

16.01 Bereavement Leave

- a. In the event of a death of an employee's spouse (including common law spouse as legally define), parent, step parent, grandparent, grandchild, brother, sister or child or step child, the employee shall be entitled to be absent from work for up to five (5) consecutive calendar days immediately after the day of death. The employee shall be compensated for the time lost at straight time pay.
- b. In the event of a death of an employee's mother-in-law, father-in-law, brother-in-law, or sister-in-law, the employee shall be entitled to be absent from work for up to three (3) consecutive calendar days immediately after the day of death. The employee shall be compensated for time lost at straight time pay.
- c. In the event that the funeral is delayed beyond the applicable period under 16.01(a) or 16.01(b), the employee may substitute the day of the funeral for one of the bereavement days.

- 16.02 When a regular full-time employee is on vacation and a death occurs to a family member as defined above, the employee shall be allowed the applicable bereavement leave. The bereavement leave will extend their vacation leave. The employee is required to notify the Employer immediately.
- 16.03 Employees shall be granted one (1) day off with pay on the death of a relative who is not a member of the immediate family.
- 16.04 Employees may be granted time off work to attend the funeral of a fellow employee or close friend. Granting of this time will be at the discretion of the employee's immediate Supervisor and subject to staffing requirements.
- 16.05 The "in-law" relationship referred to in this clause will apply only for those in-laws in a current legal relationship with the employee at the time of death.

16.06 Court Leave

An employee who serves as a juror or who is subpoenaed as a witness shall be paid his/her regular pay for a maximum of five (5) days per week with the understanding that:

- a. the employee must work as scheduled when not required for actual jury duty or as a witness;
- b. the employee shall endorse and turn over to the Employer cheques received for serving as a juror or as a subpoenaed witness.

16.07 Leave for Storm Conditions

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

- a. take the absent time as unpaid leave,
- b. request that the absent time be deducted from any accumulated holiday or vacation leave accrued, or
- c. if the employee has no accrued leave pursuant to paragraph (b), the employee may, with prior approval of the Employer, make up the absent time as scheduling allows.

16.08 Adoption, Maternity and Parental Leave

Regular Full-time and Regular Part-time employees shall be entitled to Adoption, Maternity and Parental leave in accordance with the Labour Standards Code of Nova Scotia.

16.09 Union Leave

Collective Bargaining: Two bargaining unit employees will be provided leave for time spent in negotiations for a new collective agreement without loss of pay or benefits.

Grievance / Arbitration: The shop steward or designate shall be entitled to attend to grievance meetings without loss of pay or benefits once he/she receives permission from his/her supervisor. The shop steward or designate will be provided leave without pay to attend arbitrations.

Union Work/Conventions: The Employer will grant a maximum of three (3) days without pay per year in total for employee(s) to attend to union work or conventions. Provided if the Union wishes to have the employee(s) receive pay, it may request same and reimburse the Employer. No more than one employee will be granted leave at any one time.

16.10 Workers Compensation Leave

- a. When the 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 and the Employee shall continue to cost share the premiums of the group health benefit plan and group life insurance while an Employee is in receipt of Workers Compensation benefits up to a maximum period of twelve (12) months.
- c. An employee shall continue to accrue seniority while in receipt of Workers Compensation Benefits.
- d. An employee shall not accrue any other benefits while on WCB.
- e. An employee who participates in an ease back or return to work program shall be paid his/her hourly rate for all time spent at the work place.

16.11 The employee shall pay any required monthly medical, dental and group premiums included in this agreement, while on leave, on the first day of each month and should any payment be outstanding for 30 days, all coverages shall be immediately cancelled.

16.12 Leave for Personal Reasons

A regular full-time employee of at least two (2) years service, after giving at least two (2) months' prior written notice may request, in writing, a leave of absence without pay and without loss of seniority earned to the date of commencement of the leave, for reasons as stated in the written request. The Employer's written response to the request shall be given within thirty (30) days of the request. Whether to grant such request is in the sole and unfettered discretion of the Employer. If granted, the leave will expire if the employee uses the leave either to work for another employer or to engage in an activity other than that for which the leave was granted. During the leave, the employee shall have the option of continuing her group benefits as

described in Article 17.01 (except LTD) provided she/he pays both her/his and the Employer's normal share of the premiums for such benefits and the benefit plans permit such continuing coverage.

16.13 Compassionate Care Leave

Regular Full-time and Regular Part-time Employees shall be entitled to Compassionate Care Leave in accordance with the Nova Scotia *Labour Standards Code*.

16.14 Domestic Violence Leave

Regular Full-time and Regular Part-time Employees shall be entitled to Domestic Violence Leave in accordance with the Nova Scotia *Labour Standards Code*.

ARTICLE 17 – BENEFITS

17.01 The Employer and regular full-time employees shall share equally in the premium cost of the following group benefit plans:

Medical	Dependent Life
Dental	AD&D
Group Life	LTD

Regular part-time employees may join the Medical and Dental plans and if the employee chooses to do so, the employee shall also share equally with the Employer in the premium cost of these plans.

The agreement of the Employer to contribute to the cost of a group benefit plan does not mean that the Employer assumes in any way the obligation to provide any of the benefits contemplated by this Article. Furthermore, these matters shall not be subject to grievance or arbitration.

ARTICLE 18 – PENSION

18.01 All Regular Full-time employees must join the pension plan. The Employer and employees shall share in the plan at the contribution rate pursuant to the Plan.

18.02 Regular part-time employees have the option of enrolling in the plan on the first day of any month following the completion of two years continuous service subject to either of:

- a. having earned not less than 35% of the year's maximum pensionable earnings in each of the two consecutive calendar years immediately prior to joining the plan;
- b. having not less than 700 hours of employment with the Region in each of the two consecutive calendar years immediately prior to joining the plan.

Regular part-time employees who opt to join the pension plan must remain in the plan and are not entitled to opt out at a later date.

18.03 The Employer and the Union recognize that Article 18.02 mirrors the requirements of the *Nova Scotia Pension Benefits Act*. Therefore, any amendments to the *Act* relevant to Article 18.02 shall also amend that article.

ARTICLE 19 – PAY PROVISIONS

19.01 The Employer's payroll shall be prepared every second week with a maximum hold back of five (5) days in accordance with Appendix "A" attached hereto and forming part of this Agreement. Employees shall be provided with an itemized record of wages, overtime, other pay and deductions by receiving their pay stubs the day of the deposit. Notwithstanding the foregoing, should an error be made in payroll to an employee's detriment, the correction will be paid by either cheque or direct deposit, whichever is more practical.

19.02 Shift Premium – all employees shall receive a shift premium of \$2.35 per hour for all hours worked between 1900 to 0700, effective upon the ratification of this agreement.

19.03 Weekend Premium – all employees shall receive a weekend premium of \$2.35 per hour for all hours worked between 2300 hours Friday and 2300 hours Sunday, effective upon the ratification of this agreement.

19.04 Should a shortfall occur in an employee's paycheque that is a result of a calculation error, the shortfall shall be corrected no later than the end of two (2) banking days after discovery of the error by the Employer.

19.05 LPN Practice Premium – LPN Practice Premiums (LPNP) are offered to qualifying LPNs. These premiums are intended to recognize and encourage practice activities. LPNP will be earned and paid as follows:

- a. the first payment for this LPNP will be on June 15, 2020;
- b. to be eligible for a LPNP for a twelve (12) month period commencing April 1, 2019 and April 1 of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities;
- c. this premium shall be paid in full in a lump sum commencing on June 15, 2020 and on June 15 of each year thereafter to LPNs who achieve eligibility for them in accordance with Appendix B;
- d. in order for an LPN to qualify s/he must attain the required points based on the relative weights assigned to the approved activities. The LPN must maintain a record of recognized practice activities completed in the previous (twelve) 12-month period. The LPN must submit written proof of these activities on the form provided to the Employer by May 1, 2020 and by May 1 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;

- e. 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; and
 - f. in order to qualify for this premium an LPN must claim points in accordance with Appendix "B" in at least two categories. An LPN who qualifies for the premium shall be paid an annual supplement of \$850.
- 19.06 LPN Facility Pay – In the absence of management staff or a registered nurse, including a registered nurse designated to be on-call, the Employer may designate an LPN to be responsible for facility. If designated, the LPN will receive a premium of two dollars and fifty cents (\$2.50) per hour for each hour worked with the designated responsibility. However, no LPN in receipt of this premium will be eligible to receive the LPN responsibility pay. Any current compensation for responsibility for the facility which is greater shall be red-circled.
- 19.07 LPN 25 Year Service Salary Increment – 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 20 – VACATIONS

20.01 Regular full-time and regular part-time employees shall earn vacation with pay based upon completed years of service as follows:

Years 1-5 years service	eighty (80) hours
Years 6-14 years service	one hundred and twenty (120) hours
Years 15 and above	one hundred and sixty (160) hours

Service for the purpose of this Article is determined from the employee's anniversary date of hire. For greater certainty, an employee must complete six (6) years of service from his/her anniversary date in order to be entitled to one hundred and twenty (120) hours of vacation.

- 20.02 The vacation year shall be April 1st to March 31st, inclusive.
- 20.03 Probationary employees may not take vacation until the successful completion of two (2) months of the probation period. Probationary employees hired to fill a regular full-time position shall accumulate earned vacation up to March 31 from the date of hire and shall be eligible to use in the subsequent vacation year.
- 20.04 Part-time employees shall earn vacation with pay on a pro-rata basis. A part-time employee's vacation with pay shall be determined using the actual hours worked in the previous year, as a percentage of 2080 hours. For example, if in the previous year, that employee worked 1,040 hours and has 15 years of completed service, his/her vacation entitlement will be two (2) weeks.
- 20.05 The granting of vacation time off shall be based on employee seniority and the number of employees on vacation leave at one time will remain within the sole discretion of the Employer.

Annual leave shall not be taken except with the prior approval of the Employer. However, subject to operational requirements, reasonable effort shall be made to grant annual vacation at the time requested by the employee.

- 20.06 The unused portion of an employee's annual vacation shall be carried over to the following vacation year, to a maximum of forty (40) hours. After the close of each vacation year, the employee shall advise the Administrator in writing of his/her vacation preference for his/her first two weeks of vacation as soon as possible for the following vacation year, but not later than May 31st in each year. In order to receive preference for vacation time off based upon seniority, the employee must apply for vacation leave in accordance with the deadlines set out herein. Otherwise the employee shall forfeit his/her seniority preference.
- 20.07 Employees leaving the employ of the Employer shall reimburse the Employer for all vacation used but not earned.
- 20.08 Regular full-time employees shall not continue to earn vacation during any absence greater than one (1) month.

ARTICLE 21 - HEALTH AND SAFETY

- 21.01 Space shall be provided for employees to have their meals and a locker for personal items.
- 21.02 An Employee who is injured in the performance of their job duties will immediately report the incident to the Employer. If the Employee is required to leave for treatment or is sent home as a result of such injury, they shall receive payment for the remainder of their shift at his or her regular rate of pay without deduction from sick leave, unless a doctor stated that the Employee is fit for work for the remainder of that shift.
- 21.03 Transportation costs that are not otherwise covered by the Employer's group medical plan, other benefit coverage the Employee may have (e.g. under his or her spouse's plan), or Workers' Compensation, shall be at the cost of the Employer.
- 21.04 *Workplace Violence*: the Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate action to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

ARTICLE 22 – STRIKES AND LOCKOUTS

22.01 During the life of this Agreement, and pursuant to the *Trade Union Act*, no employee(s) shall strike, and the employer shall not lockout employees.

22.02 “Strike” and “lockout” shall be as defined in the *Trade Union Act*.

ARTICLE 23 – JOB SECURITY

23.01 In the event of contracting out of services, the employer will work to minimize the impact on regular full-time and regular part-time employees of any resulting lay-off or reduction in hours.

ARTICLE 24 – DURATION AND RETROACTIVITY

24.01 This Agreement shall be effective from date of signing to March 31, 2024.

24.02 It is agreed that there will be no retroactive effect given to any clause of this Agreement or matter arising between the parties prior to the effective date except as otherwise set out in Article 24.04.

24.03 Wage increases for the duration of the Agreement shall be specified in Appendix “A”.

24.04 Retroactivity of the wage rates, commencing April 1, 2021 shall apply to all regular and over-time hours worked on and after the adjustment dates of April 1, 2021, April 1, 2022, and April 1, 2023 for all employees who, as of the date of signing of this Agreement, are in active employment with the Employer and having worked such retroactive hours. “Active employment” for the purpose of this Article includes current employees absent on Workers’ Compensation, maternity or sick leave.

24.05 Notice of intent to renegotiate the contract in its entirety shall be made in writing by either party to the other not less than three (3) months before the date of expiration of the Agreement. Failure by either party to give such notice shall result in the contract being renewed automatically year to year until either party gives notice as provided herein.

ARTICLE 25 – ALL FINANCIAL IMPROVEMENTS CONDITIONAL UPON FUNDING

25.01 The Parties recognize and agree that the ability of the Employer to pay wages, benefits and other financial improvements is entirely dependent upon satisfactory funding to be provided to the Employer by the Province of Nova Scotia.

25.02 The Parties also recognize and agree that the timing of such provincial funding is not within the control of the Employer and it is therefore beyond the control of the Employer to make firm commitments to its employees as to the amounts and/or the timing of wage increases, benefit or other financial improvements under the Collective Agreement until the Employer has received a firm commitment, in writing, from the appropriate Department of the Provincial Government so as to be able to actually honour any financial commitments made on those items.

25.03 Accordingly, the wages payable under this Agreement will be those in effect under the most recently expired Collective Agreement, and the benefits will be those payable according to their terms, under that Agreement, until such time as such firm written commitment and funding is obtained from the Provincial Government.

ARTICLE 26 – PERSONNEL FILE

- 26.01 a. Upon written request two days in advance to the CAO, an Employee shall be permitted to view an Employee's file, during normal working hours and in the presence of someone appointed by the Employer.
- b. The Employee shall also have rights to Union representation when viewing the Employee's personnel file.
- c. An Employee shall have the right to make copies of any material contained in his or her personnel file.
- d. An Employee shall have the right to respond to anything contained in his or her personnel file.

ARTICLE 27 – DIVERSITY

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

The Union and Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, people of colour, persons living with a disability/disability, 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 10.

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 a 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 representative 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.

Employee/member contact information

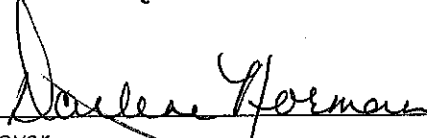
The Employer shall provide the following information annually and shall provide it in electronic form:

- (a) The name of each Employee; and
 - (b) The mailing address and telephone number (if available); 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.

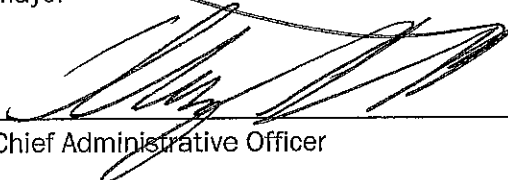
Note: This language is to establish a minimum common requirement and will not replace or diminish existing language or obligations in any existing Collective Agreements.

DATED at Liverpool, Nova Scotia this 10^{APRIL} day of February, 2024.

REGION OF QUEENS MUNICIPALITY

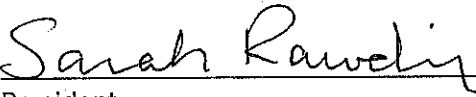


Mayor

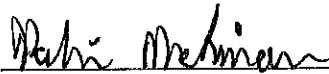


Chief Administrative Officer

CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 4719



President



Recording Secretary

APPENDIX "A"

Classification		March 31,2021 Current	April 1,2021 1.5%	April 1, 2022 1.5%	April 1, 2023 3%	March 31, 2024 .5%
Journeyman Cook	A	\$47,895	\$48,613.14	\$49,342.33	\$50,822.44	\$51,076.41
	H	\$23.03	\$23.3717	\$23.7222	\$24.4338	\$24.5559
Assistant Cook (non-journeyman)	A	\$43,827	\$44,484.12	\$45,151.18	\$46,505.72	\$46,738.20
	H	\$21.07	\$21.3866	\$21.7073	\$22.3585	\$22.4702
Tradesperson (Maintenance)	A	\$43,827	\$44,484.12	\$45,151.18	\$46,505.72	\$46,738.20
	H	\$21.07	\$21,3866	\$21.7073	\$22.3585	\$22.4702
Licensed Practical Nurse Start	A	\$55,244.80	\$56,056.00	\$56,888.00	\$58,593.60	\$58,884.80
	H	\$26.56	\$26.95	\$27.35	\$28.17	\$28.31
After 1 Year	A	\$56,472.00	\$57,304.00	\$58,156.80	\$59,883.20	\$60,174.40
	H	\$27.15	\$27.55	\$27.96	\$28.79	\$28.93
After 2 years	A	\$57,678.40	\$58531.20	\$59404.80	\$61,172.80	\$61,464.00
	H	\$27.73	\$28.14	\$28.56	\$29.41	\$29.55
After 3 Years ***	A	\$59,321.60	\$60,211.42	\$61,114.59	\$62,947.99	\$63,262.61
	H	\$28.52	\$28.9478	\$29.3820	\$30.2634	\$30.4147
ESW	A	\$34,715.20	\$35,235.20	\$35,763.72	\$38,841.81**	\$39,035.77
	H	16.69	\$16.94*	\$17.1941	\$18.6739	\$18.7672

*The \$16.94 rate is the current FT rate without vacation pay added.

**the Department of Health has agreed to fund the ESW with the \$1950 adjustment on for April 1, 2023, and therefore the ESW salary applied to the adjusted rate/salary. goes to \$37,713.72 on April 1, 2023 and then the 3% and .5% adjustments will be

salary increment of 3.5%

*** effective date of ratification all permanent LPNs with 25 years' service or more will receive an additional greater than the highest rate in effect for their classification

RESIDENTIAL CARE ASSISTANT WITH CERTIFICATE

		Feb 10, 2022 Current	April 1, 2022 1.5%	April 1, 2023 3%	March 31, 2024 .5%
Start	A	44,660	45,330	46,690	46,923
	H	21.4712	21.7933	22.4471	22.5593
After 1 yr.	A	45,572	46,256	47,643	47,881
	H	21.9096	22.2382	22.9054	23.0199
After 2 yrs.	A	46,502	47,199	48,615	48,859
	H	22.3567	22.69.21	23.3728	23.4897
After 3 yrs.	A	47,451	48,163	49,608	49,856
	H	22.8130	23.1552	23.8499	23.9691
After 4 yrs.	A	48,419	49,145	50,620	50,873
	H	23.2784	23.6276	24.3364	24.4581

RESIDENTIAL CARE ASSISTANT (Without Certificate)

		March 31, 2014 Current	April 1, 2021 1.5%	April 1, 2022 1.5%	April 1, 2023 3%	March 31, 2024 .50%
Start	A	35,821.74	36,358.88	36,904.20	38,011.32	38,201.22
	H	17.2219	17.4802	17.7424	18.2746	18.3659
After 1 yr	A	36,555.98	37,104.34	37,660.85	38,790.50	38,984.28
	H	17.5750	17.8386	18.1061	18.6492	18.7424
After 2 yrs	A	37,264.82	37,823.84	38,391.12	39,540.56	39,738.08
	H	17.9158	18.1845	18.4562	19.0098	19.1048
After 3 yrs	A	37,972.50	38,542.28	39,120.32	40,293.83	40,495.22
	H	18.2561	18.5299	18.8078	19.3720	19.4688
After 4 yrs	A	38,682.50	39,262.83	39,851.64	41,047.10	41,252.16
	H	18.5974	18.8763	19.1594	19.7341	19.8327

APPENDIX "B"

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 she works or may choose to take voluntarily regardless of the location or service she works. Orientation education DOES NOT qualify toward 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.

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 one (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"

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 classification increase and **payment will be subject to the terms of Article 25**

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 for the LPN classification within the 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 **and payment will be subject to the terms of Article 25.**